



**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**
CORPORATE OFFICE, SECTOR 5, PANCHKULA, HARYANA (INDIA)
TEL: 2590520-26, FAX: 2590711, E-Mail: hafed@hry.nic.in
Website: www.hafed.nic.in

**Notice Inviting E-tenders for
Empanelment of Service Provider**

The Haryana State Cooperative Supply and Marketing Federation Limited, (HAFED) invites E-tenders for empanelment of Service Provider for deployment of Security Guards/Manpower round the clock at various locations of Hafed Godowns, Offices, Premises, Plants and Mills, etc.

The service providers having good track record and fulfilling the eligibility criteria laid down in the tender document may submit their technical and financial bids along with all supporting documents online. The tender document containing details of scope of work, eligibility criteria, and other terms and conditions is available on portal <https://haryanaeprocurement.gov.in> or Hafed Website www.hafed.gov.in. The period of downloading of tender document & bid submission starts from **13.09.2017 at 10.30 AM to 27.09.2017 upto 11.59 PM** through e-Tender portal as mentioned above. The technical bids will be opened on **28.09.2017 at 11.00 AM** at Hafed Corporate Office, Sector-5, Panchkula and the financial bids will be opened on **06.10.2017 at 11.00 AM** in the presence of the tenderers or their authorized representatives, who may wish to be present.

Hafed reserve the right to reject any/all bids without assigning any reason.

MANAGING DIRECTOR

Detailed Notice Inviting E-Tender

E-Tender is invited for below mentioned work in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Name of Work	EMD to be deposited	Tender Document Fee and E-services fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Empanelment of Service Provider for providing Security Guards/ other Personnel	Rs. 5,00,000/-	Rs. 5000 + Rs. 1000 = Rs. 6000/-	13.09.2017 at 10.30 AM	27.09.2017 at 11.59 PM

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. **The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**

2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. Service Provider **will be required to make online payment of Rs. 5,00,000/- towards EMD fee in due course of time i.e. between 13.09.2017 upto 25.09.2017** **The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allowed to submit its bids for the respective event/Tenders.**

3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events **and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency will be able to successfully verify their payment online, and there after submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.**

4. The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

5. The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

6. The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	HAFED Stage	Bidder's Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender	-	12.09.2017 5.00 PM	12.09.2017 12.00 PM

2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online	13.09.2017 10.30AM	27.09.2017 11.59 PM
3	-	Manual Submission of supporting documents of Technical Bid	28.09.2017 09.00 AM	28.09.2017 11.00 AM
4	Opening of Technical Bid	-	28.09.2017 11.00 AM	28.09.2017 04.00 PM
5	Opening of Financial Bid	-	06.10.2017 11.00 AM	06.10.2017 02.00 PM

Important Note:

- 1) The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/ Post Master/ Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,

SCO – 09, IInd Floor,

Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 0172 – 2582008-09, 2618292 and 1800-180-2097 (Toll Free Number)

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any

other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Next Tenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Online Payment of Tender Document Fee, eService fee & EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

8.1 Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

(i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender (bid) mandatorily be submitted online following the instruction appearing on the screen.

(ii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

A. **Only Electronic Form (Refer Tender document).**

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

(B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

In the first instance, the online payment details of tender document fee+e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

The bidder must submit their bids online as per the dates mentioned in the Schedule/Key Dates above.

Guideline for Online Payments at e-Procurement Portal of Government of Haryana

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.

- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT/OTC

The bidder shall have the option to make the EMD payment via RTGS/ NEFT/OTC. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

i) Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

ii) Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

iii) Each challan shall therefore include the following details that will be pre-populated:

- Beneficiary account no: (unique alphanumeric code for e-tendering)
- Beneficiary IFSC Code:
- Amount:
- Beneficiary bank branch:
- Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net banking banks

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait

4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank
21. Indusind Bank
22. ING Vysya Bank 23. J and K Bank
24. Karnataka Bank
25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce
29. South Indian Bank
30. Standard Chartered Bank
31. State Bank Of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore
36. State Bank Of Patiala
37. Tamilnad Mercantile Bank

- 38. Union Bank of India
- 39. United Bank of India
- 40. Vijaya Bank
- 41. Yes Bank

For making payment through Demand Draft against the online Challan generated for OTC:

The intended bidders are required to draw demand draft in favour of below furnished details.

Sr. No.	Account title
1	GOH E- PROC EMD ESCROW A/C DSND HAFED

**Terms & Conditions governing the contract for empanelment of Service
Provider**

1. The Tenderers/Bidders must submit their offers for providing round the clock watch and ward services and other manpower/ services at various locations of Hafed in the State of Haryana and outside including the Warehouses/ Godowns, Processing Plants and Mills, Office Premises, etc.
2. The Tenderer should have a good track record with a minimum turnover of Rs. 8.00 crore in each of the last three financial years i.e. 2014-15, 2015-16 and 2016-17.
3. The offer should be accompanied by an Earnest Money of Rs.5,00,000/- as per e-tendering process.
4. The Tenderer should be registered with the Police Department of Haryana under the **Private Security Agencies (Regulation) Act, 2005 notified in Haryana on 31.08.2009**. Copy of registration indicating the number and date of registration and registration to operate in entire state of Haryana, duly self-attested, must be submitted with the offer failing which the offer will be summarily rejected.
5. The Tenderer must be registered with Income Tax Deptt., Provident Fund Deptt., Labour Deptt., ESI and Service Tax authority and must submit self-attested copies of the following valid documents:-
 - i) Copy of PAN Card issued by the Income Tax Department.
 - ii) Copy of Service Tax Registration number.
 - iii) Copy of Valid Registration Certificate.
 - iv) Copy of the Valid Provident Fund Registration Number.
 - v) Copy of the Valid ESI Registration Number.
 - vi) Valid Labour License(s) for employing manpower of more than 300 Nos.
 - vii) Copies of ITRs of the last three years.
 - viii) Compliance certificate of the last three years regarding EPF, ESI, Labour welfare fund & Service Tax, duly certified by a Chartered Accountant.
6. The Tenderer must submit a notarized Affidavit on a Stamp Paper of Rs.100/- to the effect that it has never been blacklisted by any Central or State Organization/ PSU/ institutions/ corporation/ establishment.

