

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

सेवा मे

- 1. सभी उपायुक्त हरियाणा राज्य में।
- 2. सभी जिला खाद्य एवं आपूर्ति नियंत्रक हरियाणा राज्य मे।

यादि कमांक: एम.पी-1-2020/38-RA दिनांक चण्डीगढ 25.02.2020

विषय:-

रबी तथा खरीफ वर्ष 2020-21 की फसलों की हैण्डलिंग के लिए (ई-टैण्डरिंग के माध्यम से) श्रम टेकेदारो की नियुक्ति करने बारे। उपरोक्त विषय के सन्दर्भ में।

- रबी तथा खरीफ वर्ष 2019-20 की फसलों की हैण्डलिंग के लिए नियुक्त किये गये श्रम ठेकेदारी 1. की कार्यावधि दिमांक 31.3.2020 को समाप्त होने जा रही है। इसलिए हरियाणा राज्य की सभी मण्डियों में रवी तथा खरीफ वर्ष 2020-21 की फसलों की हैण्डलिंग के लिए नये सिरे से भ्रम ठेकेंदारों की नियुक्ति ई-टैण्डरिंग के माध्यम से करने का निर्णय लिया गया है जिसकी कार्यवाही शीघ्र की जानी आवश्यक है। इस सन्दर्भ में टैण्डरदाताओं से अपने-2 जिले में ऑन लाईन टैण्डर आमत्रिंत करने के लिए "टैण्डर नोटिस" समाचार पत्रों में प्रकाशित करवाने तथा मुख्यालय स्तर पर भी इस बारे आवश्यक कार्यवाही की जा रही है तथापि जिला स्तर पर भी खुला प्रचार किया जाना आवश्यक है। अत: आपसे अनुरोध है कि आप अपने स्तर पर खुला प्रचार-स्थानीय समाचार पन्नो द्वारा तथा सभी सम्बन्धित कार्योलयो जैसे कि सभी खरीद एजैन्सियो, मार्किट कमेटी, Municipal Committee, पर्चायत घरो व खरीद केन्द्रो आदि के नोटिस बोर्डो पर टैण्डर नोटिस को चस्पा करें। जिलावार टैण्डर आमत्रित करने के लिए टैण्डर नोटिस की प्रति भी आवश्यक कार्यवाही हेतु भेजी जाती है।
- श्रम ठेकेदारो की नियुक्तियों के लिए राज्य की खरीद एजैन्सीवार/जिलावार/मण्डीवार संयुक्त टैण्डर आमंत्रित करने तथा इनके अन्तीकरण के लिए जिला टैण्डर कमेटीयों का गठन भी पूर्व वर्षों की तरह निम्न प्रकार से किया गया है तथा कमेटी का कार्य टैण्डर की शर्तों में व्याख्यित किया हुआ है:-

1.	उपायुक्त	D707404
120	3	अध्यक्ष
2.	पुलिस अधीक्षक या उन द्वारा मनोनीत सदस्य	सदस्य
3.	उप मण्डल अधिकारी (ना०)	सदस्य

जिला खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले नियंत्रक, सदस्य सचिव

सदस्य

सभी खरीद एजैन्सीयों के जिला प्रबन्धक सदस्य

वर्ष 2020-21 की रबी तथा खरीफ की फसलों की हैण्डलिंग के श्रम कार्यों के बेसिक दरों (एस.ओ.आर) का विवरण जो कि अनुबन्ध 'ए' में हैं, साथ सलंग्न है। इस अनुबन्ध के भाग-1 के श्रम कार्य व इनके दर मार्किट बाई लॉज अनुसार मुख्य प्रशासक, हरियाणा राज्य कृषि विषणन बोर्ड द्वारा अलग से निधारित किये हुए है। इसलिये इन मदो के दर टैण्डरों के माध्यम से प्राप्त किये जाने की आवश्यकता नहीं है। अनुबन्ध-ए के भाग-2 के श्रम कार्यों के बेसिक दरों पर टैण्डरों के माध्यम से दर मांगे जाने है तथा टैण्डरदाताओं द्वारा भाग-2 के श्रम कार्यों के बेसिक दरों पर अपने दर quote किये जाने है।

2nd Floor, 30 Bays Building, Sector: 17-B, Chandigarh/दूसरी मंजिल, 30 बेज बिलर्डिंग, सेक्टर-17-बी, चंपडीगढ



