

TERMS AND CONDITIONS FOR EMPANELMENT OF FIRMS FOR ERECTION OF PROTECTED STRUCTURES UNDER MISSION FOR INTEGRATED DEVELOPMENT OF HORTICULTURE (MIDH) IN THE STATE FOR THE YEAR 2021-22

The empaneled firms, MS, DHMIUs and concerned beneficiary should have to abide by these terms & conditions stricto-sensu.

1. As per Annual Action Plan approved by GoI for the year 2021-22, SHM, Haryana has targets under protected structure only for NVPH (<2080 to 4000 sqm) and Shade Net House.
2. All MS, DHMIUs strictly ensure that no beneficiary be repeated for this benefit.
3. All MS, DHMIUs may ensure that no beneficiary could not take benefit more than 4000 sqmtr.
4. All MS, DHMIUs may ensure that only one member of a family can take the benefit.
5. All MS, DHMIUs may ensure that if any farmer gives his/her land on lease basis to general farmer/SC farmer then only one out of owner/leasee can take the benefit.
6. HSHDA made a process which is uploaded on the portal for maintaining seniority, issuing of consent, administrative approval, installation and release of assistance. All MS, DHMIUs have to adopt/follow this process on the portal. No physical application/file be accepted by any MS, DHMIUs.
7. The process of registration will start after issuing of circular.
8. The training regarding polyhouses from Department of Horticulture or other reputed Institute is mandatory for beneficiaries for administrative approval. If there is ban on organizing the training in that case only assistance be released to the beneficiary and later on whenever ban is removed then beneficiary have to take the training.
9. District Horticulture Consultant or other staff of the Agency may visit the protected structures from time to time or on request of the beneficiary to provide technical knowhow.
10. The firms shall have to meet the BIS standards wherever applicable for construction of protected structures.
11. The application of beneficiaries will be prioritized through HORTNET.
12. All MS, DHMIUs may ensure that if any farmer have already registered on HORTNET portal, their application may be rejected. All farmers have to register fresh and seniority will be maintained on the basis of fresh registration. No need

to apply manually/physically. All application and documents have to be uploaded on portal by the farmers for registration on HORTNET.

13. The applications from the beneficiaries may also be invited through newspapers by HSHDA. In this regard, “first come first serve” basis will be applicable as per process uploaded on HORTNET portal.
14. MS, DHMIU concerned may ensure that the application of beneficiary is having proper documents required for installation of protected structures.
15. The Consent so issued will be valid only for a period of 30 days. During this period if the beneficiary fails to apply for Administrative Approval, the Consent shall automatically be stand cancelled.
16. The firm will collect the farmer share directly from beneficiaries by RTGS after issuance of Consent Letter by MD, HSHDA. Thereafter, concerned Member Secretary, DHMIU will submit the application form along with required documents including nematode report, training certificate to MD, HSHDA for Administrative Approval through HORTNET portal. It may be ensured that farmer share may not be accepted through cheques/cash.
17. If any firm is black listed in Haryana or any state will not be empanelled.
18. If a criminal case is pending/registered against a firm that will not be considered for empanelment.
19. If any firm is applying first time i.e. ‘start-up’ have to install one structure as demo. If the demo is found as per specification and terms & conditions, then the firm will be empanelled after depositing required BG and can execute further works. But if the demo is not found as per the specification then the assistance will not be provided on demo structure and firm will not be empanelled.
20. The demo installed by the firm will be inspected by a committee of MS, DHMIU, DHC and one officer from HQ and on the report of committee decision will be taken by Competent Authority for empanellment.
21. In case of demo, firm has no right to collect the farmer share from farmer, if demo is found as per specification and terms & conditions, then the firm has right to collect the farmer share.
22. The firm shall have to submit drawing, design and specifications of the structure to be constructed to the beneficiary based on the site, requirement and feasibility as per norms & guidelines approved by Govt.
23. If any farmer install the structure at his own level, then he/she have to followed all terms & conditions, guidelines, specifications approved by the Govt. and he/she

will be entitled to claim the assistance approved by the Govt. Further, he/she have also followed the process as approved by the Govt. for filing application.