7. It will be the responsibility of the Service Provider to follow/ comply with all legal provisions under relevant labour laws and enactments. Service Provider shall also be responsible for compliance of all legal provisions connected with employment of Security Guards.
8. The Service Provider will ensure that each person so deployed is covered under the ESI Scheme, wherever applicable and ESI card is issued to them so that he/she can avail the benefits of this account. It should be ensured that UAN is got issued to every person so deployed and their details like UAN, Mobile No., Bank Account No. & Addhar Card No. are made available to the Principal Employer alongwith the details of wages paid, EPF deposited (both employer's & employee's share), so that Principal Employer may verify the details of the amount having been deposited through UAN No. before its payment is released to the Service Provider. The Service Provider will make payment through RTGS into the bank accounts of its employees.
9. The Security Guards to be provided by the Service Provider should be of minimum age of 18 years and maximum age of 58 years.
10. The Service Provider must submit with the technical bid a Solvency Certificate from its Banker/ any commercial Bank for a minimum amount of Rupees One Crore. The certificate of solvency should not be issued six months prior to the date of submission of tender or should have validity as on last date of submission of the tender/bid.
11. The Service Provider will have to submit a certificate, which shows their satisfactory job performance in at least one Government/ Public Sector / Autonomous Body during the last 3 financial years. The certificate issued by the private Sector Bodies / Private Companies who have an annual turnover of at least Rs.50 crores and above in the financial year relevant to the certificate, will also be considered. If Service Provider is already working with HAFED then the certificate of the concerned District Manager shall be enclosed with the technical bid. It is further added that Service Provider should have at least One Security contract for providing round the clock Security Services to any Central Government Institution/ Central Government Department/State Government Institution/ State Government Department/ Public sector Maharatna & Navratna Company/ Multinational Company having

contract value/ Executed value of not less than Rs. 02 Crores under Single Work Order/Contract Agreement on Notarized Stamp. The Service Provider shall submit as proof against above, a copy of Work order or Contract Agreement on a Notarised Stamp or completion certificate or TDS Certificate, clearly showing the amount of work completed/Executed during last Financial Year.

12. The Service Provider must have completed at least 3 consecutive years in the business of Private Security Services at the time of submission of the Tender.
13. The technical and financial bids shall be signed by either the sole proprietor or the partner or the Director or the person duly authorized by the tendering organization by virtue of provisions of partnership deed, bye-laws or by memorandum of association/ articles of association, Power of Attorney. Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/Agency with name, Designation, Office/Residential Address, e-mail address and office Telephone numbers indicating that whether the Bidder is a Sole Proprietor/Partnership Firm and if Partnership Firm, Names, Addresses and Telephones numbers of proprietor/ Directors/Partners is also required to be submitted in the technical bid.
14. The Security Guards to be deployed should be physically and mentally fit, of sound health with minimum height of 5'5".
15. Persons to be deployed as security Guards should have passed Matriculation Examination and those to be deployed as Aeration/ Dusting operators should have passed 8th Standard Examination from any recognized School Education Board/ Educational Institution. The Service Provider shall impart proper training to the security guards by issuing training certificate before deploying them to provide services in Hafed.
16. The Service Provider shall pay wages as per DC rates prescribed in concerned district or Labour Commissioner Rates whichever is higher to the Security Guards/ persons deployed by it during the period of Contract. Gun allowance as per DC rates/Labour Commissioner rates applicable in the district concerned will be paid wherever services of Gunmen are required by Hafed through prior written requisition by the District Manager Hafed or In-charge of the Processing Unit of Hafed or Head of office concerned. The

Agency is bound to pay the minimum wages as fixed/revised by the concerned Govt. Authority from time to time. The responsibility for any penal action arising out of violation of the Statutory Provisions shall solely lie with Service Provider and Hafed shall not be responsible for any penalty/legal liability in this respect.

17. The Service Provider will be paid service charges as per rates finalized against this Tender. The offers of such bidders, who quote service charges of 2% or less than 2% in the financial bid, will be rejected. The tenderer must quote service charges in percentage upto two decimal places only. The Financial bids where service charges are quoted by the tenderers in more than two decimals places will not be considered and rejected.
18. The security guards provided by the Agency shall be paid minimum wages, Provident Fund & ESI services or any other charges/ services as applicable under the Law. The Service Provider shall deploy its employees in such a way that they get weekly rest as required under various Labour and other relevant Laws.
19. The Service Provider shall ensure that there is no shortage of manpower at anytime during the contract in force and Guards do not have to work over time.
20. The Service Provider shall provide to each Security Guard Uniform consisting of two trousers, two shirts, cap or turban, as the case may be, one woolen jersey (in winter) a pair of shoes, line yard with whistle, beret belt, badge and name plate. Agency shall also keep 5 rain coats, woolen over coats (Brandy) for use by the Security Guards for patrolling duty during rains/winter season. It is the responsibility of the Service Provider to provide the uniform to its security guards/personnel and expenditure on this account shall be borne by the Service Provider. The wearing of uniforms while on duty shall be compulsory. The Service Provider shall provide whistle, lathi and torch to the security guards. If any person, while on duty, is found without uniform, penalty shall be charged @ Rs. 300/- per person per day for each lapse and the amount of penalty will be recovered from the monthly bill of the Service Provider. In case(s) of repeated defaults however, HAFED may increase the

amount of penalty or terminate the services of the Agency, as deemed fit in its sole discretion.

21. The Security Guards to be provided by the Service Provider will be screened before their deployment by the Head of the concerned HAFED Office in association with the Service Provider concerned. Service Provider must get the police verification of each and every Security Guard/person done before their deployment in HAFED. The Service Provider shall not engage any security guard/personnel without verifying their character and other antecedents. The security guards/personnel convicted by the Court or untrained to perform the job, shall not be engaged. If any employee thus deployed by the Service Provider is found defaulter and any loss is caused to Hafed, recovery of the same shall be effected from the Service Provider.
22. The security guards/ personnel so deputed shall wear the Identity Card issued to them by the concerned Service Provider. Name of the person so deputed shall also be displayed on the chest of the person all the time. It is emphasized that no person shall be deputed by the agency without proper Identity Card and the name tag.
23. The Service Provider is required to provide manpower as per norms of Hafed and accordingly shall submit a comprehensive plan of operation/ deployment of Security personnel in each district shall be submitted by the Service Provider to the concerned District Manager in advance.
24. The Service Provider shall obtain required license under the Contract Labour (Regulation and Abolition) Act, 1970 and submit a self attested copy of the same to HAFED.
25. The Service Provider shall submit the proof of deposit of EPF in the account of each security guard/aeration worker every month, failing which District Manager shall be authorized to withheld the service charges and Hafed may proceed to cancel the service contract of the Service Provider.
26. Service Tax shall be deposited by the Service Provider in time regularly as applicable under the law.
27. A Group Insurance Policy for Security Guards/ other persons deployed in the District/ Processing Unit/ office of Hafed, where there is no ESI facility, will be obtained by the Service Provider and the Insurance Cover will be taken by the

concerned Service Provider and the amount will be reimbursed by HAFED in lieu of savings on ESI account.