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- 4. पूर्व वर्षों की तरह वर्ष 2020-21 के लिए सबसे कम दर देने वाले <u>टैण्डरदाता/टैण्डरदाताओं</u> से ही नैगोसिएशन करें। परन्तु यदि उसके दर reasonable/competitive/workable न हो तो टैण्डर कमेटी, टैण्डर की शातों अनुसार कार्यवाही करें। टैण्डर कमेटी यह भी सुनिश्चित करें कि प्रत्येक मण्डी के टैण्डर दर राज्य की खरीद एजैन्सीयों के दर से very close to each other हों।
- 5. वर्ष 2020-21 के लिए नियुक्त किये जाने वाले श्रम ठेकेदारों की नियुक्तियों बारे टैण्डर की शार्तों एवं ईकरारनामें का प्रारूप साथ सलंग्न किया जा रहा है। टैण्डर की शार्तों में उक्त व्याख्यित तथ्यों के अतिरिक्त अन्य तथ्य, जिन के अनुसार टैण्डर आमंत्रित तथा उन का अन्तीकरण किया जाना है, विस्तृत रूप से व्याख्यित किये गये है। अत: टैण्डर कमेटी, ''टैण्डर आमंत्रित एवं उन का अन्तीकरण'' टैण्डर की शार्तों अनुसार करने की कार्यवाही करें जोकि टैण्डर प्रक्थिया का ही भाग होगा। सभी जिला खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले नियंत्रक यह भी सुनिश्चित करें कि ठेकेदारों से टैण्डर की शार्तों अनुसार इकरारनामा (on proper stamp paper) किया गया हो तथा उन द्वारा हम्ताक्षरित (प्रत्येक पृष्ठ) टैण्डर की शार्ते, इकरारनामें के साथ रखी गई हों।
- 6. वर्ष 2020-21 हेत् श्रम ठेकेरारों की नियुक्ति के लिए निर्धारित terms and conditions के अतिरिक्त pre-qualification की conditions निम्न अनुसार निर्धारित की गई है:-
 - । लेबर ठेकेदार परिवहन तथा इस से सम्बन्धित मुविधा जिला नियंत्रक/एजैन्सी को जरुरत होने पर उपलब्ध करवाने के लिए बाध्य होगा। जिसके लिए श्रम एवं ढुलाई के ठेकेदार द्वारा शपथ पत्र दिया जाना होगा।
 - लोबर ठेकेदार द्वारा सम्बन्धित उपायुक्त या खरीद संस्थाओं के मुखिया से पूर्व में किये गए तीन साल के कार्य की सन्तुष्टी का प्रमाण पत्र देना होगा।
 - टैण्डरदाता के नाम पर रिहायशी मकान के इलावा अचल सम्पित की कीमत कम से कम 10 प्रतिशत दिए जाने वाले ठेके की कीमत के बराबर होनी चाहिए।
 - IV टेक्नेदारों से वर्तमान धरोहर एवं प्रतिभूति की राशी में परिवर्तन करके ठेके की कीमत के आधार पर धरोहर राशी 5 प्रतिशत तथा प्रतिभूति की राशी 10 प्रतिशत होनी चाहिए। इन राशियों को प्राप्त करने का आधार पूर्व वर्ष में ठेके पर किये गये कार्यों की कीमत है।
 - V मण्डी से स्टाक उठान (Lifting) की समय सीमा 72 घण्टे निर्धारित की जाए और यदि 72 घण्टे में स्टाक नहीं उठाया जाता है तो शेष स्टाक पर 100/-रू0 प्रति ट्रक जुर्माना लगाया जाए।
 - V1 लेबर ठेकेदार के पास लेबर कार्य के लिये नियमानुसार पर्याप्त लेबर होनी चाहिये।
- 7. वर्ष 2020-21 में श्रम ठेकेदार के द्वारा खाद्यान्नों की ढुलाई का कार्य केवल परिवहन के अधिकृत माध्यम/साधन द्वारा परिवहन विभाग द्वारा जारी हिदायतों/नियमों अनुसार किया जायेगा।

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खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामलें, निदेशालय

8. वर्ष 2020-21 हेतु श्रम व परिवहन दरों की स्वीकृतियों को जारी करने के लिए पृष्ठाकंन कमांक एस.ओ.एम.पी.-1-2006/5739 दिनांक 31.3.2006 द्वारा सभी उपायुक्तों को निम्न शक्तियां delegate की गई है:-

Sr. No. of Appendix-I (Part-A) of PR A/cs Mannual Part-I	Nature of powers	To whom delegated	Extent
9	To sanction proforma of mandi charges	Deputy Commissioner of the concerned District/ Additional Director/Joint Director/Deputy Director Food Civil Supplies & Consumers Affairs Haryana.	Full powers subject to the following conditions:- (i) The rates are settled by inviting tender by the Tender Committee as per policy on the subject. (ii) The rates are competitive and reasonable.
25	To sanction transport charges in respect of foodgrains, coarsegrain/oilseeds and stock articles transferred from one place to another and approval of contracts with the transport companies regarding the rates from road transport.		inviting tenders by the

वर्ष 2020-21 में खाद्य हेतू श्रम एवं ढुलाई हेतू ई-टैण्डर की प्रक्रिया में अनाज मण्डी आढती एसोसिएशन जहाँ भी वह यह कार्य स्वंय करना चाहे तो उन्हे उपरोक्त ठेका दिया जाए। इस अवस्था में उन पर टैण्डर में दिए गए नियम व शर्तों के बिन्दू न0 6 के भाग (ii) तीन साल के अनुभव की शर्त लागू नहीं होगी।



Directorate of Food Civil Supplies and Consumer Affairs.

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामलें, निदेशालय

अत: आपसे अनुरोध है कि उपरोक्त अनुसार केन्द्र बार श्रम एवं दुलाई की दरों की स्वीकृतियां सम्बन्धित जिला उपायुक्त के अनुमोदन उपरान्त जारी करने हेतु आवश्यक कार्यवाही करने का कष्ट करें और तत्पश्चात् मुख्यालय को इस स्वीकृति की प्रति/आवश्यक सुझाव (यदि कोई हो) भिजवाना सुनिश्चित करें। कृष्या इसे परम अग्रता प्रदान करें।

उप निदेशक (खरीद),

क्ते: निदेशक खाद्य नागरिक आपूर्ति उथा अपभोक्ता मामले विभाग, हरियाणा।

पृ0 कमांक: एम.पी-1-2020/39-RA

दिनांक चण्डीगढ़ 25.02.2020

उपरोक्त की एक प्रति प्रबन्ध निदेशक, एच.डब्लयू.मी, हैफेड तथा मुख्य प्रशासक, हरियाणा राज्य कृषि विपणन बोर्ड, पंचकुला को सूचनार्थ एवं आगामी कार्यवाही हेतु प्रेषित है। वर्ष 2020-21 की रबी तथा खरीफ की फसलों की हैण्डलिंग के श्रम कार्यों के ठेकेदारों की नियुक्तियों के लिये तैयार की गई टैण्डर की शर्ते एवं इकरारनामें के प्रारूप की प्रति भी सूचनार्थ संलग्न है।

