



Request for Proposal

Short Term Tender Notice

Selection of third party- Warehouse and Logistics Service Provider (WLSP) for Warehousing, Logistics and related activities for the Har-Hith project of Haryana Agro Industries Corporation Limited

HAICL/2023-01-23-2

Haryana Agro Industries Corporation Limited HAICL, Panchkula, Haryana

CIN No. U51219HR1967SGC041080

Registered office:

Bays No.15-20, Sector-4

Panchkula- 13

4112, Haryana.

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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

E-Tender is invited for **Selection of 3PL – warehouse service provider and Logistics Service Provider (WSP/LSP/WSLP) for warehousing and related activities for the Har-Hith project of Haryana Agro Industries Corporation Limited.**

Corporation Limited in single stage two cover system i.e .request for Technical Bid (online bid under Technical Envelope) and request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope).

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 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 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. 25,000/- towards EMD on or before the Bid Due Date in due course of time from 06.02.2023. 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 06.02.2023; 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 interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non-refundable) of Rs.1,000/- (Rupee One Thousand Only) online either by using the service of secure electronic payments gateway which is an online interface

between bidders and online payment authorization networks or by submitting a Demand Draft payable at par at all branches at Haryana.

- E. The Payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
- F. 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	HAICL/2023-01-23-2
2	(i) Downloading of Tender Document / Online Bid Preparation. (ii) Online directly transfer of funds of Rs.2000/- through online directly through Debit Cards & Internet Banking Accounts (Tender document fee Rs.1000/-, Processing Fee Rs.1,000/-) are required. (iii) EMD of Rs.2.00 Lac.(through online directly through Debit Cards & Internet Banking Accounts)	23.01.2023 to 07.02.2023 upto 11:00 AM
3	Last date of submission of queries via email at haicpkl@gmail.com by 5:00 PM or by submitting in pre-bid meeting at 11:00 AM on 30.01.2023 in main Conference Room, HAICL, Sector-4, PKL.	30.01.2023
4	Submission of online Technical & Financial Bid	23.01.2023 to 07.02.2023 upto 11:00 AM
5	Opening of Technical Bid	07.02.2023 at 12:30 PM
6	Manual submission of only additional document, if required.	07.02.2023 at 05:00 PM
7	Date of opening of Financial bids	13.02.2023 at 11:00 AM
8	HAICL contact details	Haryana Agro Industries Corporation Limited, Bays No. 15-20, Sector 4, Panchkula, Haryana 134109 Email- haicpkl@gmail.com Tel- 0172- 2561305
Note: - In case a Central/State Holiday are declared on any day, the event will be held on the next working day at the same time and same venue.		

4. Terms and Conditions

This is a two-bid tender to be submitted through e-tender, which can be downloaded from the website www.haicl.nic.in and online from <https://haryanaeprocurement.gov.in>. The technical as well as financial bid is to be submitted online on the web portal <https://haryanaeprocurement.gov.in>. However, the firms have the option to submit the supporting documents as required to be supported along with the technical bid either through the online mode along with the technical bids or in the off line mode in physical form to the HAICL Corporate Office, Sector-4, Panchkula by the due date/time

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

5. 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 e-Procurement 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: -

<p style="text-align: center;">For queries on Tenders Haryana Portal, Kindly Contact</p> <p>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.</p> <p>Tel: -0120-4200462, 0120-4001002, Mobile: - 8826246593</p> <p>E-mail: - support.etender@nic.in</p> <p>For any technical related queries please call at 24 x 7</p> <p>Help Desk Number 0120- 4001002, 0120-4200462, 0120-4001005, 0120-6277787</p>
<p>For Support related to Haryana Tenders in addition to helpdesk you may also contact on e-mail ID eproc.nichry@yahoo.com Tel: - 01722700275</p>

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.
- 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 one day in advance to the last day and make the payment online.**
- c. SBI Bank shall receive this amount and credit the payment gateway 3PL - Warehouse Service Provider (WSP) 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.

6. Dos and Don'ts for Bidders

S. No.	Scenario		Do's/ Don'ts
1.	In the event of making Payment through online	Do's <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 	
		<input type="checkbox"/>	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.
		<input type="checkbox"/>	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.
		<input type="checkbox"/>	In the event of any discrepancy, payment would not be considered, and bidder would not be allowed to bid/ participate.
		<input type="checkbox"/>	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.
		<input type="checkbox"/>	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.
		<input type="checkbox"/>	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

7. Introduction

HAICL has established itself as a leading retail brand in Haryana. It is one of kind Retail project by the government. HAICL started its operations with the launch of 74 stores in go across the entire state on 17th October, 2021. The same was inaugurated by the Hon'ble Chief Minister, Haryana.