28. The Service Provider shall submit bills along with verified muster roll having proof of payment of wages to its employees by the scheduled date i.e. upto 7th of each month to enable HAFED to process the same, actual re-imbusement (i.e. 88% of wages and relieving charges) of the bill so submitted will be released by HAFED immediately, remaining payment of statutory charges and service charges will be released after submission of copy of challan of EPF/ ESI/ Service Tax etc.(CRRN). The copy of challan will consist of the details of Security Guards i.e. name, father's name, address, EPF No. and amount deposited in his account. If the Service Provider fails to submit this full bill within 7 days of its becoming due, then the Service Provider will be warned at the first instance. If the same thing is repeated in the next month, then Hafed will initiate action for termination of the contract.
29. The contract with Service Provider will be initially for a period of two years which may be extended further at the sole discretion of Hafed for a period of one year on same rates and terms and conditions subject to the satisfactory performance of the services and statutory compliance of all the terms and conditions. The extension shall, in no case, be granted beyond the period of five years from the date of original contract. The performance of Service Provider will be reviewed after every 6 months and if the performance of any Service Provider is found unsatisfactory, the contract with the Service Provider will not be extended further and will be liable to be terminated.
30. A Service Agreement will be executed with the successful empanelled Service Provider as per draft proforma given at Annexure 'G'. The notice inviting tender, all the schedules, appendices and annexures to the tender document and terms and conditions enumerated therein are to be read and construed as a part of this tender and shall be binding on the tenderer.
31. Successful tenderer shall be required to deposit Bank Guarantee of Rs.100 lakhs valid for a period of the contract plus six months. In case of failure of the Service Provider to abide by the terms of the contract or in case of any loss caused to Hafed by the agency due to its acts of omission/ commission, the Bank Guarantee shall be invoked without any notice and the work will be

assigned to any other agency by Hafed. The bank guarantee is required to be furnished within 15 days (inclusive of holidays) from the date of acceptance of the offer by Hafed. EMD of empanelled Service Provider will be released by Hafed after submission of Bank Guarantee. In case the agency fails to submit the Bank Guarantee within 15 days its earnest money will be forfeited, and the offer will be cancelled and the work will be awarded to any other party at the sole discretion of Hafed. The Bank Guarantee will be released after successful completion of the contract on production of "No Objection Certificate" from all the Hafed District Offices as well as EPF/ ESI/ Service Tax department.

32. That the Service Provider shall report promptly in case of any theft, burglary/decoity or pilferage that takes place or any attempt made to the effect, to the Field Officer/Incharge of the concerned storage point, Head of the office etc. Failing supply of such information, the Service Provider shall be liable for all losses of Hafed stocks, stock articles, property & other material along with interest thereon on account of theft or pilferage, expenses suffered or incurred by the Hafed due to the negligence and un-workman like performance of any of his staff under this contract or breach of any terms thereof or damages losses occurred to the Hafed or in particular to any property or plant etc. belonging to the Hafed due to the negligent act of the Service Provider themselves or their employees/staff.
33. The Service Provider will maintain two separate certified registers for inward and outward movement of the goods giving details as per specified columns of the registers. No stocks of food grains and stock articles will either removed out or entered into the premises of the storage points without proper gate pass, cart slip duly signed by the Store Keeper/Incharge of the storage point. Another register shall be maintained for entering the names of the persons, date, time and reasons for opening and closing of the godowns with the premises of the storage point. The register shall be signed jointly by the Service Provider and Hafed officials authorized for the purpose. The list of such authorized officials will be provided by the concerned Head of the office.
34. The Service Provider shall keep the property of Hafed indemnified through a Fidelity Bond of Rs. 5000/- (Rs. Five thousand only) issued by a nationalized

General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of the agreement, which should be furnished within 15 days (inclusive holidays) from date of empanelment. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/ defend the same case, the entire cost on this account shall be borne by the Service Provider itself and it shall ensure that no financial or other legal liability of any nature comes on Hafed in this respect.

35. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.
36. The Tender of any Service Provider, who has not complied with one or more of the condition prescribed in the Terms & Conditions/minimum of technical parameter, will be summarily rejected.
37. Wages of the Security Guards/Aeration workers will be paid on the basis of their presence through biometric machines. However, till the biometric machines are not installed at a particular location, manual attendance will be acceptable only at the location where such biometric machines are not installed till the time these are installed.
38. Service Provider will provide Aadhar based and mobile linked Universal account number (UAN) to its employees, so that he/she can know the position of deposit of EPF in his/her account, can transfer EPF in case of joining in other department.
39. Service Provider will submit bill duly supported by valid registration certificate, labour licence, Name of Employee, Aadhar No., UAN No., Wages, Amount of EPF, Employer's Share(Family Pension fund etc.), amount payable to employee.
40. Documents of concerned Service Provider will be got confirmed from the concerned department, if found fake, empanelment will be terminated.
41. The tendering evaluation shall be done on weightage with 70% for Technical Evaluation based on resources capability/ skill expertise on work/Assessment

of previous experience in similar type of work, and 30% for financial evaluation.

42. The technical evaluation shall be done based on the following criteria:

i) Each bidder shall be assigned marks, out of total of 120 marks, as per the criteria specified below:

1. Number of years in operations (Experience)	Max. 20 Marks
a) Upto 3 years	05 marks
b) More than 3 years and upto 10 years	10 marks
c) More than 10 years and upto 15 years	15 marks
d) More than 15 years	20 marks
2. Average turnover of last 3 years	Max. 20 Marks
a) Upto 8 crores	05 marks
b) More than 8 crores and upto 25 crores	10 marks
c) More than 25 crores and upto 50 crores	15 marks
d) More than 50 crores	20 marks
3. Average net profit (after tax) for the last 3 years	Max. 20 Marks
a) Upto 10 lakhs	05 marks
b) More than 10 lakhs and upto 25 lakhs	10 marks
c) More than 25 lakhs and upto 50 lakhs	15 marks
d) More than 50 lakhs	20 marks
4. Number of manpower on rolls	Max. 20 Marks
a) Upto 500	05 marks
b) More than 500 and upto 1000	10 marks
c) More than 1000 and upto 1500	15 marks
d) More than 1500	20 marks
5. Quality Related Marks	Max. 20 Marks
a) ISO 9001:2008 or ISO 9001:2015 (Quality Management System)	05 marks
b) ISO 14001:2007 (Environmental Management System)	05 marks
c) OHSAS 18001:2007 (Occupational Health & Safety Management System)	05 marks
d) SA 8000 (Social Accountability Management System)	05 marks
e) Any other National/ International Accreditation Certificate	05 marks
6. Solvency Certificate	Max. 20 Marks
a) Upto 1 crore	05 marks
b) More than 1 crore and upto 1.5 crore	10 marks
c) More than 1.5 crore and upto 2 crore	15 marks
d) More than 2 crore	20 marks

ii) A bidder should mandatorily secure a minimum of 70% marks (i.e. 85 marks out of total 120 marks as per para 42 (i) in Technical Evaluation in

order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.

iii) The total marks obtained by a Bidder in the technical bid shall be allocated 70% of technical weightage and the financial bid shall be allocated 30% of financial weightage, and thereby making a total of 100% for the complete bidding.

iv) If the total marks obtained by two or more bidders, as per criteria at Para 42 (iii), are also the same, then the work may be allotted equally between those L-1 bidders. However, if there are more than three L-1, work may be allotted only to top three agencies in the order of merit prepared on the basis of aggregate turnover during the three financial years i.e. 2014-15, 2015-16 and 2016-17 and/or total work experience in a similar warehousing agency and/or any other criteria at the sole discretion of Hafed.

