

HAICL INVITES  
EXPRESSION OF INTEREST(EOI)

FOR EMPANELMENT OF EXPERIENCED WHEAT  
PROCESSOR WITH HAICL FOR PROCUREMENT OF  
WHEAT IN BULK FROM MADHYA PRADESH STATE CIVIL  
SUPPLIES CORPORATION LIMITED (MPSCSC)

EOI REF. NO.: HAICL/WH/2022-23/01  
DATED: 10<sup>th</sup> MARCH, 2022

**LAST DATE OF SUBMISSION**  
**24<sup>th</sup> MARCH, 2022 UPTO 01:00 PM**

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**NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF EXPERIENCED WHEAT PROCESSOR WITH HAICL FOR PROCUREMENT OF WHEAT (IN BULK, MINIMUM 20000 MT) FROM MADHYA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (MPSCSC).**

**1. NOTICE OF DISCLAIMER**

- (i) The information contained in this EOI or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of Haryana Agro Industries Corporation Limited (HAICL) or any of its employees or officers (referred to as “HAICL Representative”) is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this EOI and no part of any subsequent correspondence by HAICL, or HAICL Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contractor contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- (iii) The EOI document has been prepared solely to assist prospective Applicants in making their decision to get empanelled with HAICL. HAICL does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this EOI is only indicative and neither HAICL, nor HAICL Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to a Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI.
- (iv) Neither HAICL nor HAICL Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI Document. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Applicants have to undertake their own studies and provide their bids.
- (v) This EOI Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
- (vi) The information and statements made in this EOI document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any actor omission on part of the aforesaid, whether negligent or otherwise.

- (vii) The EOI Document has not been filed, or approved in any jurisdiction. Recipients of this document should in form themselves of and observe any applicable legal requirements. HAICL makes no representation nor warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
- (viii) HAICL reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- (ix) All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. HAICL may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against neither HAICL nor its employees, officers.
- (x) HAICL reserves the right to modify, suspend, change or supplements this EOI at any stage. Any change to the EOI will be notified to all the Applicants to whom the EOI is issued.
- (xi) Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.
- (xii) As this is an un-ended ongoing process of empanelment, there is no fixed date for opening of EOI. The submitted EOI completed in all respect shall be opened and evaluate periodically and the applicant will be informed accordingly.

## **2. OVERVIEW**

HAICL intends to act as a vessel to facilitate an intended Wheat Processor for procurement of wheat in bulk (minimum 20000 MT) from the Madhya Pradesh State Civil Supplies Corporation (MPSCSC), for the purpose HAICL invites applications from experienced wheat processors in the State of Haryana meeting minimum eligibility criteria for empanelment with HAICL.

The application for misenclosed at **Annexure-A**. Interested parties may submit their application form with required documents as at **Annexure-B**. **HAICL reserves its right to accept or reject any or all the applications without assigning any reason.**

- (i) Interested Parties shall submit their application in the prescribed format (duly filled in) along with supporting documents through email at or in a sealed envelope addressed to:-

**Managing Director,  
HAICL, Bay No 15-20,  
Sector-4, Panchkula  
(Haryana) -134109**

- (ii) The application must be accompanied with non-refundable processing fee of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive GST (Rs.10,000/- + Rs.1800/- GST) through RTGS/NEFT or DD in favour of Haryana Agro Industries Corporation Limited (HAICL) drawn on any Nationalized/ schedule commercial bank payable at Panchkula.
- (iii) The applicant must also be accompanied by Earnest Money Deposit/ Empanelment Fee amounting to Rs.5.00 Lakh (Rupee Five Lac only), which shall be refundable for successful applicant after deposit of requisite Security amount by the successful applicant. The Earnest Money Deposit/Empanelment Fee shall be refunded to the unsuccessful applicants within 7 working days after final decision on the applications.
- (iv) The details of Bank Account for deposit of Processing fee and EMD/Empanelment Fee through RTGS/NEFT are given as under:–
 