उप निदेशक (खरीद),

कते: निदेशक खाद्य नागरिक आपूर्ति तथा रिउपभोक्ता मामले विभाग, हरियाणा।

पृ0 कमांक: एम.पी-1-2020/40-RA

दिनांक चण्डीगढ् 25.02.2020

उपरोक्त की एक प्रति मण्डल आयुक्त, अम्बाला, रोहतक, हिसार, फरीदाबाद, करनाल एवं गुड़गांव को सूचनार्थ एवं आगामी कार्यवाही हेतु प्रेषित है।

Ehr

उप निदेशक (खरीद),

क्रो: निदेशक खाद्य नागरिक आपूर्ति तथा अउपभोक्ता मामले विभाग, हरियाणा।

पृ0 कमांक: एम0पी-1-2020/41-RA

दिनांक चण्डीगढ़ 25.02.2020

उपरोक्त की एक प्रति निम्न को सूचनार्थ एवं आगामी कार्यवाही हेतु प्रेषित की जाती है।

1. The State Informatics Officer, National Informatics Center, New Secretariat Haryana, Chandigarh.

2. Ms. Manju Aggarwal, Technical Director, NIC with the request to issue necessary directions to all the DIOs for smooth processing of online E-tenders in all the districts.

उप निदेशक (खरीद),

क्षे: निदेशक खाद्य नागरिक आपूर्ति तथा

उपभोक्ता मामले विभाग, हरियाणा।

पृ0 कमांक: एम.पी-1-2020/42-RA

दिनांक चण्डीगढ़ 25.02.2020

उपरोक्त की एक प्रति निम्नलिखित को अतिरिक्त मुख्य सचिव (खाद्य) एवं निदेशक (खाद्य) के सूचनार्थ प्रेषित है:-

1. पी.एस/अतिरिक्त मुख्य सचिव, (खाद्य),

2. पी.एस./निदेशक (खाद्य)।

w.

उप निदेशक (खरीद),

कते: निदेशक खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले विभाग, हरियाणा।

2nd Floor, 30 Bays Building, Sector: 17-B, Chandigarh/रूसरी घंजिल, 30 येज विलर्डिंग, सैक्टर-17-थी, चण्डीगढ



8.

Government of Haryana/हरियाणा सरकार

Directorate of Food Civil Supplies and Consumer Affairs.

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

Terms and Conditions of Labour & Cartage Tenders Food, Civil Supplies & Consumer Affairs Department Haryana.

1.	Contractor/Tenderer	should	not	have	been	blacklisted	by	anv	of	the	Government/Som
	Government Departm	nent/s ar	nd no	ot conr	nected	to any firm	who	hac	haa	n 00	placklisted
-	그 이 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그		100		,00,00	to dily mill	VVIIO	1100	nec	11 50	DISCRISIED

 Submission of the e-Tender documents: The tenderer shall have to deposit amount of Rs. 1000/-plus 18% GST of Rs. 180/- of e-tender.

3. The tender shall start on at 5:01 PM and on at 5:00PM.

4. Opening of Tender: Technical bids shall be opened on at 2:00 PM and the financial bids of the tenderer who qualify in the Technical Bids be opened on at 04:00PM. These Bids shall be opened at respective circle offices in the presence of the tenderer who may be present.

5. Tenderers should submit both the tender bids i.e. "Technical Bid" and "Financial Bid" Only Electronic form (Refer Tender documents). Financial Bid Proposal shall be submitted mandatorily online under commercial Envelope and original not to be submitted manually). Financial bid only be opened after complete technical Bid."

Bid shall be accompanied by an earnest money through RTGS as per bank details given below:-

Name of beneficiary	DFCS&CA
Account No.	
Name of Bank	
IFSC Code	

6. Each tender must be accompanied by the earnest money i.e. 5% of the total cost of contracts of previous year of mandi for which tender is to be submitted through RTGS.

7. Tender not accompanied with the requisite amount of earnest money will be rejected. The amount of earnest money of the unsuccessful tenderer will be refunded within 5 working days from the date of tender except L2 & L3 who's EMD will be refunded within 15 working days.

- (i) Affidavit for assurance to provide the required transportation and the work relating to it as an when required by the concerned DFSC/Agency with his e-tenderiing for the mandies where procurement agency will procure 10 trucks upto 10,000 MT, 20 trucks, upto 20,000 MT, 30 trucks, upto 30,000 MT and 40 trucks upto 40000 MT and continue as above. The contractor will be bound to provide additional vehicles on demand of procuring agencies for clearance of mandis as per procurement policy. In case of failure the work will be executed at the risk and cost of the transporter/contractor and will be black listed for future work with any procurement agency. Agreement/assurance from any truck union for providing trucks will not be accepted as proof of physical availability of trucks. The tenderer will submit the proof (copy of R.C. of trucks/vehicles) of physical availability of at least of 10 trucks with his e-tendering for the mandies where procurement agency will procure. These trucks should be registered in the name of tenderer, Firm of partners of the partnership firm or he/she should have agreement with any transport company/trucks owners having trucks in their own name will be accepted with proof of ownership
 - (ii) The Anaj Mandi Arthia Association may also participate in the transportation work after quoting the rates in e-tender. The Condition of three years experience will not be applicable in case of Mandi Association.
 - (iii) Tenderer will submit a certificate of satisfactory work done during previous/last three years in the field of mandi labour and cartage work only from the concerned

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Government of Haryana/हरियाणा सरकार

Directorate of Food Civil Supplies and Consumer Affairs.

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

DFCS&CA/DM of the central/state procurement agency having detail of volume of work done in the mandies with corresponding ITR(income tax return), EPF, ESI and FSSAI of labour so engaged by the contractor/transporter number. Out of these three years, the tenderer should have handled the work in any one year equivalent to work to be allotted in the mandi for which he/she is submitting the tender. Further, the experience of individual partner of any partnership firm only will be considered for the experience required if it is equal to the required experience for that tender i.e. labour & construction societies work experience will not be considered.