43. Conditional tenders will be summarily rejected. The financial bids of only those bidders shall be considered/ opened who qualify in the Technical Bid. The Financial Bids will be opened in the presence of qualified tenderers, who may wish to be present.
44. HAFED reserves the right to accept or reject any or all tenders without assigning any reason/ notice whatsoever and is not bound to accept the lowest tender. HAFED also reserves the right to scrap the tender enquiry at any stage without assigning any reason and HAFED will not be liable for any costs and consequences incurred by the intending tenderers.
45. In case of any dispute the matter shall be referred for the sole arbitration to the Managing Director, Hafed or his nominee whose decision shall be final and binding on both the parties. The agency specifically agrees to the arbitration of the Managing Director, Hafed knowing fully well that Hafed will be one of the parties to the dispute to be referred for arbitration. The tenderer cannot question the arbitration proceedings/award on this ground.

CRITERIA FOR TECHNICAL EVALUATION FOR EMPANELMENT OF SERVICE PROVIDER

All tenderers are required to submit the following documents with the Technical Bid:-

1. **Cost Of Tender Document:** The Technical bid should be accompanied by tender cost of Rs. 5,000/-, which will be paid as per e-tendering process.
2. **EMD/Tender Cost:** The Technical Bid should be accompanied by an Earnest Money of Rs. 5,00,000/-, which will be paid as per e-tendering process. Tender without the Earnest Money & tender cost, will not be considered.
3. **PSARA License:** To be eligible, the tenderer should be registered with the Police Department of Haryana under the **Private Security Agencies (Regulation) Act, 2005 notified in Haryana on 31.08.2009**. Copy of registration indicating the number & date of registration and registration to operate in entire state of Haryana, duly self attested must be submitted with the offer otherwise offer shall not be considered and will be summarily rejected.
4. **Statutory and Legal Compliance:** The Technical Bid must have the copies of the following documents attached with it:-
 - (a) Self attested copy of PAN No. card under Income Tax Act.
 - (b) Self attested copy of Service Tax Registration number.
 - (c) Self attested copy of Valid Registration of the Agency/Firm.
 - (d) Self attested copy of the Valid Provident Fund Registration Number.
 - (e) Self attested copy of the Valid ESI Registration Number
 - (f) Valid Labour License(s) having deployed manpower of more than 300 Nos.
 - (g) A Notarized Affidavit on a Stamp Paper of Rs.100/- to the effect that it has not been blacklisted by any Central or State PSU/ body/ institution/ corporation/ establishment.
 - (h) Self attested copies of ITRs of the last 3 years.
 - (i) Compliance certificate of the last three years regarding EPF, ESI, Labour welfare fund & Service Tax, from a Chartered Accountant in original.
5. **Experience in Business:** Self attested copy of the Registration of the Tenderer – Registration Certificate/Registered Partnership Deed/ Certificate of Incorporation etc. must be submitted with the Technical Bid. Proof of experience of minimum 3 consecutive years in business of providing security services.

6. **ANNUAL TURNOVER:** Copies of Audited financial statements (Balance Sheet and Profit and Loss Account) duly certified by a Chartered Accountant for the last three financial years. In proof of minimum turnover of Rs.8.00 crores in each of these 3 years.
7. **BANK SOLVENCY CERTIFICATE:** Solvency Certificate for a minimum amount of **Rupees 1 crore** applied for issued by any commercial bank, must be submitted with the Technical Bid.
8. **Similar Work Experience:** The Service Provider should have at least One Security contract for providing round the clock Security Services to any Central Government Institution/ Central Government Department/State Government Institution/ State Government Department/ Public sector Maharatna & Navratna Company/ Multinational Company having contract value/ Executed value of not less than **Rs. 02 Crores** under Single Work Order/Contract Agreement on Notarized Stamp. The Service Provider shall submit as proof against above, a copy of Work order or Contract Agreement on a Notarised Stamp or completion certificate or TDS Certificate, clearly showing the amount of work completed/Executed during last Financial Year.
9. **Performance certificate:** The Technical Bid should be accompanied by a certificate showing satisfactory job performance in at least one Government/ Public Sector/ Autonomous Body during the last 3 financial years. The certificate issued by the private Sector Bodies/ Private Companies who have an annual turnover of at least Rs.50 crores and above in the financial year relevant to the certificate, will also be considered. If Service Provider is already working with HAFED then the certificate of the concerned District Manager shall be enclosed with the technical bid.
10. **Quality related certificates:** The Technical Bid should be accompanied by the self attested certificates issued by the certifying agencies.

ANNEXURE-A**FORMAT OF TECHNICAL BID**

Sr. No.	Particulars	
	Name	
	Complete Address	
	Email ID	
	Website, If any	
	Phone Nos./Mobile No.	
	<u>Contact Person</u> Name: Designation: Phone No./Mobile No: E-mail address	
	Documents Asked for as per CTE	Particulars as per copies enclosed:
1	Details of EMD (Rs.5,00,000/-)	RTGS No. Date: Amount: Bank:
2	Details of cost of Tender document	Date: Amount: Bank:
3	PSARA Certificate:	Number: Date: Issued By: Valid Till:
4	Pan Card No. (Enclose copy)	
5	Service Tax Registration	No. Date: Registering Authority:

6	Registration Certificate:	No. Date: Registering Authority:
7	EPF Registration	No. Date: Registering Authority:
8	ESI	No. Date: Registering Authority:
9	Valid Labour License(s) for deployment of more than manpower of 300 Nos.	No. Date: Registering Authority:
10	Affidavit of Non-blacklisting during last five financial years (Please tick).	Enclosed: Not enclosed:
11	Certificate of at least 3 years' Experience in Business (Please tick).	Enclosed: Not enclosed:
12	Audited Balance Sheet/ P&L Statement for last 3 F/Years	Enclosed: Not enclosed:
13	Solvency Certificate of at least Rs.1 crore from any commercial Bank.	Enclosed: Not enclosed:
14	Similar Work Experience in Security Service: Bidder shall submit as proof against above a copy of Work order or Contract Agreement of not less than 2 crores under single agreement on a Notarized Stamp, completion certificate on letter of the client on their letter head (As per enclosed proforma in tender document Annexure 'C') or TDS Certificate clearly showing the amount of work completed/Executed during last financial year.	
15	Performance Certificate	Enclosed: Not enclosed:
16	Certificate regarding submission of EPF, ESI, Labor welfare fund & Service Tax Return for last three years certified by a Chartered Accountant.	
17	Income Tax Return: Proof of payment of Income Tax for the last 3 years- Income Tax Returns.	
18	Copy of Tender Documents duly signed at each page	
19	Whether all the enclosures have been signed by the Tenderer ? (Write 'Yes' or 'No')	