Name of the Beneficiary	:	Haryana Agro Industries corporation Limited
Name of Bank	:	Punjab and Sind bank
CCL Account No.	:	09151600731017
IFSC Code	:	PSIB0000915
- (v) HAICL may constitute an Evaluation Committee which shall examine and evaluate the documents so received from interested applicants on the basis of parameters of eligibility criteria defined in this EOI and other specified requirements.
- (vi) As per the requirement, HAICL shall call financial bids (to decide premium for HAICL) from the empanelled parties only by means of offline tenders or online e-auctions. The tenders/e-auction documents will provide complete details of the work scope like quantity, quality, packaging specifications, storage locations with time lines, payment and other terms & conditions separately.
- (vii) HAICL reserves the right to accept or reject any or all applications without assigning any reason there of. The issue of this document does not in any way commit or otherwise obliges HAICL to proceed with all or any part of tender process. The EOI is not the subject of any process of contract or any contractual obligations between HAICL and the applicant.

### **3. SCOPE OF SERVICES OF EXPORTER**

#### **a) Participation in bidding process.**

- i) Wheat Processor will submit online/offline bids with HAICL through its authorized personas and when required.
- ii) Wheat Processor will be intimated by HAICL about the contracts through emails on registered email id(s).
- iii) The contracts shall provide complete details regarding the transaction including quantity, quality of wheat and storage location with timelines, payment terms etc.
- iv) Wheat Processor will be required to deposit security deposit in the form of Bank Guarantee or through RTGS as a percentage of the purchase value of wheat from MPSCSC at the time of participating in contract for an amount pre-defined in contract documents. The security deposit of the unsuccessful Wheat Processor shall be

released/returned after finalization of contract whereas the security deposit of the successful Wheat Processor shall be kept by HAICL till completion of operation. HAICL shall not be liable to pay any interest on the security deposit amount.

- v) Wheat Processor will have to post its bid for the complete scope of services and not any part thereof.
- vi) Separate Agreement for each contract will be entered into between HAICL and Successful bidder amongst empanelled bidders.

**b) Procurement and disposal**

- i) Wheat Processor has to procure/lift the wheat stock on as is where is basis strictly as per the terms and conditions to be settled between HAICL and MPSCSC to lift the wheat. The Wheat Processor shall be responsible for all expenses including handling, transportation, transit insurance, loading/unloading etc.
- ii) It will be the responsibility of the Wheat Processor to conduct inspection of the wheat stocks, if required, before giving final consent by HAICL to MPSCSC.
- iii) Wheat Processor shall be responsible for disposing of the stocks as per the manner stated in the terms and conditions to be settled between the HAICL and the MPSCSC and for obtaining necessary licence/certification, if any.
- iv) Wheat Processor will inform about the status of execution of contract to HAICL on daily basis in writing/through email.

**c) Consideration and Payment Terms**

- i) Wheat Processor has to agree on the rate of wheat offered by the MPSCSC and shall be responsible for all incidental costs such as taxes, logistics and interest cost, etc. including administrative expenditure of HAICL's officers/officials, if any, along with premium to HAICL that shall be decided through bidding process.
- ii) The Wheat Processor shall also be liable to reimburse any loss to HAICL that may occur in the transaction on any ground whatsoever.
- iii) Wheat Processor shall make complete payment to HAICL to get release order for the scheduled quantity to lift the wheat stock from MPSCSC.

**4. MINIMUM ELIGIBILITY CRITERIA FOR EMPANELMENT** Interested applicant must be in possession of valid license/registration certificate from concerned statutory authorities.

- (i) Applicant may either be a sole proprietorship firm, Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time), a Company (registered under the relevant provisions of Companies Act of 1956 or 2013), a Limited Liability Partnership (duly registered under the LLP Act, 2008) or a Cooperative society (duly registered under the MSCSA, 2002 or the State Cooperative Act).
- (ii) Applicant should have manufacturing/processing capacity of minimum 200 MT wheat per day in Haryana, which should be duly certified by appropriate government authority.

