



HARYANA AGRO INDUSTRIES CORPORATION LIMITED

(A Haryana State Undertaking)

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Website: haic.co.in
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Registered Office:
Bays No. 15-20
Sector - 4, Panchkula

CONTINUOUS EXPRESSION OF INTEREST FOR EMPANELMENT / ONBOARDING OF BRANDS FOR SUPPLY OF ESSENTIAL COMMODITIES TO HAICL SPECIFIED DELIVERY POINTS WITHIN THE STATE OF HARYANA

Government of Haryana launched the Retail Expansion Project through Haryana Agro Industries Corporation Limited, where FMCG, consumer goods essential commodities will be sold. Broad objective of the Organization is to provide an alternate channel to promote entrepreneurship, provide best quality products at discounted prices, help in promoting State owned MSME/NGO/SHG/FPO and other manufacturer within the state, promote retail policy of Haryana and generate employment across the State. Going forward, the organization would help generate market for innovative products across perishable & consumer goods that will further promote entrepreneurship and manufacturing efficiency in the State.

It has been proposed to set up 2000 retail stores/outlets across the 22 districts of Haryana, which will help in boosting the spirit of entrepreneurship and generating favorable employment.

For this purpose, HAICL intends to invite continuous EOI for empanelment/ Onboarding of brands for supply of essential Commodities to HAICL specified delivery points within the state of Haryana.

The application form and other terms & conditions may be downloaded by the interested parties from HAICL website www.haic.co.in

The interested party may send the proposal and HAICL will vet the application and empanel the party. The EOI will be live in future to keep ongoing empanelment process.

1. Intending brand shall submit application at haicpkl@gmail.com and in sealed envelope also in the prescribed format (duly filled in) along with supporting documents.
2. HAICL reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges HAICL to proceed with all or

any part of continuous EOI process. The continuous EOI is not the subject of any process of contract or any contractual obligations between HAICL and prospective brand.

S. No.	Particulars	Details
1	Document Reference Number	2022-02-14-01
2	HAICL contact details	Haryana Agro Industries Corporation Limited, Bays No. 15-20, Sector 4, Panchkula, Haryana 134112 Email- haicpkl@gmail.com Tel- 0172-2561305
3	Interested bidders to submit proposal and bid in sealed envelope at HAICL office	

Important Note:

1. Vendors may submit the document processing fee and EMD 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**

2. For any clarifications or guidance, please contact office at 0172-2561305.

Introduction:

Hon'ble Chief Minister of Haryana Launched the Retail Expansion Project of Haryana Agro Industries Corporation Limited (HAICL) under the single brand umbrella "Har-Hith" on dated 17th October 2021. Under the brand name Har-Hith, 2000 retail outlets are to be opened in Rural & Urban areas across Haryana State. HAICL has opened 200 stores till February 2022.

HAICL invites application from Brands for various varieties of Essential commodities etc. meeting minimum eligibility criteria.

1. Scope of Work:

A.) Registration on E-Portal of HAICL and supply conditions

- i. Selected Brand/company will be required to get themselves registered/Empaneled for the supply of Essential commodities to HAICL. Selected party will have to deposit **EMD of 50000/-**.

- ii. Selected Brand/Company will Supply Essential commodities like Pulses, spices, flour/other etc. to HAICL at specified delivery points within the state of Haryana
- iii. The interested Brands are requested to submit all the requisite documents via email and also in a sealed envelope only through courier/registered post at HAICL office. The master envelope can be submitted at registered office of the HAICL i.e. **Manager Procurement**, Haryana Agro Industries Corporation Limited, Bays No. 15-20, Sector-4, Pachhkula-Haryana-134112, by hand or through courier/registered post before..... For further assistance kindly contact HAICL Office (0172-2561305).
- iv. In coordination with brands, Selected brand will provide/arrange marketing materials like standees, wall cutout, carry bags, display units etc in order to promote sales at HARHITH stores.
- v. HAICL seeks the products supplied by the brand should have ideally more than 80 percent but not less than 70-75% available shelf life.

B.) Penalty clause for quality or delay: -

- i. All Brands are required to supply the material within 48 hours but not more than 7-10 working days of the purchase order. Stock delivered after due date of delivery will not be accepted.
- ii. Default in supplies either wholly or partly, post extended delivery period, on account of quality or quantity or delay in supply may result in cancellation of the contract and undelivered quantity may be sourced from other sources at risk and cost of the Brands.
- iii. If supplies received is not meeting the agreed quality specifications, stock will be rejected. In the event of stock rejection at the HAICL delivery point, the Supplier will replace the rejected supplies at its own cost within 15 working days. The replacement supplies will undergo assessment and if the same are found not as per specified quality parameters then such stocks will also be rejected. If again the Supplier fails to replace the rejected stock within 3 working days, contract will be cancelled and EMD will be forfeited. On 3 consecutive stock rejections the supplier will be blacklisted and maybe debarred from further supplying to HAICL.