20	Quality Related Certificates	If yes, enclose self attested copy
	a) ISO 9001:2008 or ISO 9001:2015 (Quality Management System) b) ISO 14001:2007 (Environmental Management System) c) OHSAS 18001:2007 (Occupational Health & Safety Management System) d) SA 8000 (Social Accountability Management System) e) Any other National/ International Accreditation Certificate	

I/we hereby state that:-

1. I/we have read all the schedules, appendices, annexures to the tender document, terms & conditions carefully.
2. This technical bid contains page No. ____ to ____ . I/ we have signed each & every page.
3. I/ we hereby verify that all the details and documents given above and attached with this technical bids are true to the best of my/our knowledge and belief. If any, discrepancy is found at a later stage or if any information/ document submitted is found to be incorrect/ false, our Bid is bound to be rejected and we will be liable for any action as a result thereof. I/ we understand that the above technical qualifications are minimum and will have to be fulfilled by me/ us to be eligible to participate in the price bid.
4. I/we hereby agree to abide by all the terms & conditions laid down in the detailed notice inviting e-tender documents.

Signatures :

Seal/ Stamp :

Full Name of the authorized signatory :

Designation of the signatory :

Contact No. of signatory :

E-Mail ID of signatory :

ANNEXURE-B

**'FORMAT OF FINANCIAL BID'
(To be submitted in a separate cover)**

The rates should be offered in the following format. There should be no cutting/over-writing in the Financial Bid.

Sr. No.	Descriptions	Rate
1	Basic Wages	DC Rates or Labour Commissioner Rates
2	Relieving wages	-do-
3	EPF	As applicable
4	ESI	As applicable
5	Service Tax	As applicable
6	Service Charges (Pl. quote as percentage (above 2% upto two decimals) of only basic wages plus relieving wages)%

1. We agree to provide uniformed and trained personnel and endeavour to provide security services to the Hafed for providing safety, monitoring and surveillance. Rates quoted include our all statutory obligations under the Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the Service Provider etc. The rate quoted are per shift of eight hours per person per day.

2. The Service Provider should quote the rate of service charges both in figures and words. Cuttings/ alterations are not allowed.

Signatures :

Seal/ Stamp :

Full Name of the authorized signatory :.....

Designation of the signatory :.....

Contact No. of signatory :.....

E-Mail ID of signatory :.....

**SIMILAR WORK EXPERIENCE IN SECURITY SERVICES CERTIFICATE
(on letter head)**

It is certify that M/s.
had provided/providing watch & ward/security services to
and this premises located at vide contract/
Agreement/MOU bearing No. _____ dated _____ for the period from
_____ (date) to _____ (date).

The Financial component of the watch and ward/security contract for the
subject services was Rs. _____ (in words) Rs. _____
during the contract/Year.

Signature of the organization or
its authorized signatory _____

Name: _____

Designation: _____

Date and seal: _____

**EXPERIENCE OF PROVIDING SERVICES AT MULTI LOCATION CERTIFICATE
(on letter head)**

It is certify that M/s. _____ had provided/ providing watch & ward/security services to _____ and this premises located at _____ different location in the _____ state or across the Pan India vide contract/Agreement/MOU bearing No. _____ dated _____ and had deployed _____ (in words) no. _____ of security personnel for watch and ward services and one time in this premises for the period from _____(date) to _____(date).

Signature of the organization or
its authorized signatory _____

Name: _____

Designation: _____

Date and seal: _____

PERFORMANCE CERTIFICATE (on letter head)

It is certify that M/s. _____
had provided/is providing watch & ward/security services to
_____ and this premises located at _____
for the period from _____ (date) to _____ (date).

The performance of the firm was satisfactory during the period of contract.

Signature of the organization or
its authorized signatory _____

Name: _____

Designation: _____

Date and seal: _____

Form of Performance Security (Guarantee)
Bank Guarantee Bond

1. In consideration of **The Haryana State Cooperative Supply and Marketing Federation Ltd** (hereinafter called "HAFED") having offered to accept the offer/Tender of M/s..... (hereinafter called "The Security Service Agency") to provide to provide watch and ward services to Hafed as per terms and conditions of the Tender and both the parties have agreed to sign an agreement in this regard, and the Security Services Agency having agreed to submission of irrevocable Bank Guarantee for as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement,

We, _____ (hereinafter referred as "the Bank") hereby undertake (Indicate the name of the Bank) to pay to the HAFED an amount not exceeding Rs. (Rupees only) on demand by the HAFED .

2. We, (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the HAFED stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Security Service Agency. Any such demand made on the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **(Rupees only)**.

3. We, the said bank further undertake to pay to HAFED any money so demanded not withstanding any dispute or disputes raised by the Security Services Agency in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Security Service Agency shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement

have been fully paid and its claims satisfied or discharged or till HAFED certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Security Services Agency and accordingly discharges this guarantee.

5. We, _____ further agree with HAFED that the HAFED, **The Haryana State Cooperative Supply and Marketing Federation Ltd** shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Security Service Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by HAFED against the said Service Provider and to forbear or enforce any of the term and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Security Service Agency or for any forbearance , act of omission on the part of the HAFED or any indulgence by the Institute to the said Security Service Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision , have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Security Service Agency.

7. We, (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of HAFED in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by the HAFED. Notwithstanding anything mentioned above, our liability against this guarantee (**Rupees Only**) is restricted to **Rs.** only and unless a claim in writing is lodged with us within one month of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Signed this _____ day of _____ for _____ (indicate the name of the Bank)

Dated the _____

SERVICE AGREEMENT

THIS AGREEMENT is made on this **day** of **2017** between the District Manager of the Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) to be called the '**HAFED**' and **M/s**
..... to be called the Service Provider. Both the parties agree as under:

WHEREAS the Service Provider is engaged in the Business of providing Security Services:

AND WHEREAS the Service Provider has expressed their keen desire to provide the said services to the Hafed under this agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the Hafed, the parties hereby enter into this agreement on the terms & conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. SERVICE PROVIDER REPRESENTATION AND WARRANTIES

The Service Provider hereby represents warrants and confirms that the Service Provider.

a) has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further action(including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdiction) to authorize the execution, delivery and performance of this agreement.

b) has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of Hafed.

c) shall, on the execution of this agreement and providing service to Hafed, not violate, breach and contravene any condition of agreement entered with any third party/ies.

d) has compiled with and obtained necessary permissions/licences/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this agreement.

e) has not blacklisted by Central or State or PSU body/institutions/corporation/establishment.