- (iii) Applicant should have valid manufacturing/processing license issued by the government approved regulatory authority.
- (iv) The applicant must have the following registration and certifications:-
  - a) GST registration certificate
  - b) Valid FSSAI license
  - c) A copy of the PAN/TAN No. Certificate
- (v) The applicant must have a minimum cumulative turn-over of Rs.100 crore (Rupees One Hundred Crore only) in the preceding two financial years.
- (vi) The applicant is required to submit an undertaking on companies'/firms' letter head declaring that the applicant has not been blacklisted by any Govt. or autonomous organization with regard to its business in last 5years.
- (vii) Applicant must have positive net worth in preceding two years for which a certificate from a Chartered Accountant should be furnished.

#### **5. DOCUMENTS REQUIRED FOR EMPANELMENT**

- (i) Application form duly filled, stamped and signed by authorized signatory of the company/firm.
- (ii) Proof for remittance in case of RTGS/NEFT or Demand draft of Rs.11,800/-(Rupees Ten Thousand Six Hundred Twenty Only) towards non refundable fee.
- (iii) Proof for remittance in case of RTGS/NEFT or Demand draft of Rs.5.00 Lac (Rupees Five Lac Only) towards refundable EMD/Empanelment fee.
- (iv) Self-Attested copy of valid registration certificate confirming its registration with the Registrar of Companies.

OR

Self-Attested copy of valid registered/notarized partnership deed, if applicant is partnership firm.

OR

If applicant is a company registered under the relevant provisions of Companies Act of 1956 or 2013, self attested & stamped copy of certificate of incorporation along with copy of MOA/AOA are required to be submitted. If applicant is Partnership firm registered under the provisions of Indian Partnership Act of 1932 as amended from time to time, self attested & stamped copy of registered / notarized partnership is required to be submitted.

- (v) Self attested & stamped copy of GST registration certificate.
- (vi) Self-Attested & stamped copy of PAN card of the company/firm.
- (vii) Self attested & stamped copy of FSSAI license, if applicable.
- (viii) Self attested & stamped copy of valid address proof of the firm/company.
- (ix) Self attested & stamped copy of certification like ISO, MSME, HACCP etc. ,if any.
- (x) Self attested copy of Aadhar card of authorized signatory.
- (xi) Original Board Resolution (in case of company) or Authorization Letter (incase of partnership firm)in favour of the Authorized Signatory.

- (xii) Original Turn over certificate for the preceding two financial years issued by Chartered Accountant.
- (xiii) Copy of cancelled cheque of the company/firm.
- (xiv) Self attested&stamped copy of this EOI as a token of acceptance of terms & conditions of this EOI.
- (xv) Solvency Certificate issued by their banker.
- (xvi) List of Directors / Partners of the company/firm as per attached format at “C”.
- (xvii) Notary attested affidavit from the authorized signatory of the company / firm for not been blacklisted by any State/ Central Govt. body/ Public Sector Undertaking during the last 5years.
- (xviii) Self Declaration on letter head of the company / firm for not being under liquidation, court receivership and/or similar proceeding.
- (xix) Self attested & stamped copy of preceding two years audited Balance Sheet and Profit & Loss Account of the company/ firm including Auditor’s Report.

## **6. TERM OF EMPANELMENT**

The empanelment of exporter shall be for a period of one year from the date of empanelment which may be extended further for six months at the sole discretion of HAICL based on the satisfactory performance of the wheat processor. However, the empanelment of wheat processor can be terminated prior to stipulated period or thereafter without assigning any reason with one month notice.