- (IV) Tenderer will submit the detail of immovable property not less than 10% of the cost of work to be allotted along with documentary proof and will also submit the valuation certificate of property from any valuer. The immovable property in the shape of residential house will not be accepted.
- The conditional tenders will not be entertained and shall summarily be rejected by the District Tender Committee.
- 10. The Distt. Tender Committee reserves the right to negotiate with the lowest valid tenderer/tenderers (L-1) in the light of provision contained in section 8. In case, the Tender Committee considers that the negotiated rates are not reasonable, the Committee will cancel and re-invite the tenders. It should be the endeavor of the Tender Committee that the rates at particular purchase centre/mandi are very close to each other for all procurement agencies. It should be assessed by taking into consideration the distance of storage point from mandi/purchase centre for each procurement agency from that mondi.
- 11. The District Tender Committee reserves the right to accept/reject any/all tenders without assigning any reason. After the final acceptance of the tender by the tender committee, no request for further increase of rate for any operation shall be entertained.
- The successful tenderer shall deposit the amount of security i.e. 10% of the total cost of contract of previous year, within three working days of the acceptance of his tender by the Tender Committee. The security will be deposited in the office of the DFCS&CA/DM concerned in the District. The earnest money deposited by successful tenderer shall be adjusted in the security amount.
- 13. The successful tenderer shall also execute an agreement on a stamp paper with the DFCS&CA/DM concerned within 5 working days of the acceptance of his tender. He/they shall also furnish two sureties each of equal amount of security, as above, from two reputed local persons/arthias possessing sufficient immovable property. In case of his/their failure to do so the amount of earnest money shall stand forfeited and he/they will be black-listed and debarred for allotment of any work of the State Procurement Agencies in future.
- 14. In case the lowest tenderer fails to deposit the requisite amount of security and fulfill requisite formalities as above, the DFCS & CA/DM of the concerned agency will be competent to make



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an offer to the next lowest tenderer L2& L3 with prior concurrence of the concerned Deputy Commissioner. In this regard the clauses are including:-

- (a) Earnest money of two other lowest bidders (L2 and L3) should not be returned for 15 days so that quotes of L2 and L3 can be considered in case of default of first tenderer (L1).
- Offers will be made to L2 to work at L1 rates in the eventuality of L1 not being able to work as per the terms and conditions of tenders. In case L2 is willing to work at L1 rates, he will be allotted the balance work. In case of unwillingness of L-2, offer will be made to L3 to work at L1 rates. In case L3 is willing, L3 will be allotted the work at L1 rates. Should L3 not be willing, then negotiation will be held with L2 and if the rates of L2 are unreasonable, the authorities will be free to make a counter offer to L2 and if this is not accepted, the discussions with L2 will be terminated and similar negotiations will be entered with L3. The authorities may quote a counter offer here also as in the earlier case if L3 rates are unreasonable or the subsequent rates quoted by L3 are felt to be unreasonable or high. In case there is no acceptance of counter offer or if the rates in negotiations are too high, the committee may cancel the tender. Fresh local tenders will be called, if necessary, giving 24 hours notice.

There will be no earnest money for new contracts in case the earlier contract is cancelled on the above account.

- (c) However, any new contracts in case of any emergency will be awarded only after the emergency or urgency is properly justified with the approval of the Deputy Commissioner or by the local committee constituted by him.
- (d) Calling of fresh tenders by short notice in case of emergency will be through simultaneous methods of telegrams, munadi, sending mandi peon as courier to hand over the notice to the local contractors and obtaining their signatures wherever possible.
- 15. If the successful tenderer, after depositing security amount, resigns from his offer and does not come forward for entering into an agreement with the concerned Procurement Agency within the stipulated period, then his security amount shall stand forfeited and concerned Procurement Agency will be at liberty to get the work done at his risk and cost or do the agreement with L-2 at L-1 rates.
- 16. If the successful tenderer after depositing security amount and entering into an agreement with the concerned State Procurement Agency, fails to undertake the work or refuses to work or make default in proper fulfillment of the conditions of the Agreement, or leave the work in between, the security deposited by him shall stand forfeited and he will be black listed besides being debarred from allotment of any work of the State Procurement Agencies in future. In addition, the Department/Agency shall be competent to get the remaining work carried out on the prevailing market rates/ by appointing regular contractors at the risk and



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cost of the defaulting contractor, by serving him with one day's notice and in that case extra amount incurred by the Department/Agency shall be recoverable from the defaulting contractor from his security and pending bills. In case any amount still remains recoverable, that would be recovered from the two sureties given by the contractor. In case the recoverable amount from the defaulting contractor still remains after the above adjustment, the exceeded amount shall be recovered from the defaulter contractor as arrears of land revenue.

- The successful tenderer will not be responsible for delay which may arise on account of reasons beyond his control of which the Director Food Civil Supplies & Consumer Affairs Department/MD of the concerned procurement agency shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage caused to Procurement Agency on this account.
- 18. The contractor shall have to execute all the work to the full satisfaction of the Department/Agency. Directions for proper execution of the contract or for speedy and careful handling of foodgrains and stock articles, issued in this behalf by DFCS & CA/DM or his representative shall be binding on him.
- 19. The successful tenderer shall ensure proper building of stacks having adequate alleyways in the godowns/CAP storage of the concerned Procurement Agency as per the instructions given by their Staff. He/they shall squarely be responsible for any type of shortages of bags found from within the stacks at any subsequent stage. He/they shall also ensure that the stacks built by his/their labour are stable and do not tilt/fall. In case it happens, he/they shall be liable to get the same restacked at his/their own cost within 24 hours.
- 20. The successful tenderer is bound to lift the food-grains from the mandis on a day-to-day basis but not later than 72 hours after the time of purchase otherwise Rs.100/- per truck will be charged as penality on the remaining stocks lifted after 72 hours. In case he fails to do so, the services of Arthia or any other source will be utilized by the Department/Agency without issuing any notice to the contractor and payment of such operations carried out by Arthia/other source, will be made by the Agency directly to Arthias/ other source and the contractor shall have no objection or claim in this regard. By utilizing the services of arthias, the contractor will not be absolved of his liabilities/obligations under the risk and cost clause

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खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

above for foodgrains lifted by engaging any other person/mode of conveyance, the extra expenditure payable by the procuring agency shall be recoverable from the defaulting labour contractor in due course of law and as per terms and conditions specified above.