2. OBLIGATIONS OF THE SERVICE PROVIDER

a) The Hafed has its godowns and other premises located at various places in District: where it keeps its stocks and stock articles.

b) The Service Provider agrees to provide round the clock security at the locations specified by the Hafed. Such location may change from time to time as to be intimated by Hafed. Minimum one person shall be provided in each of the shifts but the Hafed may from time to time specify in case more than one person is needed in any of the shifts depending upon the quantum of stocks.

c) The regularity of performances of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Hafed from time to time.

d) The assessment made by Hafed including number of personnel of various descriptions as required to be provided shall be final and acceptable by and binding upon the Service Provider.

e) If the Hafed notices that the personnel of the Service Provider has/ have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider, who will take corrective steps immediately to avoid recurrence of such incidents, and report to the Hafed.

f) If any of the personnel of Service Provider indulged in theft, negligence or any illegal/ irregular activity misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Hafed. Hafed shall be entitled to remove such a person from duty immediately.

g) The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, Guaranteeing the due performance by the Service Provider of its obligations under this agreement.

3. TERMS OF PAYMENT

a) The Service Provider will be paid, the wages for the rendered services as per D.C. rates/Labour Commissioner rate whichever is higher, as amended from time to time. Services charges @% will be payable to the Service Provider in addition to the wages mentioned above only on the wages and relieving charges.

However, any variation in minimum wages by the Labour Commissioner, Haryana will be implemented by the Service Provider. The proforma for submission of the bill alongwith requisite documents i.e. attendance sheet, wages sheet challans of EPF, ESI, etc.

b) All payments made by the Hafed shall be after deduction of tax at source, wherever, applicable as per the provision of the Income Tax Act, 1961.

c) The Service Provider, being the employer in relation to persons engaged/ employed by it, to provide the services under this agreement shall alone be responsible and liable to pay wages to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law.

d) Service Provider will make payment of wages through RTGS into the bank accounts of its employees.

4. SUBMISSION AND VERIFICATION OF BILLS:

The Service Provider shall submit bills alongwith verified muster roll having proof of payment of wages to its employees by scheduled date i.e. upto 7th of each month to enable HAFED to process the same, actual re-imbusement (i.e 88% of wages plus relieving charges) of the bill so submitted will be released by HAFED immediately, remaining statutory charges and service charges will be released after submission of copy of challan of EPF/ ESI/ Service Tax etc. (CRRN). The copy of challan should consist of the details of Security Guards i.e. name, father's name, address, EPF No. and amount deposited in his account. If the Service Provider fails to submit this full bill within 7 days of its becoming due, then the Service Provider will be warned at the

first instance. Next month, if the same is repeated, case for cancellation of its empanelment will be sent immediately by Head of the Unit Hafed to H.O. Panchkula.

5. DISCIPLINE

a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at the option of Hafed would be subject to verification at any time. The Hafed may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or being perfectly dressed.

b) Hafed shall always have the right and liberty to surprise/ conduct inspection at its sites.

c) The services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Hafed. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Hafed from time to time.

d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and / or claim whatsoever against Hafed. Hafed shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Service Provider for any purpose, whatsoever, nor Hafed would be liable for any claim(s) whatsoever, of any such person (s).

e) The security guard/person shall mark his attendance through Biometric Machine. The person deputed at various locations shall always be smartly turned out and the Service Provider shall ensure that they always report in proper uniform. In the event of a person discharging security duty other than in prescribed uniform, due penalties as set out in this agreement shall be leviable. The security personnel shall also bear an identity card issued to them by the Service Provider. The name of the person so deputed shall also be displayed on the chest of the person all the time. It is emphasized that no person shall be deputed by the Service Provider without a proper identity card and the name tag. In case of default by any person in reporting for duties without wearing proper uniform, the wages equivalent to 7 men days payment shall be liable to be deducted from the bill of Service Provider. Further, such defaulter person shall be changed for further duties by the Service Provider.

Service Provider will rotate its security guards from one location to another location after every 89 days (three months).

f) The security personnel posted at various locations shall not allow entry or exit of any human being or any material or vehicle including bullock cart etc. without proper entry in the prescribed registers. Such registers/ documents may be prescribed by the Hafed from time to time, which the Service Provider shall ensure and will be duly maintained by the person deputed by him. The persons so deputed shall be capable of reading and writing Hindi & English language to enable them to maintain the prescribed documentation relating to entry/ exit of human beings, material vehicles etc.

g) The security guards posted at gate should not leave the gate and will maintain inward/outward registers at main gate strictly, all security guards on jointing their respective shifts, will themselves make entry in the Inward/outward gate registers, maintained at the gate, indicating full name, time of joining the shift which will be signed by them as well as by the Security guard at the gate. The same procedure shall be followed at the time of close of the shift. The system will be followed by the next security guard. The security guard should be exclusively deployed for the security purpose and no cleaning/dusting be got done by him except in emergent circumstances like rain, fire, theft etc.

6. NATURE OF AGREEMENT

The Service Provider thereto have considered agreed to and have a clear understanding on the following aspects:

a) This agreement is on the Principal to Principal basis and does not create and shall not deem to create any employer – employee relationship between the Service Provider and the Hafed. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agents of Hafed, except to the extent and purpose permitted herein.

b) It will be the responsibility of the Service Provider to provide proper manpower at various locations and to undertake all allied activities relating to such management. It shall include transportation of the personnel to and fro to godown sites and looking after their other requirements. The name and addresses of the manpower provided by the Service Provider from time to time shall be intimated to the Hafed in writing. If it comes to the notice of the Hafed that a person with criminal

or otherwise dubious past record has been deputed for security services, the supervisory officer undertakes to immediately change such a person.

c) That Service Provider shall be fully and completely responsible for all activities of the manpower provided by them including of their acts of omission and commission in terms of provision of this agreement and the matters incidental thereto.

d) The Service Provider shall impart training to the manpower to be deployed by them in respect of the requirement of maintenance of various registers, in case any security personnel is required to be changed due to any circumstance, Service Provider shall not only immediately provide a substitute, but will also impart adequate training to such substitute.

e) At the time of change of security personnel with the change of shifts, there shall be proper handing over and taking over recorded in the registers. Simultaneously a proper handing over/ taking over shall be done wherever a security personnel is changed by the Service Provider.

f) That the Service Provider will maintain two separate certified registers for inward and outward movement of the goods giving details as per specified columns of the registers. No stocks of food grains and stock articles will either removed out or entered into the premises of the storage points without proper gate pass, cart slip duly signed by the Store Keeper/ Incharge of the storage point. Another register shall be maintained for entering the names of the persons, date, time and reasons for opening and closing of the godowns with the premises of the storage point. The register shall be signed jointly by the Service Provider and Hafed officials authorized for the purpose. The list of such authorized officials will be provided by the concerned Head of the office.

g) Arrangements for the boarding and lodging of security personnel shall be made by the Service Provider at its own level and Hafed shall not be bound to make any such arrangements for them. Proper sitting arrangement etc. however shall be made by the hafed for the security personnel inside the premises required to be guarded.

h) The Service Provider shall nominate a Supervisory Officer, who shall remain in constant contact with the Hafed. Hafed shall communicate all its requirements to the Service Provider through such nominated supervisory officer. Whenever a

problem is reported by the hafed to such supervisory officer, he shall take prompt action for solving problem without any loss of time.

