

**Detailed Terms and Conditions for leasing/renting out 64 space/locations for installation of Static weighbridges across Mandis in the state of Haryana on BOT Basis:**

1. The Bidder/firm or Authorized bidder should have minimum experience of 3 years in the field of Weighing.
2. Minimum Average turnover of Rs. 30 crore per year of bidder.
3. Bidder / Authorized bidder shall have net positive worth of Rs.1 Crore , A certificate in this regard from any nationalized central bank which is not old than tender called date should be submitted.
4. Bidder/Authorized bidder shall have mandatory ISO 9001-2015 certification.
5. Bidder/Authorized bidder shall have mandatory all the licensees from Legal metrology department including manufacturing, repairing, and dealing.
6. The contract shall be allotted for the period of Twenty years which may be extended for further five years with mutual consent.
7. The bidding agency has to upload all the tender documents after getting these duly signed and stamped along with the technical bid and shall also upload documentary proof in support of satisfactory performance of the contract from the concerned Departments/Agencies where he has undertaken such job during the past three years with the technical bid.
8. The Government Procurement Agencies will make weekly payment to the lessee and the Arthiyas will make instant payment to the lessee.
9. The lessee will pay the lease/rent per M.T. to the concerned Market Committee on monthly basis but before 07<sup>th</sup> of every month.
10. Tender must be submitted online on the prescribed tender form uploaded by the Board at <http://hsamb.haryanaeprocurement.gov.in> otherwise tender will be rejected straightway. The cost of Rs. 10,000/- of tender form along with E-services charges of Rs. 1000/- (both non refundable) and EMD of Rs.10 lacs (refundable) shall be deposited online by following online payment guidelines directly through debit cards and internet banking. In this regard please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of Govt. of Haryana at the link: <http://hsamb.haryanaeprocurement.gov.in>
11. Tender must be accompanied with requisite amount of the earnest money to be paid online directly through RTGS/NEFT/Net Banking or OTC by following online payment guidelines. The HSAMB will return earnest money to the unsuccessful Tenderers after the finalization of the tender. The rates should be mentioned both in figures as well as in words and Telegraphic/Fax/Telex offers will not be entertained and rejected straightway.
  1. Tenders will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the HSAMB, Panchkula, for a period upto three months valid from the date of opening of the tender by the Committee. The

following documents shall be submitted along with the online technical bid duly filled and signed and complete in all respects (scanned copies): -

- i. Copies of the relevant documents if the agency/firm is sole proprietary firm duly attested by a Gazetted Officer of the Government/Notary Public.

OR

- ii. Copies of the partnership deed duly attested by a Gazetted Officer of the Government/Notary Public. (Please submit relevant documents as applicable in your case)

12. The successful bidder will enter into an agreement to be called 'Concessionaire Agreement' with HSAMB regarding execution of work subsequent to award of tender. The successful bidder (herein after also called Service Provider) shall be required to furnish bank guarantee (**Annexure 'A'**) for a sum of Rs.10 lacs and shall give an undertaking along with online technical bid to the following effect in the form of an affidavit of Rs. 10/- on non-judicial stamp paper (duly attested) by the Notary Public/Executive Magistrate and the same shall be part of the agreement.

- (a) Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and/or indirectly, in any manner whatsoever.
- (b) An affidavit to the effect that the agency has neither been blacklisted nor debarred by any authority/govt department with the technical bid.

13. Incomplete or conditional tenders will not be entertained and shall be liable to be rejected straightway. All necessary documents and certificates are required to be filled and attached along with the tender.

14. The Uniforms and Identity Cards are required to be supplied by the Service Provider to the workers. The Service Provider shall ensure that no worker is on duty on any day without proper Uniform and Identity Card.

15. The Board shall have further right to adjust or deduct any amount on account of damages or loss caused due to negligence of duty by staff deployed by the successful Service Provider from his running due payments under this contract and can also be charged against the Bank Guarantee.

16. The successful Service Provider shall ensure that the persons so deployed do not allow to take any property of the Department outside the mandi premises.

17. Income Tax shall be payable by the Service Provider and deducted at source as per law.

18. The Service Provider shall fully indemnify the Department for the following:

(i) Any loss suffered by the Department due to any omission or commission on the part of the Service Provider in discharge of its work and legal obligations during the validity of the contract.

(ii) Any orders/directions of the Labour Court/any other competent court in case of any dispute between the worker and the Service Provider on account of any payment or the orders of the Labour Court shall be binding upon the agency/service provider.

(iii) Any award/deed of the Court of arbitration by any judicial or quasi-judicial authority.

19. Any dispute arising out of this contract at any stage shall be referred to the Chief Administrator, HSAM Board, Panchkula whose decision shall be final and binding upon the service provider.
20. Any relevant instructions issued by the Labour Department/Government/Board from time to time on this subject shall also be adhered to by the Service Provider.
21. Electricity connections will be given to Agency at each of their locations without extra charges, Electricity consumption payments/bills shall be made by Agency.
22. The decision of the Tender Acceptance Committee shall be final and binding upon all the Service Providers participating in the tender called by the Board.
23. The Bid of any Tenderer, who has not complied with the conditions prescribed in the terms & conditions/minimum technical parameter, will be summarily rejected.