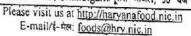
- 21. The successful tenderer shall be liable to do the job of handling and local cartage work for the stocks/stock articles being received/sent from/to other centres. Contractor shall have no objection for utilizing the services of own vehicles by Government / Agencies/Societies of HAFED for procurement/lifting of stocks/stock articals.
- 22. All persons employed by the contractor shall be engaged by him as his own employees/workers in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act 1923 or Employees Provident Fund Act or any other similar enactments in respect of all such personnel/labour shall be only that of the contractor. The contractor shall be bound to indemnify the agency against all claims whatsoever in respect of the said personnel/labour under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the contractor or not.
- 23. The successful tenderer will be governed by the laws of land for the time being in force in India.
- 24. The successful tenderer shall comply with or cause to be complied with all the labour regulations enactments/laws made by the State Government and the Central Govt. from time to time in respect of payment of wages of the workers/labour and all related matters.
- 25. The successful tenderer shall nominate/authorize in writing one or more responsible representatives who will act on his behalf in day-to-day working of the contract. The labour contractor or his representative shall contact to the office in-charge of the agency or any other officer/official acting on behalf of the agency and take instructions regarding the work to be carried out on a day-to-day basis.
- 26. The successful tenderer shall take adequate steps and necessary precautions to avoid wastage and damage to the foodgrains during handling and transportation of stocks. The contractor shall be liable for any loss which the agency may suffer during handling and transportation of stocks.



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- 27. The successful tenderer will provide adequate number of stitchers and sweepers at his own cost at all loading/unloading and other operational points to carry out minor repairs with twine to the leakage of bags.
- The successful tenderer shall collect all sweepings and spillings of food-grains at all loading/unloading and other operational points and fill them after cleaning if necessary in slack bags or in other empty bags supplied by the agencies and firmly stitch them with at least 16 stitches. The twine/thread for this purpose shall be provided by the agencies.
- 29. Deduction of Income Tax and surcharge, if any, applicable shall be made at source as per law. It shall be the responsibility of the contractor to comply with the provisions of the Income Tax Act.
- 30. The security will be refunded only after the successful execution of the contract. The security will be refunded on completion of internal audit of accounts for that period and if nothing is found due against him.
- The contractor shall be liable to provide the basic facilities such as health, ESI, and Compensation etc. as per exiting law to the labourers. The contractor shall be liable to deduct and deposit at source as per rules. Further the labour contractor will be bound to pay wages as per minimum Wages Act, fixed by the Competent Authority from time to time and shall furnish an affidavit to the concerned DFCS & CAVDM of the Agencies that the payment has actually been made to the labourers for the work done by them as per wages Act. Admissible overtime will also be payable as per rules.
- 32. That the labour contractor will not claim for handling of foodgrains, pulses, mustard, bajra, coarsegrain and other article stocks in the godowns under FCI guarantee scheme.
- 33. In case it is considered by the procuring agency that the payment made to the contractor on tendered rate is higher than the market prevailing rates, the differential amount will be recovered from his pending claims/security or otherwise.
- In case the stocks are stored/delivered to FCI other than the purchase centre/mandi and the cartage rates are higher than the local transportation union rates/rates fixed by the DC/Department, the payment shall be restricted as per local transportation rates/rates fixed by DC/Department.
- 35. The work of operations contained in the Part-I of Annexure-A i.e. filling, sewing, weighing, stitching (manual machine stiching), marking on bags, temporary stacking & loading of bags

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खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

on to the trucks/trolley from mandi will be given to mandi arthia association as per rates fixed by the HSAMB. They will execute agreement with DFCS & CA/DM of concerned agency before the scheduled date of opening of tender by District Tender Committee.

Further in Kharif Marketing Season the work of labour operation of paddy i.e. loading from mandi, cartage upto 8 km. and unloading will be carried out by the rice millers at their own level or as per decision of the state Govt. from time to time and remaining operations i.e. filling of bags, weighment of bags, sewing, marking of bags and temporary stacking will be given to the Arthia association at the rates fixed by the HSAMB.

- 36. The Kaccha Arthia Association may also participate in tender and quote their rates for the operations as contained in part-II of the Annexure-A.
- 37. In case any dispute arises between the contractor and the State Procurement Agencies, the matter will be referred to the Director Food Civil Supplies and Consumer Affairs/M.D. of the concerned agency or his nominee for adjudicating the matter of dispute under the provisions of Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties.
- 38. E-Tenderer may clearly mention their bank account no., name of bank and its branch along with IFSC code for refund of EMD in proforma'x' given with technical bid value as per notification issued by concerned State Govt. from time to time.

Deputy Director (Proc) for Director Food, Civil Supplies and Consumer Affairs Department Haryana



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Directorate of Food Civil Supplies and Consumer Affairs.