2. Minimum Eligibility Criteria: -

- 2.1 The vendor company must have the minimum range of ideally more than 100 products with turnover of Rs. 50 crores annually (If HAICL needs any other product which is out of range offered by company, then the company will arrange that product also.

OR

The company must have the minimum range of more than 50+ products with turnover of Rs. 100 crore annually.

OR

The national/State recognized brand must have the minimum range of 30+ products having the entire range of products in each segment i.e. pulses, flour mixes etc. with turnover of Rs. 150 crore annually.

- 2.2 The vendor company must have 2-5 years' experience in retail sector like Amazon, Walmart, Metro and Flipkart etc. recognized institutional sales.
- 2.3 These terms apply to all contracts for the purchase of products by HAICL.
- 2.4 No amendment, alteration, waiver, or cancellation of any of these terms is binding on HAICL unless confirmed by HAICL in writing.
- 2.5 HAICL acknowledges that no employee or agent of the Vendor/ Supplier, other than KAM has any right to make any representation, warranty, or promise about the products or the sale of the products other than as contained in this Terms of Trade (TOT).

3. Price: -

- 3.1 The company will supply those products at better/equivalent/similar rates than the rates which HAICL received through E-Bid or through other empaneled suppliers as per approval of BODs HAICL. In case of all other products, the company will supply at best rates and HAICL will negotiate to ensure supplies at wholesale market rates/better than wholesale market rates.
- 3.2 Prices are determined at the time of placing the order, any change in prices needs to be informed to HAICL through e-mail. Any other mode of communication not to be considered, and old prices/previous prices would continue to stand valid in the PO so raised by HAICL.
- 3.3 Change in MRP needs to be communicated to HAICL at least 15 days in advance.
- 3.4 Prices shall be inclusive of all delivery costs.
- 3.5 Seller warrants that the price for the products is no less favourable than those currently extended to any other retailers in GT/MT/E-Commerce/or similar formats for the same or similar products in similar quantities. In case the price offered to other

Retailers is lower than HAICL prices, HAICL will re-negotiate for better margins/prices.

- 3.6 Prices of products offered to HAICL are inclusive of all taxes, cess etc. as applicable from time to time. Tax rates and amounts must be mentioned in all the proposals and subsequent invoices with HSN code.
- 3.7 Unless otherwise agreed or communicated by supplier in writing, the price for the selected products shall be the price set out in details attached as Annexure- 1 (The supplier to attach the list of products selected by HAICL on letter head duly signed and stamped indicated product details, pack size, carton size, MRP and Markdown margins, GST and net landing price inclusive of tax).

4. Offers & Discounts: -

- 4.1 HAICL shall receive the full benefit of all discounts, premiums and other favourable schemes/offers as offered by the seller to its others customers for the same or similar products in similar quantities from time to time.
- 4.2 Communication of all offers/discounts/schemes should be informed through E-mail and before the commencement of the promotion activity. The brand/company also needs to provide the quarterly/yearly marketing calendar to HAICL at the beginning of each year. All communications to be with the Procurement & Marketing manager of HAICL.

5. Payment: -

- a. The Seller will be paid for all products invoiced as per PO quantities against GRN (Goods Receipt Note) of saleable quantities.
- b. The seller will not be paid for any products delivered that have not been authorized by an approved Purchase order before raising the invoice.
- c. Payment terms will be 15 (Fifteen) days for initial 06 (six) months After 06 (six) months of HAICL's operations payment terms would be mutually agreed upon. The vendor will submit 3% Bank Guarantee in favour of HAICL for the purchase order in case of payment against delivery term, 2% Bank Guarantee is required for the payment term of 15 to 30 days of GRN and no Bank Guarantee is required for the payment term of 30 days from GRN and Above.
- d. Payments to the supplier will be made after deducting any previous dues against damages/expired/Shortages etc. (unless

a rebate for the same is otherwise agreed periodically). This will be checked at the time of GRN.

- e. Reconciliation of accounts between HAICL and Suppliers will be done on a monthly/quarterly basis. Debit or Credit notes as required by either party will be exchanged.
- f. The mode of payments by HAICL will be through RTGS/NEFT/CHEQUE.

