



Request for Proposal (RFP)

Short term e-Tender for the procurement of Instant Kheer for the Har-Hith retail project of Haryana Agro Industries Corporation Limited for supply to HAICL specified delivery points/DC's/Warehouses/Institutional Client site within the state of Haryana.

Tender No. 2024 -08-003

Haryana Agro Industries Corporation Limited HAICL, Panchkula, Haryana

CIN No. U51219HR1967SGC041080

Registered office:

Bays No.15-20, Sector-4

Panchkula- 13

4112, Haryana.

EPABX: 0172-2561317, 2560920

FAX: 0172-2561310, 2561313

Website: www.haic.co.in

Email: haicpkl@gmail.com

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1. Disclaimer

- A. The information contained in this Terms of Reference document (the "TOR") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Haryana Agro Industries Corporation Limited. (HAICL), Government of Haryana, or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TOR and such other terms and conditions subject to which such information is provided.
- B. This TOR is not an agreement and is neither an offer nor invitation by HAICL to the prospective Bidders or any other person. The purpose of this TOR is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this TOR ("the Proposal").
- C. This TOR is not an agreement and is neither an offer nor invitation by HAICL to the prospective Bidders or This TOR includes statements, which reflect various assumptions and assessments arrived at by the HAICL in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TOR may not be appropriate for all persons, and it is not possible for the HAICL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TOR. The assumptions, assessments, statements and information contained in this TOR may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the

assumptions, assessments, statements and information contained in this TOR and obtain independent advice from appropriate sources. Information provided in this TOR to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HAICL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. HAICL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TOR or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this TOR or arising in any way in this Bid Stage. HAICL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TOR. HAICL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TOR. The issue of this TOR does not imply that HAICL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be for the Assignment and HAICL reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

- D. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HAICL or any other costs incurred in connection with or relating to its proposal.
- E. HAICL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

2. Detailed Notice Inviting Tenders

- A. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders 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 centralized e-Procurement portal of GOH (Govt. of Haryana) and also mentioned under the Tender Document.
- B. Intending bidders will be mandatorily required to online sign-up (create a user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. The bidders will be required to make online payment of Rs. 10,000/- towards EMD on or before the Bid Due Date in due course of time from **08.08.2024 to 22.08.2024 till 5:00 p.m.** The intended bidder who fails to deposit EMD within the stipulated time frame shall not be allowed to submit its bids for the respective event/Tender.
- C. The interested bidders must remit the funds of EMD at least T+1 working day (transaction + One working Day) in advance i.e., on or before **21.08.2024**; and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>

- D. The Payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
- E. The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance before the expiry date & time of the respective events and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

3. Key Dates

The bidders can submit their tender documents in two bid sealed envelopes as per the dates mentioned below:

S. No.	Particulars	Details
1.	Document Reference Number	2024-08-003
2.	(i) Downloading of Tender Document/ Online bid Preparation (ii) Online tender Document Fee & E-Service Fees of Rs.2,000 + 1,000/- = Rs.3,000/- (Rs. Three thousand only) (iii) EMD of Rs.10,000/- (Rs. Ten thousand Only).	08.08.2024 to 22.08.2024 till 11.00 a.m. <hr/> 08.08.2024 to 22.08.2024 till 05.00 p.m.
3.	Last date of submission of queries via email at haicpkl@gmail.com	12.08.2024 up to 5:00 PM
4.	Submission of technical and financial bid	08.08.2024 to 22.08.2024 till 11:00 am
5.	Date of opening of technical bid	22.08.2024 at 12.15 P.M
6.	Manual submission of only additional documents, if required.	22.08.2024 by 5.00 p.m. or till the process is complete, whichever is earlier
7.	Date of opening of Financial Bid	As per the availability of competent authority
8.	HAICL contact details	Haryana Agro Industries Corporation Limited, Bays No. 15-20, Sector 4, Panchkula, Haryana 134112 Email- haicpkl@gmail.com Tel- 0172- 2561305
Note: - In case a Central/ State Holiday is declared on any day, the event will be held on the next working day at the same time and same venue.		