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामलें, निदेशालय

Proforma of Agreement

ender (enclosed).	(hereinafter called the first party and ment Agency (hereinafter called second
S&CA/DM/Manager of the concerned State Procuren). The first party agrees to work as remained for doing various labour/local cender (enclosed). That the second party has given approval to has agreed to work on such rates.	ment Agency (hereinafter called second mandi labour contractor in respect of cartage works as per terms & conditions of of the rates given as under for which first
S&CA/DM/Manager of the concerned State Procuren). The first party agrees to work as remained for doing various labour/local cender (enclosed). That the second party has given approval to has agreed to work on such rates.	ment Agency (hereinafter called second mandi labour contractor in respect of cartage works as per terms & conditions of of the rates given as under for which first
The first party agrees to work as mandi for doing various labour/local cender (enclosed). That the second party has given approval has agreed to work on such rates.	mandi labour contractor in respect of cartage works as per terms & conditions of of the rates given as under for which first
mandi for doing various labour/local cender (enclosed). That the second party has given approval has agreed to work on such rates.	cartage works as per terms & conditions of of the rates given as under for which first
That the second party has given approval has agreed to work on such rates.	of the rates given as under for which first
That the second party has given approval has agreed to work on such rates.	
has agreed to work on such rates.	
Part-I As per schedule rate	at par of schedule rate
	at par of schedule rate
Part-II %age above/below/a	
This agreement is valid upto 31.3.2021.	
In case any dispute arises between the	e contractor and the State Procurement
ncy, the matter will be referred to the Director Food ar	
s nominee for adjudicating the matter of dispute under	
decision shall be binding on both the parties	
	Executants
	Party-Ist
	Party-IInd
ness	

2 nd Floor, 30 Bays Building, Sector: 17-B, Chandigarh/दूमरी	

Affix attested Passport Size

Photograph of

tenderer



Government of Haryana/हरियाणा सरकार

Directorate of Food Civil Supplies and Consumer Affairs.

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामलें, निदेशालय

टैन्डर फार्म श्रम दुलाई व कारटेज कार्य हेतु

वर्ष 2020-21

टैन्डर नोटिस क्मांक:

दिमाक

- केन्द्र का नाम जिसके लिए टैन्डर दिया जाना है
- 2. धरोहर राशि
- 3. प्रतिभृति की राशि
- टैन्डरदाता व पार्टी का नाम
- पिता का नाम
- वर्तमान पता
- स्थाई पता (As per voter list/ration card/identity card/licence)
- मोबाईल नम्बर:

ई-मेल आई0डी0

प्रमाणित किया जाता है कि उपरोक्त टैन्डरदाता विभाग के कार्यों के लिए बलैक लिस्टिड नहीं है ।

जिला खाद्य नागरिक आपूर्ति एवं उपभोक्ता मामले नियन्त्रक.

सेवा में

जिला खाद्य नागरिक आपूर्ति एवं उपभोक्ता मामलें नियन्त्रक

श्रीमान जी

निवेदन है कि मैने / हमने उपरोक्त वर्णित टैन्डर नोटिस की सभी धाराओं का तथा उसके साथ सभी सलग्न दरों का भली भान्ति अध्ययन कर लिया है और मैं / हम उपरोक्त वर्णित केन्द्र पर उपरोक्त वर्णित अवधि के लिए श्रम व ढुलाई का कार्य अनुबन्ध 'ए' भाग-।। के कार्य निम्मलिखित टैन्डर दरों पर करने के लिए सहमत है / हूँ ।

प्रतिशत उपर

- 2. बेसिक दर
- b. प्रतिशत कम दर

बैंक का नाम

आर दी जी एस

राशि

हस्ता० टैन्डरदाता

टैन्डर निम्न हस्ताक्षरकर्ताओं की उपस्थिति में खोला गया उप मण्डल अधि,;जि.नि.द्ध जि.प्र.

जि.प्र

जि.प

जि.प्र.

हैफड कान्फेंड एच.डब्लयु.नी हरि.एग्रे

उपरोक्त वर्णित स्थिति अनुसार रबी तथा खरीफ 2020—21 की फसलों की हैण्डलिंग के लिए ध्रम ठेकेदार की नियुक्तियां करमें का जिलावार शैंड्यूल दिनांकतक निर्धारित किया जाना है । EM



Directorate of Food Civil Supplies and Consumer Affairs.

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

टैन्डर फार्न

श्रम दुलाई व कारटेज कार्य हेतु

वर्ष 2020-21टैन्डर नोटिस क्यांकः

दिनांक

- दैण्डरदाता व पार्टी का नाम
- 2. पिता का नाम
- 3. वर्तमान पता
- 4. स्थाई पता As per voter list/ration card/identity card/licenece
- 5 केन्द्र का नाम जिसके लिए टैण्डर दिया जाना है
- 6 धरोहर राशि
- बैंक का नाम आर टी जी एस राशि
- मोबाईल नं०

ई0-मेल आई0डी0

सेवा में

जिला खाद्य नागरिक आपूर्ति एवं उपभोवता मामलें नियन्त्रक

श्रीमान जी.

निवेदन है कि मैने / हमने उपरोक्त वर्णित टैन्डर नोटिस की सभी धाराओं का तथा उसके साथ सभी संलग्न दरों का भली भान्ति अध्ययन कर तिया है और मैं / हम उपरोक्त वर्णित केन्द्र पर उपरोक्त वर्णित अविध के लिए श्रम व ढुलाई का कार्य अनुबन्ध 'ए' भाग-।। के कार्य निम्नलिखित टैन्डर दरों पर करने के लिए सहमत है / हूँ ।

- प्रतिशत उपर
- 2. बेसिक दर
- 3. प्रतिशत कम पर

मैं/हम प्रमाणित करता/करते हूं/है कि मैं/हम अथवा मेरी/हमारी फर्म/कम्पनी/सोसाईटी किसी भी विभाग/एँज़ेंसी के कार्यों के लिए ब्लैकलिस्टिड नहीं है।

हस्ता० टैन्डरदाता

Affix attested

Passport Size Photograph of

tenderer

कार्यालय उपयोग के लिए

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तकनीकी बोली में सफल होने उपरांत टैण्डरदाता का टैण्डर फार्म निम्न हस्ताक्षरकर्ताओं की उपरिश्वित में खोला गया

जि.प्र.

रिस प

जि.प्र

जि.प्र. कान्फैड

जि.खा.पू.नि. एवं उ.म०अ०(ना०) पुलिस अधीक्षक (प्रतिनिधि)

हैफेड हरिएग्रे एच डब्लय् सी.