HAICL has grown from 74 stores to leading retail chain with over 600 stores across the state within a span of approximately 10 months, which in itself is huge accomplishment. Broad objective of the Organization is to provide an alternate channel to promote entrepreneurship, provide best quality products at discounted prices, help in promoting Start-ups/ MSME/ NGO/ SHG/ FPO/ Small Manufacturers of Food & Non-food Unit within the state of Haryana and generate employment across the State

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

The Hon'ble Chief Minister had inaugurated the "Har-Hith" Retail Expansion Project on 02.08.2021 at Panchkula.

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.

The broad objectives of the same are listed below:

- To provide an alternate channel of sales to MSMEs, FPOs, SHGs and Govt. Agencies and bring different stakeholders on a common platform by leveraging the strengths of each other
- To promote entrepreneurship
- Provide best quality products at discounted prices
- Enhance the reach of Haryana based MSME's,
- Promote retail policy of Haryana and generate employment across the State
- Going forward, the organization would help generate market for innovative products across packaged consumer goods
- Enhancing manufacturing efficiency in the State

8. Objective of the project and Scope of the Work

HAICL intends to engage a 3PL – Warehouse Logistics Service Provider (WLSP) to set up and operate Warehouse Operations in the state of Haryana with the following objectives:

- Manufacturer/supplier would supply the goods at HAICL-Owned/Rented Rohtak Central Warehouse (R-CW) (additional warehouse/distribution centres (DCs) within the State may further be added in future). HAICL will provide rent free Rohtak central warehouse of 1.5 lacs sq feet and in addition 10000-30000 sq ft warehouses will be provided in 3-10 districts, if required as per availability.
- WLSP would properly receive and store the goods as per SOP (in case of addition of DCs, WLSP shall be responsible for transfer of goods to these DC(s) as per inventory holding required to

be maintained as per HAICL guidelines and ensuring best fill rates are maintained for orders raised by franchisee outlets which are linked to the respective R-CW or/and DC(s).

- WLSP to share request to HAICL for providing Space for DC's and HAICL will try to ensure as per availability
- WLSP shall be responsible for storing material in warehouse in good, safe, orderly, efficient manner as per FSSAI & GWP guidelines.
- WLSP shall provide sufficient Manpower for complete Operation which includes Warehouse Manager and below team.
- WLSP to ensure timely execution (documentation in ERP, picking, packing, adherence to FEFO etc) of franchisee order and handover with acknowledgement from the LSP
- WLSP has to provide comprehensive Organization Structure chart of Manpower along with bid for the R-CW Warehouse, and DC(s) whenever are planned to be opened.
- Network Study for additional DC(s) location and required warehouse area, design, etc will be proposed by WSP ensuring best warehouse space optimisation

Existing Operating Model

- Currently HAICL operates through 3 Warehouses serving over 600 Franchisee stores across Haryana through its current WSP cum LSP (Warehouse and Transportation Service Provider)
- Further HAICL is looking for a new WLSP to run warehouse operations at the designated warehouse(s) of approximately up to 1, 50,000 SQFT.
- The Services currently being through 3 warehouses, situated at Hisar, Karnal and Pataudi will be transitioned through current LSP partner to Rohtak Warehouse, Existing WLSP to train/guide new WLSP to take over operations from existing three CWs to a single location at Rohtak.
- Going further HAICL has decided to converging its warehousing operations to a single central warehouse at Rohtak (R-CW) for serving franchisee stores across the state. HAICL may way forward decide basis business requirement.
- As the volume and franchisees spread increases, HAICL may ask the WLSP to suggest a best fit location as per network study to open smaller or equivalent DC(s) to improve HAICLs reach & serviceability to franchisee outlets enabling promote franchisee upward sales & more new additional franchisee enrolment/onboarding on Har-Hith Initiative.
- HAICL has 2000 FMCG products. Rohtak warehouse will have complete product assortment. Additional DC location in other district will advisably direct receive 200-250 products from supplier, majorly 50 products for institutional sales directly to Government departments/organisations. These 50 products may be supplied to government organisations via franchisees also such as in case of mid-day meal only. Remaining 150-200 products will be of major suppliers like beverages, HUL, Sugar etc.
- Thus, WLSP will decide and operate in such a manners as

Case 1- All supplies to all franchisees and government departments/organisations from Rohtak warehouse.