Important Note:

- A. The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder fails 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.
- B. Bidder must confirm & check his/her application/bid status after completion of his/her all activities for e-bidding.
- C. Applicant/bidder can re-work on his/her bids even after completion of "application/bid preparation and submission stage" (Application/bidders stage), subject to condition that the re-work must take place during the stipulated time frame of the applicant/bidder stage.
- D. Due to current crisis, vendors are eligible to pay the EMD amount through RTGS or NEFT to HAICL. The account details of HAICL are mentioned below: -

**Haryana Agro Industries Corporation LTD-Retail Punjab & Sind
Bank, Sector- 5, Panchkula.
A/c No.- 09151100731596
IFSC- PSIB0000915**

4. Instructions to bidder on Electronic Tendering System

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

- A. **Registration of bidders on e-Procurement Portal:** - All the bidders intending to participate in the tender process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.
- B. **Obtaining a Digital Certificate:** -
 - B.1. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
 - B.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://etenders.hry.nic.in>
 - B.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.
 - B.4. The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

- B.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).
- B.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.
- B.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.
- B.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.
- C. **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 Tenders Haryana or downloaded from the home page of the website - <https://etenders.hry.nic.in>. The link for downloading required java applet & DC setup is also available on the Home page of the e-tendering Portal.
- D. **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 eProcurement system on the Home Page at <https://etenders.hry.nic.in>
- E. **Download of Tender Documents: -**
The tender documents can be downloaded from the e-Procurement portal <https://etenders.hry.nic.in>
- F. **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.

G. Online Payment of Tender Document Fee, eService fee & Bid Preparation & Submission (PQQ/Technical & Commercial/Price Bid): -

G.1. Online Payment of Tender Document Fee + e-Service fee: The online payment for Tender document fee, E-service Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and E-service 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 online. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

G.2. Preparation & Submission of online Applications/Bids: -

G.2.1. Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender (bid) mandatorily be submitted online by following the instruction appear on the screen.

G.2.2. 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.

G.2.3. Financial or Price Bid Proposal shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

H. Assistance to the Bidders: -

For queries on Tenders Haryana Portal, Kindly Contact

Note: - Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the contact details. For any issues/clarifications relating to the tender (s) published kindly contact the respective Tender Inviting Authority.

Tel: -0120-4200462, 0120-4001002, Mobile: - 8826246593

E-mail: - support.etender@nic.in

For any technical related queries please call at 24 x 7 Help Desk Number 0120- 4001002, 0120-4200462, 0120-4001005, 0120-6277787

For Support related to Haryana Tenders in addition to helpdesk you may also contact on e-mail ID eproc.nichry@yahoo.com Tel: - 01722700275

Timing: -

Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:00 pm), Helpdesk support team shall not be contacted for online bidding on behalf of the Contractors.

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

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

- a. 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 + eService Fee & EMD-cum- Security Amount

Deposit: -

- Debit Card
- Net Banking
- Online

D. Debit Card

The procedure for paying through Debit Card will be as follows: - a. Bidder selects Debit Card option in e-Procurement portal.

- b. 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.
- c. Bidder clicks on "Continue" button.
- d. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- e. Bidder enters card credentials and confirms payment.
- f. The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- g. The page is automatically routed back to e-Procurement portal.
- h. The status of the payment is displayed as "successful" in e-Procurement portal.
- i. In case of successful payment, a success message along with unique transaction id is passed on to e-procurement system. The bidder shall store the unique transaction number in its database along with the date and timestamp.

- j. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

E. Net-banking

The procedure for paying through Net-banking will be as follows: -

- a. Bidder selects Net-banking option in e-Procurement portal.
- b. The e-Procurement portal displays the amount to be paid by bidder. RT
- c. Bidder clicks on "Continue" button.
- d. The e-Procurement portal takes the bidder to Net-banking payment gateway screen displaying list of Banks.
- e. Bidder chooses his / her Bank.
- f. The Net-banking gateway redirects Bidder to the Net-banking page of the selected Bank.
- g. Bidder enters his account credentials and confirms payment
- h. 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.
- i. The page is automatically routed back to e-Procurement portal
- j. The status of the payment is displayed as "successful" in e-Procurement portal.
- k. In case of successful payment, a success message along with unique transaction id is passed on to e-procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp.
- l. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

F. Online

- a. This solution shall also allow the bidder to make the EMD payment online. This shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.
- b. Using this module, bidder would be able to pay from their existing Bank account through online. This would offer a wide reach for more than 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.
- c. To choose Payment of EMD, the bidder clicks on online payment option.
- d. Upon doing so, the e-procurement portal will redirect the bidder to a page where it will generate a challan. This challan shall include the beneficiary (Virtual) account number and other details like beneficiary IFSC code etc.