i) The Service Provider agrees that in case a person is found discharging his responsibilities negligently, such person shall be promptly changed and he shall not be put duties again at the same or at any other location of the Hafed.

i) Ordinarily the Hafed will not require the services of an armed guard. However whenever such services are needed, the Supervisory officer nominated by the Service Provider shall be intimated of the requirement at least two days in advance. The Service Provider agrees to provide such services whenever demanded.

j) Each storage location in the state is under the charge of two personnel's designated as F.I. (Store) and Centre Incharge. The Security personnel will have to work in close liaison with those personnel, but at the same time maintain his complete independence for the purpose of recording in and out movement of stocks and manpower. The Service Provider shall be responsible in case any unrecorded movement of stocks/ other good take place.

k) The Service Provider shall provide security services through the persons in their direct employment. It shall not provide service through any further partnership firms or sub-let, transfer or sign this contract or any part thereto to any other Service Provider. In the event of the Service Provider violating this condition, this contract shall be liable to be cancelled, their security forfeited and further penalties imposed as considered reasonable and proper.

l) That it shall be the Service Provider's responsibility to protect its employees against accidents or any other mis-happening etc. it shall indemnify the Hafed against any claim for damage or for injury to person or property resulting from and in the course of work and also under the provision of workmen's compensation act or any other laws.

m) In the event of unsatisfactory services being provided by the Service Provider or repeated defaults in terms of provision of this agreement are caused by the Service Provider, Hafed shall be at liberty to unilaterally or pre-maturely terminate agreement and engage another Service Provider for the same purpose. In such eventualities, security deposits of the Service Provider shall be liable to be forfeited and such other penalties as are reasonable and justified shall be liable to be imposed and will be recovered from his security amount or revoking bank guarantee.

- n) The Service Provider shall specifically make sure that the persons deputed for security duties shall never be in the influence of liquor or any other intoxicants during hours of duty. Supervisory officer shall also never visit any premises of the Hafed under the influence of liquor or any other intoxicant.
- o) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is to be clearly understood by the Service Provider that the person employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Hafed. The Service Provider shall be liable to make payment to its said employees towards their monthly wages and other statutory dues like Employees provident fund, Employees State Insurance, minimum wages etc.
- p) Hafed shall not be liable for any obligations/ responsibilities contractual legal or otherwise, towards the Service Provider employees / agents directly and indirectly, in any manner whatsoever.
- q) The security guards should have minimum educational qualification of Matric pass (10th standard). The security guards to be provided by the Service Provider should be of minimum age of 18 years upto the maximum age limit of 58 years. The minimum height of the security guard should preferably be 5'-5" and they should be of sound health. Minimum educational qualification in case of aeration worker should be Middle pass (8th standard).
- r) The security guards to be provided by the Service Provider will be screened before their deployment by the head of the office of the concerned office of HAFED in association with the Service Provider concerned. Service Provider must get done the police verification of security guards before their deployment in Hafed. No private Service Provider can engage any person without verifying his character and other antecedents. Any person convicted by the Court or not trained to perform the job, shall not be engaged, if the Service Provider is found defaulter in this, recoveries will be effected from it. The Service Provider will submit one copy personal record/documents of the persons deployed at Hafed locations with the concerned District Office/ Unit of Hafed.
- s) The Service Provider shall provide whistle, lathi and torch to the security guards.

- t) The wages plus gun allowance (in case of deployment of gunman) for gunman will be amendable as per DC rates/Labour Commissioner rates from time to time in that district.
- u) Reliever shall be provided by the Service Provider without exceptions
- v) Identity/ proof of residence of security guards may be furnished by the Service Provider.
- w) Service Provider shall be required to deposit Bank guarantee of Rs. 100 Lakhs (Rs One Hundred Lakh) valid for a period of the contract plus Six months in order to ensure that in case of failure of the Service Provider, the same be got encashed for getting work done at the risk and cost of the Service Provider. The bank guarantee should be furnished within 15 days(inclusive holidays) from date of empanelment. The Bank Guarantee will be released after successful completion of the contract on producing "No Objection Certificate" from all the Hafed District Offices as well as EPF/ ESI / Service Tax department.
- x) A Group insurance policy for security guards employed in the District where there is no ESI facility will be obtained and the Insurance cover will be taken by the concerned Service Provider and the amount will be reimbursed by Hafed in lieu of savings on ESI account.
- y) The notice inviting tender, all the schedules, appendices and annexures to the tender document and terms and conditions enumerated therein are read and construed as part of this agreement and shall be binding on the tenderer/Service Provider.
- Z) Service Provider will ensure that each person so deployed is covered under the ESI Scheme, wherever applicable and ESI card is issued to them so that he/she can avail the benefits of this account. It should be ensured that UAN is got issued to every person so deployed and their details like UAN, Mobile No., Bank Account No. & Aadhar Card No. are made available to the Principal Employer alongwith the details of wages paid, PF deposited (both employer's & employee's share), so that Principal Employer may verify the details of the amount having been deposited through UAN No. before its payment is released to the Service Provider.
- Z-1) Service Provider will deposit prescribed amount of EPF/ESI etc. in the account of its employees and follow applicable labour & other laws, failing which, Principal Employer will deposit the amount of EPF/ESI etc. and empanelment of

such Service Provider will be cancelled besides initiating action for blacklisting of the agency.

Z-2) Service Provider will provide Addhar based and mobile linked Universal account number (UAN) to its employees, so that he/she can know the position of deposit of EPF in his/her account, can transfer EPF in case of joining in other department.

Z-3) Service Provider will submit the bills duly supported by valid registration certificate, labour licence, Name of Employee, Adhar No., UAN No., Wages, Amount of EPF, Employer's Share(Family Pension fund etc.), amount payable to employee.

7. STATUTORY COMPLIANCES

a) Service Provider shall obtain all registration (s) permission(s) / license(s) etc. which are/ may be required under any labour or other legislation(s) for providing the services under the Agreement.

b) It shall be Service Provider's responsibility to ensure compliance of all the central and State Government Rules and Regulations with Regard to the provisions of the Services under this agreement. The Service Provider indemnifies and shall always keep Hafed indemnified against all losses, damages, claims actions taken against Hafed by any authority / office in this regard.

c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulations and Abolition) Act, 1970 if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understands the applicability of various acts, and take necessary action to comply with the requirements of law.

d) The Service Provider shall give an undertaking by the 21st of each month in favour of Hafed that it has complied with all its statutory obligations.

8. ACCOUNTS AND RECORDS

a) The Service Provider shall maintain accurate accounts and records, statement of all its operation and expenses in connection with its functions under this agreement in the manner specified by the Hafed.

b) The Service Provider shall forthwith upon being required by Hafed allow Hafed or any of its authorized representative to inspect, audit or to take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with Hafed to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of report from Hafed. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Hafed for such discrepancies or overcharge.