उपायुक्त / प्रतिनिध उपायुक्त

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Directorate of Food Civil Supplies and Consumer Affairs.

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

OFFICE OF THE DIRECTOR, FOOD CIVIL SUPPLIES and CONSUMER AFFAIRS HARYANA, CHANDIGARH E-TENDER NOTICE FOR LABOUR AND CARTAGE FOR THE YEAR 2020-21

E-Tenders are invited from Arthia Association, labour contractors, other eligible entities for doing various labour and cartage operations of foodgrains/coarsegrains/oil seed/stock articles as shown in part-II of the Annexure "A" for all the mandis/godowns except in the godowns constructed/operated under FCI guarantee scheme falling in each district for the year 2020-21 in respect of State Procurement Agencies i.e. Food, Civil Supplies and Consumers Affairs Department, Haryana State Co-operative Supply & Marketing Federation (Hafed), Haryana Warehousing Corporation (HWC). The tenders in respect of all the State Procurement Agencies shall be received by the concerned Deputy Commissioner/Tender Committee/DFSC.:-

Sr.	Name of	Release/Calling of	Opening of	Opening of
No.	District	Tender up to 5.00	Technical Bid &	Financial Bid &
		PM.	Checking of	negotiation & finalization.
1			documents up to	
			2:00 PM.	
1.	Ambala	03-03-2020	15.03.2020	As per decision of Distt. Tender Committee.
2.	Bhiwani	03-03-2020	15.03.2020	-do-
3.	Charkhi Dadri	03-03-2020	15.03.2020	-do-
4.	Faridabad	03-03-2020	15.03.2020	-do-
5.	Fatehabad	03-03-2020	15.03.2020	-do-
6.	Gurgaon	03-03-2020	15.03.2020	-do-
7.	Hisar	03-03-2020	15.03.2020	-do-
8.	Jhajjar	03-03-2020	15.03.2020	-do-
9.	Jind	03-03-2020	15.03.2020	-do-
10.	Kaithal	03-03-2020	15.03.2020	-do-
11.	Karnal	03-03-2020	15.03.2020	-do-
12.	Kurukshetra	03-03-2020	15.03.2020	-do-
13.	Mewat	03-03-2020	15.03.2020	-do-
14.	Narnaul	03-03-2020	15.03.2020	-do-
15.	Palwal	03-03-2020	15.03.2020	-do-
16.	Panchkula	03-03-2020	15.03.2020	-do-
17.	Panipat	03-03-2020	15.03.2020	-do-
18.	Rewari	03-03-2020	15.03.2020	-do-
19.	Rohtak	03-03-2020	15.03.2020	-do-
20.	Sirsa	03-03-2020	15.03.2020	-do-
21.	Sonepat	03-03-2020	15.03.2020	-do-
22.	Yamuna Nagar	03-03-2020	15.03.2020	-do-

1. The Date, time and venue for receiving/opening/last date of applying (closing date of tenders shall be fixed by the concerned Deputy Commissioner/ Tender Committee as per details given in the tender notice.



खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

(ii)Subject to the consent approval of the Distt. Tender Committee if required re-tendering shall be fixed accordingly.

- 2. Tender forms and detail terms and conditions can also be downloaded from the website of this department i.e. http://haryanafood.nic.in.
- 3. In case of any enquiry/problem, the concerned Distt. Food and Supplies Controller for Food and Supplies Department/Distt. Manager of the respected procurement agency may be contacted.
- 4 The Anaj Mandi Arthia Association may also participate in transportation work after quoting the rates in e-tender. The condition of three years experience will not be applicable in case of Mandi Association.
- The Arthia Association of concerned mandi will submit their undertaking to the tender committee to carry out complete labour operations of part-I of Tender premium should be quoted only on part-II labour operations of which will be supplied along with Tender Form and terms and conditions.
- The procurement figures of Wheat, Paddy, foodgrains, pulses, mustard, bajra, coarsegrain and other articles purchased during Rabi & Kharif Marketing Season for the year 2020-21 (if required) can be obtained from the concerned Agency on any working day.
- 7 The District Tender Committee reserves the right to accept/reject any/all tenders without assigning any reason. After the final acceptance of the tender by the tender committee, no request for further increase of rate for any operation shall be entertained.

Deputy Director (Proc) for Director Food Civil Supplies and Consumer A ffairs Department Haryana



Directorate of Food Civil Supplies and Consumer Affairs.

खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामलें, निदेशालय

FORMAT OF TECHNICAL BID(Labour and Cartage for 2020-21)

Sr. No.	Particulars	
2.	Detail of the duly self attested Certificate to be uploaded: (Yes/No) i) Certificate on proper stamp paper that the Contractor/tenderer has not been blacklisted by any of the Government/Semi Government Department/s and not connected to any firm who has been so blacklisted. ii) Registration certificate of Party/Contractor. Income Tax clearance certificate for the preceding three years (ITR). iv) Partnership Deed in case of partnership concerns. v) Solvency certificate issued by the banker. vi) Last three years Experience Certificate vii) Copy of PAN CARD. viii) Copy of Food Safety and Standards authority of India, licence x) Affidavit for assurance to provide the required transportation and the work releting to it as an when required by the concerned DFSC/Agency xi) Statement of Assets with valuation certificate from valuator alongwith documentary proof of immovable property other than residential house, which may not be less than 10% of the cost of contract value.	
	Detail of Earnest Money Deposit	RTGSNO DATE NAME OF BANK AMOUNT
3.	Whether the copies of the following documents duly signed at each page have been uploaded (write Yes or No)	
	i)Tender Documents and Terms & Conditions	
	ii)Power of attorney to sign the tender documents	

2nd Floor, 30 Bays Building, Sector: 17-B, Chandigarh/दूसरी मंजिल, 30 बेज बिलंडिंग, सेक्टर-17-बी, चण्डीगढ

Please visit us at http://haryanafood.nic.in E-mail/ई-मेल: foods@hry.nic.in ELS



खाद्य नागरिक आपूर्ति तथा उपभोक्ता मामले, निदेशालय

I/we hereby state that:-

- 1. I/we have thoroughly read all the schedules, appendices, annexures to the tender documents, terms & conditions carefully.
- 2. Our offer is as per Terms and Conditions given in the tender document.