G. Online Payment Procedure

- a. This provision will ensure that no confidential details regarding the bidder or tender are disclosed to the third party while remitting the payment online.
- b. **The bidder would remit the funds at least T+1 working day (transaction + One working Day) in advance to the last day and make the payment online.**
- c. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Departments/PSUs Escrow security deposit account post validating the first part of the beneficiary account number, i.e., the client code only. In case the validation of client code is not successful, the Bank shall return the funds and not credit the Tech process Intermediary Departments/PSUs Escrow security deposit A/c.

5. Dos and Don'ts for Bidders

S.No.	Scenario	Do's/ Don'ts
1.	In the event of making Payment through online	<p>Do's</p> <ul style="list-style-type: none"> <input type="checkbox"/> It is the bidder's responsibility to ensure that online payments are made to the exact details as mentioned in the challan which are: <input type="checkbox"/> Beneficiary account no: <client code> + <random number> <input type="checkbox"/> Beneficiary IFSC Code: As prescribed by SBI Bank (this shall remain same across all tenders) <input type="checkbox"/> Amount: As mentioned on the challan. It is specific for every tender/transaction <input type="checkbox"/> Beneficiary bank branch: SBI Bank Ltd, CMS <input type="checkbox"/> Beneficiary name: As per the challan <input type="checkbox"/> For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD <input type="checkbox"/> It is advised that all the bidders make payment via- online at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender <input type="checkbox"/> Bidder has to make only single payment against a challan as per the amount mentioned on the challan. <input type="checkbox"/> Bidder must do the payment before tender validity gets expired. <p>Don'ts</p> <ul style="list-style-type: none"> • Bidder should not enter erroneous details while filling the online form at their bank. The following possibilities may arise: • Incorrect IFSC code: - Transaction would be rejected and the amount would be refunded back to the bidders account

		<ul style="list-style-type: none"> ❑ Incorrect Beneficiary account number (<client code> + <random number>): - In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted. ❑ Incorrect Amount mentioned: The amount would be rejected if the amount mentioned while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto refunded directly to bidder's account. ❑ In the event of any discrepancy, payment would not be considered, and bidder would not be allowed to bid/ participate. ❑ Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination. ❑ Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder. ❑ Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder
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6. Terms of Reference

Introduction

This document is a detailed notice inviting tender to the procurement of Instant Kheer for the Har-Hith retail project of Haryana Agro Industries Corporation Limited for supply to HAICL specified delivery points/DC's/Warehouses/Institutional Client Site within the state of Haryana.

The Retail Expansion Project further aims to facilitate the achievement of vision 'Atmanirbhar Bharat and Atmanirbhar Haryana' by making people self-reliant by providing them level playing field and making them reap the fruits of a growing Food & Grocery market. The focal point of this scheme is to make the people of the state of Haryana self-reliant and progressive.

7. Scope of work

- HAICL intends to select a supplier i.e. Manufacturer/Processor for the supplies of Instant kheer to HAICL specified delivery points/DC's/Warehouses/Institutional client site within the state of Haryana.
- Bidder should participate in its own name, No Joint Venture or other than manufacturers are not allowed to participate in Tender.
- Total quantity required for Instant Kheer along with quality Specifications and ratio of ingredients is mentioned at **Annexure-1 and specifications are mentioned at Annexure-2**

8. Validity period for acceptance of tender:

- The rates quoted by the bidder(s) will be valid for 180 days from the date of opening of financial bids/negotiated rates.
- As per approved Procurement policy of HAICL for this retail project, MD HAICL reserve the right to renegotiate rates between the contract period based on the market conditions and best rates available in the market for the betterment of the business and profitability of HAICL.
- HAICL May Increase/Decrease the quantity as per the requirement and order placed by their institutional client. Final awarded qty to be mentioned in the Purchase Order.