24. In case of self-constructed, farmer have to follow the process for receiving consent, administrative approval as per process uploaded on HORTNET portal. After receiving consent he/she have to take the administrative approval by uploading requisite documents on portal and after administrative approval, he/she have to install/construct the structure.
25. The firm will be fully responsible for the quality of structure, construction and will provide guarantee/warranty certificate/after sale service for a period of minimum three years with seal and signature of firm. If firm fails to provide after sale service upto three years then the expenditure incurred on repair may be deducted from the bank guarantee of the firm.
26. If any farmer make complaint for any defect in the structure installed by the firm, then the firm have to resolve the same within a period of seven days. If firm does not resolve the complaint within the stipulated time, then MS, DHMIU concerned have to rectify/resolve the same by some other firm and expenditure so involved will be deducted from the BG of the firm who have installed the structure.
27. The HSHDA may take samples of the material used in the structures to ensure its quality at any stage.
28. No assistance/subsidy will be given on GST. Farmer or firm has to bear the cost of GST.
29. The farmers are free to negotiate the rates of protected structure from the firms to whom they want to construct the structure.
30. The beneficiaries will be free to get the protected structure constructed from any empaneled firm of their choice after following the due procedure. If HSHDA/Other Govt. organization wants to get constructed any protected structure, then the rate approved by the Govt. will be charged by the concerned firm.
31. The beneficiary will provide the suitable site, water & electricity only to firm.
32. The beneficiary may also construct protected structure at their fields in self-capacity on the basis of rate approved by Govt. In such cases the assistance will be released after completion of the structure and necessary insurance after final inspection of the DMC. Bill of materials used in construction of protected structure is mandatory for assurance of quality, authentication and fulfilment of tax liabilities, whereas applicable. The concerned farmers will be responsible for the quality of the protected structure. Beneficiary will execute the protected structure within the period as approved by Govt. failing which the administrative approval

stands automatically cancelled and if delayed in construction of structure then the penalty clause imposed as per norms.

33. The farmer will be fully responsible to maintain the structure and cultivate the crops. The beneficiary is bound to utilize the protected structure for a minimum period of 5 years after the completion of structure, failing which the beneficiary will liable to be penalized for the recovery of subsidy on the basis of depreciation value of particular asset. Undertaking in this regard may be taken from the farmers. In case, the beneficiary fails to deposit the subsidy amount back to Govt. then civil proceedings may be initiated against the defaulting beneficiary.
34. As per approval of Govt., firm should not be allowed to take the profit including their expenditures beyond 13% on the rates approved by Govt. on Shade Net House only e.g. the rate for INH approved by Govt. is Rs. 570/- per sqm and the profit will be Rs. 74.10/- per sqm. Therefore, the unit rate for INH is Rs. 570/- + Rs. 74.10/- = Rs. 644.10/- per sqm. But in case of self-construction the unit rate will be Rs. 570/- per sqm.
35. The HSHDA may provide assistance to the tune of 50% (as per MIDH cost norms) of the cost of structure. Extra State Share assistance to the tune of 15% may be provided, if funds are provided by the State Government.
36. The inspection of the protected structure will be as under:
 - a. First inspection will be conducted, on completion of foundation work and supply of complete steel material (excluding cladding material & it's hardware) at site, by a committee comprising Member Secretary of concerned DHMIU, District Horticulture Consultant (DHC), concerned firm, farmer and the inspection report will be generated and have to uploaded on the portal within the stipulated time i.e. five working days after intimation by the farmers to MS, DHMIU in written.
 - b. Second inspection will be conducted, after erection of steel structure, by a committee comprising Member Secretary of concerned DHMIU, District Horticulture Consultant (DHC), concerned firm, farmer and the inspection report will be generated and have to be uploaded on the portal within the stipulated time i.e. five working days after intimation by the farmers to MS, DHMIU in written.
 - c. Final inspection (3rd inspection) will be conducted by District Mission Committee (DMC) i.e. MS, DHMIU; DHC; representative of ADC; Assistant Agriculture Engineer as representative of DDA; concerned farmer and bankers in case of bankable project and the inspection report will be generated and have to be uploaded on the portal within the stipulated time i.e. five working days after intimation by the farmers to MS, DHMIU in written. As the final inspection have to be conducted within five working days from the date of

intimation by the farmer/firm that the structure is complete in all respect as per order of Govt., if any member of DMC unable to take part in inspection then any four members of the Committee can conduct the inspection.