## **7. GENERAL TERMS**

- (i) The empanelled applicant shall keep HAICL indemnified at all times in all respect against any claims/liabilities/proceedings etc. from any third party or otherwise arising out/or in connection with this EOI.
- (ii) The Applicant hereto agree that the courts and tribunals at Panchkula shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI. All disputes arising out of this EOI shall be decided in accordance with the laws of Republic of India.
- (iii) In case of violation of terms and conditions of the EOI, violation of statutory regulations, HAICL reserves the right to terminate the empanelment as per this EOI.
- (iv) HAICL reserves the right to summarily reject or accept any or all applications received under this EOI without giving any reasons thereof. Incomplete applications are liable to be rejected.
- (v) HAICL reserves the right to terminate the empanelment within validity of agreement/contract without assigning any reason thereof.
- (vi) All documents submitted with HAICL must be serial numbered, stamped and signed by the Authorized Signatory only and are required to be filled in Annexure-B.
- (vii) HAICL will not be responsible for any cost/expenses incurred by applicant in respect of preparation/submission of EOI.

## **8. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION**

- (i) This EOI and award of work under this EOI shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Panchkula and High Court of Punjab and Haryana at Chandigarh shall have the jurisdiction in all the matters arising out of /touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this EOI including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at Panchkula (Haryana), India and language of arbitration shall be English.
- (iii) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between HAICL and selected Applicants after bidding and terms& conditions of this Service Level Agreement shall prevail over the terms &condition of this EOI.

## **9. FORCEMAJEURE**

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or where preventing either contracting party from fully or partially carrying out the obligations under the EOI, party so prevented shall inform in writing to the other party of the causes of such failure within 3(three) days from the beginning thereof and shall not be liable for performance of the EOI wholly or to the extent of non-performance, as the case maybe.



## Application Form

Name of the Company/Firm	
Firm type (Sole Prop/Partnership/Company)	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of firm/ Company	
GST Registration No.	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	
Details of DD/RTGS/NEFT No., Date & Amount	
Drawn on (Bank's Name)	

## Financials

(Rs. In Lakhs)

Particulars	FY-----	FY----
Total Turnover		
Profit After Tax (PAT)		
Net worth		

**Details of Documents submitted with EOI**

<b>S. No.</b>	<b>Particulars</b>	<b>Enclosures Page no. From __ To __</b>
01.	Application form duly filled, stamped and signed by authorized signatory of the company/ firm.	
02.	Processing fee details	
03.	EMD/Empanelment Fee details	
04.	Self attested & stamped copy of last two years audited Balance Sheet and Profit & Loss Account of the company / firm including Auditor's Report	
05.	Self attested & stamped copy of GST registration certificate.	
06.	Self attested& stamped copy of FSSAI license, if applicable	
07.	Self attested& stamped copy of PAN of the company/firm.	
08.	Self attested& stamped copy of MOA/AOA/Partnership deed	
09.	Self attested& stamped copy of valid address proof of the firm/company	
10.	Self attested & stamped copy of certification like ISO, MSME, HACCP etc., if any.	
11.	Self attested copy of Aadhar card of authorized signatory.	
12.	Original Board Resolution (in case of company) or Authorization Letter (incase of partnership firm) in favour of the Authorized Signatory.	
13.	Original Turn over and networth certificate for the last two financial years issued by Chartered Accountant.	
14.	Self attested & stamped copy of this EOI as a token of acceptance of terms & conditions of this EOI.	
15.	Solvency Certificate issued by their banker.	
16.	List of Directors/Partners of the company/firm as per attached format at "C".	
17.	Notary attested affidavit from the authorized signatory of the company /firm for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking during the last five years.	
18.	Self declaration on letter head of the company/firm for not being under liquidation, court receivership and/or similar proceeding.	
19.	Copy of cancelled cheque of the company/firm.	

**(On the letter head of the company/firm)**

Details of Director(s) /Partner(s)

S. No.	Name of the Director/Partner	Residential Address	Mobile No. & Email ID	Aadhar No.