9. Technical Specifications and Quality Parameters: -

- Instant Kheer pack must carry " Shelf Life"(3 months) and should have more than 85% remaining shelf life.
- Damages/Poor quality stock will be returned at the time of receiving by institutional client.
- Any shortages will be reported within 72 hrs and on basis of actual received quantity GRN will be done, same will be mentioned on POD (Proof of Delivery).
- Quality parameters shall be in accordance with the specifications indicated in the latest applicable Food Safety and Standards Act and connected rules. Supplied item must be free from common deleterious matter and adulteration.
- The successful L1-bidder will be solely responsible for consequences for any violation of the latest applicable Food Safety and Standards Act and connected rules, Any Regularity or Non- Compliance with respect to FSSAI & Weight and measurement or any other local State compliances are to be complied by supplier & HAICL shall not be liable for any brand image loss/any cost liabilities or any penalties levied by competent authority which are to be dealt solely by Supplier.
- Packing material Specification should be as per FSSAI Guidelines (Packing material Thickness Should not be less than 51 micron), Packing date, best before date and other nutritional information to be mentioned on the packs, customized packing will be required as per pack size specified by Institutional client.
- Design/label/Printed Matter on the packets to be Shared By HAICL.
- The supplier will send minimum 5 samples along with NABL accredited lab test report at time of technical bid opening, HAICL will do independent lab testing before opening of financial bid. Financial bid will be opened only for those suppliers who's lab testing report is okay as per mentioned parameters. Lab testing charges will be borne by suppliers
- Visual inspection of the sample shall be done at time of receiving of goods and same shall be compared with the master sample received earlier by HAICL appointed officer before accepting supplies.
- Before accepting supplies, any random pack will be/may be subject to independent NABL accredited Lab testing as per specification and same can be compared with Lab testing report submitted by supplier, cost of lab testing will be borne by successful supplier.
- HAICL may reject the supply in whole or in part if supplies not found in accordance with this contract and also If the quality is reported poor by the Institutional Client or any shelf-life issue arises, the supplier has to replace the delivered qty at his own cost from the HAICL warehouses/Institutional Client Site.
- If the supplied materials are rejected based on the final quality report, then the seller must replace the stocks within 7 days' time. If the seller fails to replace the stock against the rejected Qty within 7 days, the trade will be cancelled and proportionate EMD/SD will be forfeited and stock will be purchased from L2 bidder on risk and cost basis and differential amount will be claimed from L1-bidder/existing supplier. If such incidence is repeated more than 2 times such supplier will be blacklisted for future bidding.
- Supplier to quote F.O.R. rate for Instant Kheer for direct delivery at the premises of institutional client site, which may be across all 22 districts of Haryana (single location per district) or HAICL specified warehouses/DC's/Points as specified earlier.
- Negotiations will be conducted by HAICL with supplier as per negotiation policy of Haryana State Government.

10. Eligibility Criteria

The bidders will be assessed as per the pre-qualification criteria defined. Only the bidders who qualify pre-qualification shall be eligible for **financial evaluation**. Non-conforming proposals will be rejected and will not be eligible for any further processing. The pre-qualification criteria for bidders must meet the following: –

S. No.	Requirement	Required Documents
1	The bidder (a Business Entity) shall mean a company registered in India under the Companies Act, 1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008/Proprietor and operating for at least last 3 (Three) years as on March 31, 2023.	Incorporation/ Registration Certificate
2	<p>A. Only those interested bidders (Manufacturer/Processor) that have empanelled themselves for supply of Ready to Eat/Ready to cook Processed Food Items against the EOI floated dated 19.01.2024 and thereafter the empanelment issued dated 02.02.2024 can participate in this tender, the other interested supplier may apply when next EOI is floated by HAICL for empanelment of Ready to eat processed food items, to ensure the timely supply of quality product. Any other bid received will be deemed rejected in technical qualification.</p> <p>B. The entity should have 30 crore cumulative turnover for providing similar nature of work in last three Financial Years.</p> <p>C. Ideally should be in active business activities for 05 years in India but not less than 03 year and supplier should have experience of supplying Instant Kheer/similar type of products in any of the retail format GT/MT.</p> <p>D. Mentioning the bidder categorization for Manufacturer/Processor-Only Manufacturer/Processors can participate in tender. No trader, middleman or Firms that are not in original manufacturing business of Instant Kheer /Similar type of products can participate in tender.</p> <p>E. Manufacturer/Processor should have production capacity of 100 MT/Day of Instant Kheer or similar kind of items.</p> <p>F. Bidder should have government institution supply experience in manufacturing/processing of Instant Kheer</p>	<p>A. Bids of the empanelled vendors will be considered</p> <p>B. Certificate from the statutory auditor/CA, Client's certificate and agreement/ work order</p> <p>C. Self-declaration on their letter head, Additionally PO/supply order need to be shared</p> <p>D. Self-declaration on their letter head.</p> <p>E. Self-declaration on their letter head.</p> <p>F. Self-declaration on their letter head.</p>