- d. In case of self-construction cases, only one inspection will be conducted after completion of structure in all respect by the above committee and the inspection report will be generated and have to be uploaded on the portal within the stipulated time i.e. five working days after intimation by the farmers to MS, DHMIU in written.
37. The subsidy may be released to the beneficiary account through DBT subject to availability of funds within three working days as under:
- a. First instalment of subsidy i.e. 40% of the total eligible cost may be released on the basis of 1st inspection report conducted and uploaded by the MS, DHMIU concerned on portal.
 - b. Second instalment of subsidy i.e. 10% of the total eligible cost may be released on the basis of 2nd inspection report conducted and uploaded by the MS, DHMIU concerned on portal.
 - c. Final instalment of subsidy i.e. 15% (extra State Share) of the total eligible cost will be released by HQ on the recommendation of concerned MS, DHMIU, after completion of protected structure in all respects and conduction of final inspection by DMC upon availability of funds by State Govt.
 - d. For availing of assistance on 'cost of Planting material and cultivation of high value vegetables grown in protected structures' by the farmer, he/she has to take the '*No Dues Certificate*' from the firm who have installed the structure.
38. The empaneled firms have to deposit a bank guarantee of minimum Rs.15.00 lacs at the time of empanelment. If the firm constructs more than six and less than twenty structures, then an additional bank guarantee of Rs. 20.00 lacs has to be given. Further, if the firm constructs more than twenty structures, additional bank guarantee of Rs.15.00 lacs has to be submitted. This is to safeguard the interest of beneficiary farmers so as they may get required after sale service during the guarantee period. Firms those already submitted their Bank Guarantee need not to deposit again. However, empanelled firms have to renew the bank guarantee time to time. The Bank Guarantee may be refunded after completion of after sale service period i.e. three years from the date of completion of last structure and after receiving NOC from all districts. Further, if any firm will not renew the bank guarantee within the stipulated time the work of that firm will withheld till renewal of BG.
39. The firm will execute the work of construction of protected structure within the process as per portal i.e. 90 calendar days from the date of issuance of

administrative approval failing which the administrative approval stands automatically cancelled.

40. The firm shall not be allowed to execute the construction work of protected structure beyond its capacity at a time. It will be regulated by MD, HSHDA. If firm has to fail to complete the protected structure within stipulated time then there will be a penalty of 1% upto a period of 10 days and beyond 10 days 10% of total project cost.
41. The insurance of every structure is mandatory for first year which will be executed by firm. The cover note will be in the name of beneficiary by covering all risks thereof. For subsequent years insurance will be done by farmers itself. If any farmer does not insured his/her structure and unfortunately if there is any damage to the structure by natural calamities then the cost of material will be borne by the farmer itself and labour will be provided by the firm to repair the same.
42. The firm will execute the work of MI system viz. head units, main lines, sub-main lines etc. as per advice of extension worker of the agency, the beneficiary will prepare the beds inside the protected structure for desired crop at their own cost within 20 days failing which delay in execution of MI system installation work by firm may be ignored. Thereafter, the firm will install the lateral/ drip lines and fogging system of MI system in protected structure. The concerned beneficiary will provide the electrical pump for MI system, accordingly.
43. The cladding material viz. poly sheet, insect net, shade net etc. should be BIS standard where applicable of reputed brand having guarantee/ warrantee for minimum three years. The priority will be given to the firms which will give guarantee/warrantee of material for more than three years. The priority will also be given to the firm which will provide monofilament net instead of tape net in shade net houses. The firms will mention the name of brand, model, batch no. of the material along with its properties. The cladding material/structure material may get tested by HSHDA at any time, if needed, on the cost of concerned firm. For this, sample will be drawn by officer of HSHDA in the presence of firm and will be sent to Lab for testing. If it is found inferior/sub-standard then the cost of material found sub-standard/inferior quality will be deducted from the BG of the firm and firm will be black listed for a period of five years.
44. The officers of HSHDA and District Mission Committee (DMC) can check the structure at any time at the site.
45. The firm will display an iron board having size 5' x 3' at site with particulars viz. name of scheme with logo (i.e. Mission for Integrated Development of Horticulture), name of the beneficiaries, size of structure, date of completion, total cost of structure, amount of subsidy, name of construction agency etc.

46. After completion of the structure and during final inspection by the DMC, if there is any deviation is found in specifications then Mission Director, HSHDA, Panchkula is competent to deduct the assistance accordingly.
47. The rates approved by Govt. will remain valid for the year 2021-22 i.e. up to 31st March, 2022. However, these rates will be applicable for the next year if there is no change done by the Govt.
48. If any firm violates any of the terms & conditions of empanelment then the firm will be blacklisted.
49. The Mission Director, HSHDA, Panchkula has all rights to amend/delete/add any clause in term & conditions at any time.
50. Mission Director, HSHDA, Panchkula reserves all rights for smooth, effective and proper implementation of the scheme.
51. The Mission Director, HSHDA, Panchkula will be the sole arbitrator in case of any dispute between the parties.
52. The Civil Courts at Panchkula will be the jurisdiction to adjudicate any legal issue or dispute between the parties.