Si	gnature
	Seal/Stamp
Full Name of the authorized signatory (mandatary)	
Designation of the signatory (mandatary)	
Contact No. of signatory (mandatary)	
E-Mail ID of signatory	

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	Annexure- A	the vear 2020-2021 in all the	wire & Cartage operations for the purchase of 100dgrains/coarsectains co	Mandis of Haryana State.
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	covertarpaulins Must plastering of polythene cover for turneration including cost of material is slav	-	RS 14. Cach operation will (payment of the operation will be made to the person who	Ry 11 cach operation (payment at this operation will be made to the person who actually performed	operation actually

100		verification by the AFSO	himself		0. 1. 0. 1.1.
-6	Opening and closing of doors & windows at the time of tumigation including cost of material is clay mud, gobri & bhusa etc.	I Per door Rs 4 20 2 Per window Ks 2 80 3 Per ventilation Rs 2 80	1 Per door Rs. 4.20 2 Per window Rs. 2.80 3 Per ventilation Rs. 2.80	1 Per door Rs 4 20 2 Per window Rs 2 80 3 Per ventilation Rs 2 80	2 Per door KS 4 20 2 Per window RS 2 80 3. Per ventilation RS 2 80
1000	Physical Verification				Re \$5.00 per 100 bags
-	Removing out of godown weighing on platform/beam scale and restacking in	Rs 70 00 per 100 bags	Rs 45 00 per 100 bags	Rs 31 00 per 100 bags	
-	Misc. Operations on the delivery of stocks				mumana sabasa sasahar oo ce
	Removal of filled bags out of godowns/plinths		Rs. 18.00 without tender	Rs 12 00 without tender premium	22.00
	if canage and weighment is not involved	Rs 48 00	Rs 31.00	Rs 21 00	Rs. 37.00
	removing out godown	00000	De 45 00 not to be exceed	Rs 30 00 not to be exceed	Rs 55 00 not to be exceed
	Re-bagging (Filling, sewing of bags weighing on beam scale/platform scale	Rs 154 00 including	Rs 101.00 including tender premium	Rs. 67.00 including tender premium	Rs. 121.00 including tender premium
	Cuth for se booking	Rs 42 00 without tender	Rs 42 00 without tender	Rs 42 00 without render premium	KS 42 00 million con 28
	Sull to 10 Semble	premium	ргетит.	(W. 2)	Rs. 26.00
	Lutar charges for weighing by platform beam scate when re-bagging is not involved but including removing out of godown	Rs 33 60	Rs 22 40	Rs 24 20	K5 38 00
	Cleaning by hand sieve/removing sieve Station chowkidar per night/day	As fixed by DC concerned without	As fixed by D.E concerned without premium/tender cut	As fixed by D.C. concerned without premiumitender cut	As fixed by D. Concerned premium/tender cut
		premium/tender cut		10.00	Rs. 33.00
	The Action of the Control	Rs 42 00	Rs 28.00		Rs 33 00
	Control of wasons on/off the platform	R\$ 42.00	Rs 28.00		Rs 66 00
	Sewing after pura-karai (Brining to standard weigh) when re-bagging is not involved including out of godown, placing on scale and	R\$ 84 00	Rs 56.00	KS 37 00	
	weightment	\$ c c c	0. 18 30	Rs 12 00	Rs 22 00
	Stacking after standardization	00.87			Rs. 26.00
	Karla on bags actually weighed Sample drawing, sewing after sample drawing	Rs. 16.80	400	Rs 16.80	Rs. 16.80
	nochuling suffi on bags actually inspected Loading of trucks/carrs from station/cap	Rs 36 00 per 100 bags	Rs 36 40 per 100 bags	Rs 24 20 per 110 bags	Rs 44 00 per 100 bags
	· · · wopi	Rs. 15100 Harrare per R 100 bags	Rs. 101.00 Flat rate pet 100 bays	Rs 67 00 Harrate per 100 bags	Rs. 122 00 Flat rate per 100 bags.
		Hall of the rate of one of h	Hall of the rate of one filled		

covers p covers	filled where hay it	wheat bag ie 75 kg		
Ceneral Charges			Rs ,6 - per 100 bags	Rs 66 00/- per 100 bags
Changing of bags (reconditioning the bags)	Rs 84 per 100 bags	Ks Soft per 100 bags		o con such without tender premium
Sewing and weighment Spreading of gass proof cover/polythene cover tarpaulins on stock of foodgrains	Rx 560 each without tender premium	Rs 5.60- each without tender premium	Rs 560: cach without lender premium	Ks 5.007: each winds
	_			Rs 225
Monthly cleaning of godowns	1 8 c 3 80	Rs. 155		Rs 4 35
For a godown upto 1000 bags capability For a godown of more than 1000 bags	Rs 5 60	Rs 280	12 12 12 12 12 12 12 12 12 12 12 12 12 1	And the second of the second o
capacity (arriage of bags from foot to be top of bins khattics and paltai into main holes	of standard filling by the mechanical process in Rs 140: per 100 bags of standard filling it by manual process	t) Rs 56/- per 100 bags of i) Rs 37 00 standard filling by the standard filling in process ii) Rs 92/- per 100 bags of ii) Rs 62 p standard filling if by manual standard filling process	i) Rs 567- per 100 bags of i) Rs 37 00 per 100 bags of standard filling by the standard filling by the mechanical mechanical process. process i) Rs 927- per 100 bags of ii) Rs 62 per 100 bags of ii) Rs 927- per 100 bags of process. process	filling by the mechanical process (i) Rs 110.00/- per 100 bags of standard filling if by manual process