	<p>/similar type of items equivalent to 5000 MT in last 03 financial years.</p> <p>G. The Manufacturing Firm/ Company must have valid FSSAI (Food Safety and Standards Authority of India) License in accordance with the provisions of The Food Safety and Standard Act, 2006 and prescribed rules and regulations issued from time to time, in the business of manufacturing of Instant Kheer. Need to maintain all the records of ISO documents. (at least last 3 months evidence need to be provided).</p>	G. Self-declaration on their letter head.
3	The bidder/sister Concern firm of the bidder should not have been blacklisted/banned/debarred by any State/ Central Government or any of its Agency/ PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ ineffective performance.	A notarized Affidavit on a stamp paper of Rs.100/- (Annexure-3)
4	Other details of bidders	<ul style="list-style-type: none"> GST, PAN Card, Firm's factory address with documentary proof, Authority Letter on firm's letter head in case of partnership firm.
5	Service fee, processing fee and EMD detail	Attach the proof of depositing these payments
6	Undertaking that vendor is agreeing to the terms and conditions mentioned under this contract	A notarized Affidavit on stamp paper of Rs.100/- to the effect that the tenderer accepts all the terms and conditions of the present e-tender (Annexure-4).

Along with the above the bidders need to provide copy of the following documents:

- GST
- Pan Card
- Firm's Address with documentary proof
- Balance Sheet
- Company Incorporation Certificate

11. Selection Criteria

- a. Financial bid will be opened for only eligible bidders, bidders who has qualified technical bid stage and satisfactory lab testing report is received against the sample submitted by them .Financial bid will be inclusive of taxes, F.O.R. or any other such costs.
- b. This Bid/contract will be valid for 180 days and as per approved procurement policy, MD/HAICL can increase/decrease the bid quantity (as per requirement of institutional client) or can renegotiate with the supplier for rate reduction for the mentioned quantity during bid validity.
- c. HAICL will award the work to the lowest financial quote (L1). Negotiation will take place as per negotiation policy of Haryana State Government.
L2 may be renegotiated if L1 showcase its inability to supply at negotiated rates during contract period, in that scenario L2 can resubmit EMD/SD and in that scenario L 2 will become active L-2.
- d. Security Deposit (SD) @ 2% of the 'PO Value' has to be paid within 3 bank working days from the date of raising PO. SD can be paid in form of NEFT/RTGS or in favour of HAICL as Bank Guarantee (BG).Refund of Security deposit will be done within 60 days or if the stock being sold from warehouse after the close of contract period or satisfactory completion of ordered quantity.
- e. HAICL reserves the right to accept or reject any or all Bids, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the HAICL's action.
- f. Pooling by the bidders is strictly prohibited. If it is found at any stage that pooling has been done by the various bidders, then their bids / tender may be cancelled and action against the defaulting bidders will be taken such as black listing /debaring them from State Govt. tenders for two years.

12. Payment Terms:

- The proposal shall include a financial quote per items, F.O.R. at delivery location, specified by Institutional Client.
- HAICL to release the 90 % Payment to seller post successive delivery/Inspection and subsequently Proof of delivery (POD) received from the supplier and balance 10% payment to be done after actual realization of payment from Institutional Buyer, HAICL will deduct/claim amount from the supplier for initial 04 month for the difference in receipt of payment from institute at the rate of 8% per annum. For e.g. if payment is received from institute in 180 days, then HAICL will deduct/claim interest at 8% per annum for 120 days, for rest 60 days interest will be borne by HAICL, also lab testing charges will also be deducted from supplier payment.
- As per Section 51 of the CGST Act, 2017, HAICL- as a PSU, is liable to deduct TDS under GST @ 2% on payments made to the supplier of taxable goods and/or services where the total value of such supply-supply under individual contract exceeds RS.250000/-. Therefore, HAICL is deducting the TDS at the rate of 2% under GST Act.