6. Delivery: -

- a. All supplies to reach HAICL warehouse (s) by 1 PM. Receiving time at Warehouse will be between 09 AM – 01 PM. The supplier needs to inform in advance to HAICL office through mail all dispatches so as to make required arrangements.
- b. The Supplier needs to deliver materials (F.O.R) to HAICL warehouses at Pataudi, Hisar and Karnal as mentioned in PO. All unloading charges will be borne by Supplier at the HAICL warehouse/ designated delivery point. If the vendor/supplier is not able to send laborer along with the supply vehicle, HAICL will arrange the same and charge the supplier on basis of minimum wages of Haryana Government or on actual basis, whichever is lower. In case the supplier is sending its own labour for unloading there would be no charges applicable.
- c. The Supplier to ensure deliveries against PO's within 48 hours but not more than 15 (fifteen) working days. The quantities dispatched by the Supplier must confirm with the quantity mentioned in the PO. Supplier should try and maintain 100 % fill rate but not less than 80%. Supply of full quantity to the respective godown in one lot shall be preferred.
- d. In case the supplier on whom the purchase orders have been placed fails to supply the goods within the delivery period, HAICL reserves the right to go in for purchase at risk and cost basis from another authorized supplier/empanelled brand with HAICL. The previous PO will stand cancelled and the new PO will be raised.
- e. To ensure that "Date of Manufacturing and Date of Expiry/best before should be mention on the cartons or bags.
- f. The final receipt of delivery by HAICL is the GRN. All deliveries must accompany the original invoice supported by an approved PO.

- g. The supplier must intimate HAICL-HO/Warehouse through mail or call about the dispatch of material, so as to avoid unnecessary delays at the warehouse.
- h. The Supplier needs to ensure that the products sent to HAICL warehouses are sent in vehicles that are in good condition that reduces chances of contamination and damage to the product.
- i. The Shelf life of products dispatched to the HAICL warehouse must not be less than 80-90 percent of its total shelf life, for those products having best before less than 06 (six) months, In case of product having best before more than 01 year, shelf life of products dispatched to the HAICL warehouse must not be less than 70-80 percent of its total shelf life. HAICL will not receive products with a shelf life less than 70% and will return it and subsequent penalties as per MOU will be imposed.

However, HAICL may relax shelf life limit up to 60% if supplier is providing additional discounting in terms of promotion or scheme and such benefits will be forwarded to customer only.

- j. The supplier will send samples against first supplies at HAICL HO. The supplier will also ensure to enclose lab reports/COS against the invoices at the time of delivery. At the time of receiving HAICL inspection team will randomly check the goods received for their packing, quality, Shelf life, and saleable condition.
- k. The supplier needs to intimate HAICL the authorized party to execute the purchase orders raised. The necessary agreement/document between the supplier and the delivering party needs to be shared with HAICL before the start of operations.
- l. To fasten the receiving at warehouse the goods would be unloaded at the warehouse and the delivery vehicle will be relieved without doing GRN and inspection. If any damaged stocks is found, such stocks would then be kept aside and supplier would be informed accordingly through mail and telephonically. The supplier to acknowledge such damage stocks and replace it within 07 (seven) days or next delivery.
- m. M.O.Q. is 1000 kg for each location at every PO.

7. Damage, Shortage, Expiries, and Return (mutually agreeable): -

- a. All transit damages will be borne by the Supplier. The same needs to be taken back by the supplier immediately or on next delivery else storage charges will be levied on the supplier.
 - b. In case of short supplies received at the warehouse by HAICL the same will be mentioned on the duplicate copy of the invoice (Sent back to supplier) and in the GRN.
- 7.3 R.T.V. return to vendor i.e. the vendor company will take back the supplied merchandise/products from all HAICL warehouses which remained unsold, any quality issue or any if the material gets expired. The vendor will pay 5% of the stock return to HAICL as logistic cost, only for that stock which is lifted back from franchisees.
- 7.4 HAICL reserves the right to return expired and near to expiry stocks received on subsequent inspection.
- All expired Products will be taken back by the supplier from the HAICL warehouse within 7 days/next delivery of intimation by mail.
- 7.5 Slow moving/ non-moving stocks having a valid shelf life will be returned to the supplier on mutually agreeable terms.
- 7.6 In case of any product recall by the Supplier/ HAICL, on grounds of products not meeting the required quality standards as found sampled by competent government authorities on basis of customer complaint 5% (of invoice value of the product x qty) charges will be levied/claimed/debited to the supplier.

8 Quality: -

- 8.1 The supplier to ensure that all products supplies to HAICL at any time:
- (A) Is FSSAI certify and also is genuine, unadulterated, not counterfeit, not misbranded and not used, re-manufactured, reconditioned, or refurbished, and will be equal, or better quality as the sample delivered to HAICL
 - (B) Is manufactured in accordance or recommended good manufacturing practices and under all relevant and applicable laws governing the manufacture, distribution, and sale of merchandise that are either proclaimed by a regulatory authority or generally accepted in the industry.

- (C) Is of a good condition and fit for sale.
- (D) Is without patent defect does not violate any safety standard, and does not pose any unreasonable risk of harm or injury.
- (E) The vendor should have inhouse packing plant of essential commodities includes an accurate UPC and EAN code/Barcode confirming with GSI standards.
- (F) In case of any consumer complaint or notice is received by the regulatory authority for any product, the Supplier undertakes to take remedial action on its own accord.