9. INDEMNIFICATION

a) The Service Provider shall at its own expenses make good any loss or damages suffered by the Hafed as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time at the premises of the Hafed or otherwise.

b) The Service Provider shall at all times indemnify and keep indemnified that Hafed against any claim on account of disability / death of any of its personnel cause while providing the service within/ outside the site or other premises of the Hafed which may be made under the workmen's Compensation Act, 1923 or any other acts or any statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working of their personnel or in respect or any claim, damage or compensation under labour laws or other laws or rules made thereunder by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Hafed shall be as provided herein before.

c) The Service Provider shall at all time indemnify and keep indemnified the Hafed against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Hafed's premises or before and after that.

d) That if at any time, during the operation of this agreement or thereafter Hafed is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not

restricted but including as mentioned in sub-clause no. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the Hafed all such amounts and costs also and in such cases/ events the decision of Hafed shall be final and binding upon the Service Provider. The Hafed shall be entitled to deduct any such amounts as aforesaid, from the security deposit and or from any pending bill of the Service Provider.

e) The Service Provider shall keep the property of Hafed indemnified through a Fidelity Bond should be furnished within 15 days (inclusive holidays) from date of empanelment of Rs. 5000/- (Rs. Five thousand only) issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of the agreement. In case any employee of the Service Provider so deployed enters into dispute/ litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/ defend the same case, the entire cost on this account shall be borne by the Service Provider himself and it shall ensure that no financial or other legal liability of any nature comes on Hafed in this respect

10. LIABILITIES AND REMEDIES

In the event failure of Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever. Hafed shall be entitled to procure services from other sources and the Service Provider shall liable to pay forthwith to Hafed the difference of payments made to such other sources, besides damages at the rate of payment.

11. LOSSES SUFFERED BY HAFED

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/ non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, negligence, default or error in judgment on part of itself and/ or its personnel in rendering or non-rendering the service under the Agreement.

12. TERM

The contract of Service Provider will be for a period of one year, which may be extended further in the sole discretion of Hafed with mutual consent for a further period of maximum one year on the same terms and conditions subject to

satisfactory performance of the services and statutory compliance of all the terms and conditions. The performance of the Service Provider will be reviewed after every 6 months and if the performance of any Service Provider is found unsatisfactory, the contract of that Service Provider will not be extended further. If during the period of 6 months, the performance of any of the Service Provider is found/ reported unsatisfactory, the contract of that agency will be liable to be terminated.

13. TERMINATION

a) Either party can terminate this agreement by giving two month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Hafed shall give only one month notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.

b) If Service Provider commits breach of any convenient or any clause of this agreement Hafed may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to pay for losses or damages on account of such breach.

c) The Hafed shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters in to an arrangement for the benefits of creditors.

d) If it is found at later stage that Service Provider has given wrong information or submitted wrong affidavit at the time of e-tender on any subject, services of Service Provider will be terminated without giving any notice.

14 ASSIGNMENT OF AGREEMENT

This agreement is executed on the basis of the Current Management structure of the Service Provider Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of Hafed shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

a) The Service Provider shall furnish to the Hafed all the relevant papers regarding its constitutions, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Govt. authorities required for running such a business.

b) The Service Provider shall always inform Hafed in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of Hafed.

16. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

**The Haryana State Co-operative supply
and Mkg. Fed. Ltd.(HAFED)**

Service Provider

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, Hafed may have access to confidential information of the Service Provider and it undertakes that it shall not, without prior written consent, disclose, provide or make available any confidential information in any form to any person of entity or make use of such information. The clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writing and undertakings, oral or written and further and further any modification to this agreement, if required shall only be made in writing.

19. AMENDMENT/ MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable that provision of the agreement

will be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this agreement shall continue in full force and effect.

21. CAPTIONS

The various captions used in this agreement are for organizational purpose only and may not be used to interpret the provision thereof. In case of any conflict between the captions and the text, the text shall prevail.

22. WAIVER

At any time any indulgence or concession granted by Hafed shall not alter or invalidate this agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Service Provider to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided to reducing at any time the performance of the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of Hafed to enforce the same in part or in entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

a) Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control including acts of God, Civil commotion, strikes, acts of terrorism, labour disputes and government or public authority's demands or requirements.

b) In case the Hafed suffers any losses due to not providing a security personnel, due to absence of the Security person deputed by the Service Provider or due to any negligence of the security personnel, the Service Provider agrees to fully compensate Hafed of the losses so suffered, the negligence under this cause shall include permitting any unauthorized person to enter into the premises or permitting a person entering into the godown without completion of the prescribed formalities or allowing movement of any material or goods without proper authority and documentation. In case security personnel does not report for duty in any shift, penalty equivalent to 15 man days shall be levied on the Service Provider and in case of two shifts in a day remain unattended, penalty equivalent to 30 man days shall be deductible. A default over and above this limit shall be considered serious default which may entail further penalties as agreed under this agreement.

c) That the Service Provider shall report promptly in case of any theft, burglary/ decoity or pilferage that takes place or any attempt made to the effect, to the Field Officer/ Incharge of the concerned storage point, Head of the office etc. The lodging of the FIR with the police will be responsibility of the HAFED. Failing supply of such information, the Service Provider shall be liable for all losses of Hafed stocks, stock articles, property & other material along with interest thereon on account of theft or pilferage, expenses suffered or incurred by the Hafed due to the negligence and un-workman like performance of any of his staff under this contract or breach of any terms thereof or damages losses occurred to the Hafed or in particular to any property or plant etc. belonging to the Hafed due to the negligent act of the Service Provider themselves or their employees/staff.

24 DISPUTE RESOLUTIONS

a) This is agreement shall be deemed to have been made/ executed at _____ for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties.

b) In case of any dispute, the matter shall be referred for sole arbitration to the Managing Director, Hafed or his representative whose decision shall be final and binding on both the parties. The fact that Hafed may be one of the contesting parties shall not be raised by the tenderer in any forum/court in any litigation or proceedings. The tenderer cannot question the arbitration proceedings/award on this ground.

25. GOVERNING LAW/ JURISDICTION

a) The applicable law governing this agreements shall be the law of India.

b) That the jurisdiction for the purpose of any matter in this Agreement shall be within jurisdiction of the local court of the place where headquarter of D.M./GM/Unit of Hafed is located.

26. TWO COUNTERPARTS

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all the terms are acceptable.

IN WITNESSETH WHEREOF THE 1ST PARTY AND THE 2ND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND

YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:-

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

WITNESSES:

1. Signature

Signature :

Name

Name:

Date :

Date :

Designation

Designation

2. Signature

Name

For & on behalf of

Date

The Haryana State Cooperative

Designation

Supply and Marketing Federation Limited

SIGNED, SEALED AND DELIVERED

WITNESSES:

1. Signature

Signature :

Name

Name:

Date :

Date :

Designation

Designation

2. Signature

Name

For & on behalf of the

Date

Designation