13. Other Terms & Conditions:

- The financial proposal by the Bidders shall be in Indian Rupees as per the format enclosed **(Annexure-5)** with no escalation provision for any reason whatsoever till the completion of the Assignment.
- The Bidder shall make available appropriate personnel as may be required for successful execution of the Assignment and or as may be required by HAICL on specified dates, venues and time in order to meet the obligations of HAICL.
- All claims shall be raised by the Bidder as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of the material at the sole discretion of the competent authority (MD HAICL).
- In case there is a delay by the Bidder in accomplishing the deliverables which in the opinion of HAICL is attributable to the Bidder, HAICL reserves the right to get such specific work(s) done through next responsive bidder or any other Agency(ies) at the risk and cost of the Bidder for timely completion of the deliverables.
- HAICL can cancel the contract at any stage of the work, in case it is found that the quality of material is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.
- Given the nature of the work being entrusted, the firm would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of HAICL, failing which the engagement of the firm could be terminated.
- HAICL reserve the right to accept or reject any or all Proposals/Offer or modify/ change the content of the bid document without assigning any reason.
- At any time prior to the deadline for submission of Bids, the HAICL may, for any reason, whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bidding Documents by amendment(s). The amendment will be notified through Corrigendum uploaded in the websites of HAICL and <https://etenders.hry.nic.in/>. HAICL will bear no responsibility or liability arising out of non-receipt of the same in time or Otherwise. In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the HAICL may, at its discretion, extend the deadline for the submission of Bids. Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidder while they submit their Bids and invariably enclose such documents as a part of the Bid.
- HAICL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.
- The Bidder shall not be permitted to sub-contract any part of its obligations under the Contract with the utilities.
- All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be appointed by the Managing Director, HAICL. The arbitrator shall pass a speaking award. The Award of the Arbitrator shall be final and binding on the parties to this Contract.
- The bidder will supply the material as per the schedule shared by Institutional Clients. If bidder fails to supply the same as per given schedule, then HAICL will procure products of non-delivered purchase order from L-2 bidder at same cost. However, if L2 bidder denies at same cost, then HAICL will try from open market from authorised source. In any case, If HAICL fails to

source at L1 price, then HAICL will source from L2/open market and the difference amount will be paid by L1 bidder.

For any supply delay, a penalty will be charged from the seller. Upto two week @ 2% per week or part thereof of the cost of the material. After 2 weeks the penalty will be imposed @ 4% per week or part thereof of the cost of the material. HACIL reserves the right to cancel the trade and source the balance quantity from open market at risk & cost of the seller. However, the delay can be condoned at the discretion of the Managing Director.

- No claim in respect of GST or any other local taxes which might be in existence or which might hereafter be imposed will be admissible.
- The bidders are subject to be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or.
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - The tender should certify that rates quoted by his firm are not in any way higher than those quoted to any other buyers in General trade/Modern Trade(GT/MT), any individual person or to any other government institution during the period of contract and the final rate approved in rate contract shall not exceed in anyway the lowest price at which the tenderer quote for the supply , if at any time during the contract period the tenderer reduces the price of essential commodity items to any individual buyer or any other buyer(GT/MT) at the price lower than the price chargeable under the contract period from HAICL , then tenderer should intimate HAICL procurement manager also immediately via mail and the price payable under the supply order /contract will be modified accordingly corresponding to market reduction.
 - HAICL will convey to supplier about delivery locations. For supply against institutional sales, HAICL may provide godown in districts if available with HAICL, otherwise supplier will provide delivery in its own/rented premise in each/desired district of Haryana. Such godown of supplier should be ambient to stock and joint quality inspection may be conducted by HAICL and institutes representatives. The responsibility of stock, till picked/dispatch to institute will be of the supplier.
 - This contract document does not guarantee any award of work order/Purchase order to selected bidder as final work order given will be dependent on the order received from institutional client by HAICL.

14. Checklist

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

S. No.	Requirement	Required Documents	Pl. write in Yes/No
1	<p>The bidder (a Business Entity) shall mean a company registered in India under the Companies Act, 1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008/Proprietor and operating for at least last 3 (Three) years as on March 31, 2023.</p>	<p>Incorporation/ Registration Certificate</p>	
	<p>A. Only those interested bidders (Manufacturer/Processor) that have empanelled themselves for supply of Ready to Eat/Ready to cook Processed Food Items against the EOI floated dated 19.01.2024 and thereafter the empanelment issued dated 02.02.2024 can participate in this tender, the other interested supplier may apply when next EOI is floated by HAICL for empanelment of Ready to eat processed food items, to ensure the timely supply of quality product. Any other bid received will be deemed rejected in technical qualification.</p> <p>B. The entity should have 30 crore cumulative turnover for providing similar nature of work in last three Financial Years.</p> <p>C. Ideally should be in active business activities for 05 years in India but not less than 03 year and supplier should have experience of supplying Instant Kheer/similar type of products in any of the retail format GT/MT.</p> <p>D. Mentioning the bidder categorization for Manufacturer/Processor-Only Manufacturer/Processors can participate in tender. No trader, middleman or Firms that are not in original manufacturing business of Instant Kheer /Similar type of products can participate in tender.</p> <p>E. Manufacturer/Processor should have production capacity of 100 MT/Day of Instant Kheer or similar kind of items.</p> <p>F. Bidder should have government institution supply experience in manufacturing/processing of Instant Kheer /similar type of items equivalent to 5000 MT in last 03 financial years.</p>	<p>A. Bids of the empanelled vendors will be considered</p> <p>B. Certificate from the statutory auditor/CA, Client's certificate and agreement/ work order</p> <p>C. Self-declaration on their letter head, Additionally PO/supply order need to be shared</p> <p>D. Self-declaration on their letter head.</p> <p>E. Self-declaration on their letter head.</p> <p>F. Self-declaration on their letter head.</p>	