9.Promoters/Merchandising/Branding:

- 9.1 The Supplier may depute, some personnel to promote (brand promoters) its products at the stores they may not be direct employees of the supplier.
- 9.2 The Supplier in order to improve their product(s) visibility/merchandising at stores can place/keep FSU's (Floor Standing Unit) and other merchandising materials in arrangement with HAICL on mutually agreeable terms.
- 9.3 Branding at stores can be done in arrangement with HAICL on mutual requirement as per mutually agreeable terms.
- 9.4 Data Sharing (if required, mutually agreeable) HAICL will charge 1.50% of total invoice value for that period.

C. Documents required to get registered at e-portal:

- 1. **Valid PAN and GSTIN Copy (Self attested copies to be submitted)**
- 2. **Copy of Cancelled Cheque**
- 3. **Aadhar card copy of the Authorized person/signatory/Owner.**
- 4. **Partnership deed copy, in case of Partnership firm.**
- 5. **Company Incorporation certificate, MOA and AOA, in case of Company.**
- 6. **Authority Letter/BR in the name of Authorized person.**

7. **Any other documents required as per eligibility clause of this document**
8. **Self-attested copies of all above given Documents.**

D. Evaluation of applications:

All received documents to be examined by the committee of HAICL. The committee shall evaluate details submitted by the interested Brands and examine the documents provided vis-a-viz requirements specified in the EOI document. HAICL reserves its right to accept or reject any or all the applications and/or ask for any additional and/or missing documents from the interested Brands

The selected Brand will be informed regarding acceptance of their application(s) and would be eligible to supply goods to HAICL as per requirement against the PO so raised after confirmation of prices.

In case of any disputes arise in future, if any, the decision of the committee of HAICL or Managing Director of HAICL will be final and binding on all parties and no appeal or representation will be entertained in this regard.

Application Letter

To,
The Managing Director,
HAICL, Head Office
Bays No. 15-20,
Sector - 4, Panchkula

Ref. EOI vide no. _____

Dear Sir,

I/We have thoroughly examined and understood all the terms and conditions as contained in the EOI and agree to abide it.

I/We hereby offer to supply essential FMCG products (as directed and specified by HAICL) on the agreed prices.

Yours faithfully,

Authorized Signatory

Registration Form**1. Supporting Documents**

Name of Interested manufacturer/processor/supplier	
Firm type (Private limited, LLP or Limited, Proprietorship, Partnership)	
Registered office	
Name of proprietor/partner/director	
GSTIN Number	
PAN Card Copy	
FSSAI License	
The address proof of the authorized signatory, namely, Telephone Bill/ copy of passport / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.	

2. Declaration on Stamp Paper (Rs 100 denomination)

Self-declaration for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India	
Self-declaration for not been involved in any major litigation that may have an impact of affecting or compromising the delivery of product supply services to HAICL	
Self-declaration for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.	

Date:

Place:

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. 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, during last five years prior to the date of this bid.
3. 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.
4. 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: -

Date: -

Checklist

S. No.	Requirement	Required Documents	Yes/ No
1	The bidder (a Business Entity) shall mean a company registered in India under the Companies Act, 1956 or 2013, a partnership firm registered under the Limited Liability Partnership Act of 2008 or sole proprietor ship and operating for at least last 2 (Two) years as on March 31, 2022.	Incorporation/ Registration Certificate	
2	<p>The vendor company must have the minimum range of ideally more than 100 products with turnover of Rs. 50 crores annually (If HAICL needs any other product which is out of range offered by company, then the company will arrange that product also.</p> <p style="text-align: center;">or</p> <p>The company must have the minimum range of more than 50+ products with turnover of Rs. 100 crore annually.</p> <p style="text-align: center;">or</p> <p>The national /State recognized brand must have the minimum range of 30+ products having the entire range of products in each segment i.e. pulses, flour mixes etc. with turnover of Rs. 150 crore annually.</p>	Financial Turnover certificate attested by C.A & product list.	
3	The vendor company must have 2-5 years' experience in retail sector like Amazon, Walmart, metro and flipkart etc. recognized institutional sales.	Client certificate and agreement work order or any other proof.	
4	The bidder should not currently 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.	Undertaking by the bidder Falsification and nondisclosure will lead to disqualification from the evaluation process	
5	Other Details of the bidders	GST, PAN Card, Firm's Factory Address with documentary proof	
6	Service Fee, Processing Fee & EMD cum security Details	EMD and other fees deposited	
7	Undertaking that vendor is agree of terms & conditions mentioned under this contract	Letter copy in company letter head	
8	Submission of proposal in counter bid format	Letter copy in company letter head	