	G. The Manufacturing Firm/ Company must have valid FSSAI (Food Safety and Standards Authority of India) License in accordance with the provisions of The Food Safety and Standard Act, 2006 and prescribed rules and regulations issued from time to time, in the business of manufacturing of Instant Kheer. Need to maintain all the records of ISO documents. (at least last 3 months evidence need to be provided).	G. Self-declaration on their letter head.	
3	The bidder/sister concern of the bidder should not have been blacklisted/banned/debarred by any State/ Central Government or any of its Agency/ PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ ineffective performance.	A notarized Affidavit on a stamp paper of Rs.100/- (Annexure-3)	
4	Other details of bidders	GST, PAN Card, Firm's factory address with documentary proof, Authority Letter on firm's letter head in case of partnership firm.	
5	Service fee, processing fee and EMD detail	Attach the proof of depositing these payments	
6	Undertaking that vendor is agreeing to the terms and conditions mentioned under this contract	A notarized Affidavit on stamp paper of Rs.100/- to the effect that the tenderer accept all the terms and conditions of the present e-tender (Annexure-4) .	

Note: - Financial bid will be opened for only eligible bidders, bidders who has qualified technical bid stage and satisfactory lab testing report is received against the sample submitted by them .Financial bid will be inclusive of taxes, F.O.R. or any other such costs.

15. Force Majeure: -

Should any of the force majeure circumstances, namely, act of God, natural calamity, fire, change in law or government policy, (excluding any stock limits), strikes or lockouts by workmen, war, military operations of any nature or blockades, prevent the Seller or the Buyer from wholly or partially carrying out their contractual obligations under this Contract Note, the period stipulated for the performance of this Contract Note shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than 15 Working Days, this Contract Note shall stand annulled and no penalty will be levied on either the Buyer or the Seller for non- performance of their obligations under this Contract Note.

16. Arbitration: -

If any dispute, controversy or claim arises out of or in connection with this Contract Note, including any question regarding its existence, validity or termination arising out of or in connection with this Contract Note (a "Dispute"), the Parties shall use all reasonable endeavours to resolve the matter amicably. If one (1) Party gives another Party notice that a Dispute has arisen, and the Parties are unable to resolve the Dispute within fifteen (15) Working Days of service of the notice then the Dispute shall be referred to the senior executive officers of each of the Parties who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other Party under this Contract Note until fifteen (15) Working Days after such referral to a senior executive officer.

All Disputes, which are unresolved pursuant to the preceding clause and which a Party wishes to have resolved, shall be referred upon the application of any Party to and finally settled in accordance with the rules of Arbitration and Conciliation Act 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force at the date of this contract note ("Rules"). The number of arbitrators shall be three (3). One (1) arbitrator shall be appointed by the Buyer and one (1) arbitrator shall be appointed by the Seller, and together the two (2) arbitrators so appointed shall appoint the third (3rd) arbitrator.

The seat of the arbitration shall be Panchkula. The language of this arbitration shall be English. The courts in Panchkula shall have exclusive jurisdiction.

The arbitrators shall have the power to grant any legal or equitable remedy or relief available under Law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.

Any award of the arbitrator or arbitral tribunal, as the case may be, pursuant to this arbitration clause shall be in writing and shall be final, conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

During the course of any arbitration under this clause except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract Note.

17. Sub-Contracting: -

Sub-letting of the work to any other party is strictly prohibited.

FINANCIAL BID OPENING PROCEDURE

- The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
- Absence of bidders or their authorized representatives shall not impair the legality of the process.
- The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- Financial Bids of only those tenders will be opened, who qualified the technical stage, in the presence of qualified tenderers, who may wish to be present. Negotiation will be held, if need be.

RIGHT OF ACCEPTANCE:

- HAIC reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the HAIC in this regard shall be final and binding.
- Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder 's bids liable for rejection.
- The competent authority of the HAIC reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the HAIC reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- The HAIC may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

NOTIFICATION OF AWARD BY ISSUANCE OF “Letter of Acceptance”

- After determining the successful evaluated bidder, Haryana Agro Industries Corporation Limited shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- The Earnest Money Deposit (EMD) of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids. EMD of the successful bidder will be adjusted in Security deposit, post award of work/Purchase order.
- The Earnest money Deposit (EMD)of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.
- The Earnest money deposit (EMD)of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- The Earnest money Deposit (EMD)of the successful bidders shall be returned within seven (07) days post receiving in HAICL account, on award of contract to the Successful bidder.

Instant Kheer Quantity and Percentage of Ingredients**Quantity Required: -**

Sr. No	Category	Item Name	Pack size	Minimum Qty (MT)	Qty in Kg
1	Processed Food	Instant Kheer	1 kg	10,000	10000000

Ingredients

Sr. No.	Ingredients	Qty in grams	Protein (g)	Fats in grams	Carbohydrates in gram	Calories(kcal)
1	Rice	28	2.19	0.14	21.73	98.99
2	Grounded Sugar	28	0	0	27.08	107.64
3	Processed Defatted soya Grit	6	3.28	0.05	1.69	20.34
4	Groundnut	11	2.63	4.4	1.92	57.83
5	Skimmed Milk Powder	22	8.44	0.02	11.33	115.67
6	Coconut	4	0.32	2.81	0.36	23.29
7	Vitamins & Minerals Pre-Mix	1	0	0	0	0
Total		100	16.86	7.42	64.11	357.03

Note:- Above mentioned items are tentative ingredients based on Instant Kheer recipe as desired by institutional client, potential suppliers need to quote the rates based on mentioned ingredients and ratio (Rate/Kg). Qty mentioned and ingredients in above table may vary slightly on basis of Institutional client specific requirement, , if slight change happens same may be considered at time of negotiation(as if ingredient changes then based on market rates that implication will be considered).

No Blacklisting No, Litigation Status

(Performa for No Blacklisting No Litigation Status Certificate on NJSP duly attested by Notary)
(To be submitted by the bidder along with his Bid)

Ref: _____

Dated _____

To,
Haryana Agro Industries Corporation Ltd.
BaysNo.15-20, Sector-4, Panchkula, Haryana.
Pin:134112, INDIA.
Tel: +91-172-2561305,2561324,2561303
Fax: +91-172-2561310,2561326
Email: haicpkl@gmail.com

Dear Sir,

1. I*/We* have read and examined the complete documents of NIT No. _____ related to _____ (full scope of work) on turnkey basis.
2. I*/We* hereby submit that our firm M/s _____ (with complete address) has never been 'Black-listed'/ debarred by any Utility / any State / Central Govt., Department / PSUs till date nor we are facing / filed any Litigation proceedings regarding debarring (black listing) with either of the above said Agencies / States. Detection of false declaration / statement at any stage of the entire process of Bid / execution of work shall lead to penalty as deemed fit by the HAICL including forfeiture of earnest money, BG and termination of contract.

Signature along with seal of company

Date: - _____

(Duly authorized to sign the application on behalf of the firm).

Name: _____

Designation: _____

Name of Company: _____

WITNESS

Signature:

Name & Postal Address:

Mobile No.

Vendor Undertaking Regarding Accepting Terms& Conditions

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. That I/we, _____ have thoroughly gone through all terms and conditions mentioned in the present e-tender enquiry and agree with the same.
3. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work Govt. of India/or any State or Govt. undertakings nor any contract awarded to us for such works have been **rescinded/terminated** on account of our default, at any stage prior to the date of this bid.

OR

The following works have been abandoned/rescinded on account of our default prior to the date of this bid.

- a.
- b.
- c.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

(Title of Officer)

(Name of Firm)

Financial Proposal for Bid Quantity
_(To be submitted in a separate cover)

Sr. No	Category	Item Name	Pack size	Minimum Qty (MT)	Qty in Kg	Rates Quoted Per Kg (Rs.)- Inclusive of GST
1	Processed Food	Instant Kheer	1 kg	10,000	10000000	

Important Note: -

1. The rates should be quoted inclusive of GST in Rs. Per Kg in figures as well as in words F.O.R. Haryana. There should be no cutting/overwriting in the price bid.
2. In case of Subsidized Rice (if provided by Institutional client @ Rs. 3 per kg), selected supplier needs to pick up the subsidized Rice from the location specified by Institutional client where that rice is stored, within state of Haryana.
3. Packing material should be either HDPE Envelope or flexible laminating packing as per required FSSAI specification.

Signature of Tenderer/Authorized Signatory

Full name of Tenderer/ Signatory