Case 2 - Additional DCs to be opened in 3-10 districts, then franchisees near to these districts will get supplies from respective DCs. Thus, these additional DCs will get direct supplies of 200-250 products from suppliers and all other products (1750-1800) will be invoiced from Rohtak warehouse to franchisees but vehicles will transport to additional DCs and DCs will

add available 200-250 products and then supply to nearby franchisees/government organisation. WLSP/LSP to share the request for allocation of warehouse space to WLSP as per the availability with HAICL or other state government establishments. Initially WLSP/LSP/WSP may use open space at places available with HAICL/Sate Government establishments for use for cross docking.

The transition process for consolidating from 3 warehouses to single Rohtak Warehouse (R-CW) is explained below:

- The current LSP partner will move the entire stock from existing 3 CWs in phase manner.
- The stock transfer from existing CWs to be done over HAICL ERP, generated STN (Stock Transfer Note) .Basis ERP STN stock outward to be done from existing CWs and receipt (GRN) against the respective STN to be done in Rohtak warehouse ERP under new WSP.
- Further to detail: HAICL Property/assets: defined as all Stock (Inventory), Assets, equipment's, IT equipment along with any fixtures (AC, Computer systems etc), Software and any portal, Inclusive of all Pallet Pullers, Bins Racks, Filing cabinets, desks, pallets, plastic crates etc. which are deployed/purchased by HAICL or existing LSP & owned by HAICL, will also be transferred / handed over to the new WSP/R-CW as instructed in writing by HAICL.
- Tri-party Receipt Confirmation (New WSP, Existing LSP & HAICL Authorised representative) checking & verification to be done while stocks receipt in Rohtak and receipt acknowledgement / confirmation to be done on STN by all three representatives. The stocks then shall be handed over & the ownership/accountability of inventory in R-CW will be under new WLSP.
- HAICL shall not honour any discrepancy in inventory/asset transferred at R-CW under new WSP, once stock receipt confirmation and acknowledgement is done by all 3 parties.
- The existing LSP will also ensure that all HAICL property are transferred to HAICL new warehouse and installed and operated by LSP till the new Warehousing Partner takes over
- The Current LSP will ensure the AC Rooms fixtures – aluminium pannels, AC, Light, (used for chocolate storage) are transitioned, well in advance of moving stock to new location.
- Current LSP to ensure that transition & convergence to happen in a phase wise manner, and phase wise signed off between current LSP & new WSP, so that the operations are not hampered.
- Post Transition and convergence current LSP along with new LSP will start operations form the new warehouse at Rohtak.
- The Rent of Rohtak Warehouse and additional DCs will be paid by HAICL at the cost of current LSP to the property owner as per the government approved/agreed rates.
- Stock & asset liability scope till the handover and take-over (HOTO) to new WLSP, will be with current LSP partner & will be signoff with new partner by current LSP and intimate to HAICL in writing which will be considered & termed as 'successful completion of transition from current LSP to new WLSP'.
- The current LSP will train and provide support to new WSP till completion of HOTO. However, current LSP will monitor new WLSP till 10.03.2023.
- New WLSP will be paid by HAICL as per agreement and New WLSP will pay to current LSP if any manpower, vehicle assistance is taken till 10.03.2023. Post 10.03.2023 current LSP will exist the project.
- The new WSP may absorb existing manpower deployed by current LSP, for smooth transition & functioning and current LSP to support the same, which will be at the discretion & decision of the new WSP as per their process and policies of employment & mutual understanding.
- On completion of transition, in phased wise manner, the liability of stock will move to new WSP/ LSP/WLSP.

- Any discrepancy of stock till take over will be liability of current LSP. The same will be recovered from the current partner as per defined & agreed SLA in the agreement between current LSP & HAICL.

Scope of WORK/OPERATIONS of WSP (Harhith Franchisee Business)

SET UP OF WAREHOUSES AND/OR DISTRIBUTION CENTRE

Complete set up of Warehouse and/or Distribution Centre will be WSP responsibility. When in warehouse space may be provided by HAICL, shortlisted R-CW will be of approx. 1,50,000 sqft at Rohtak for warehouse provided by HAICL at govt approved rates / current rates whichever is higher.

As HAICL has provided crates and stationery to current LSP, only crates and stationery will be provided by HAICL to new WLSP. AC chocolate room will be provided by HAICL.

Civil work of warehouse like repair and maintenance, will be done by HAICL. However, it will not include electric repair and maintenance of bulbs, fans etc.

However, if required, due to space constraint, HAICL may provide HD racking in Rohtak warehouse.

Rest all material (such as pallets, machine for shifting material etc) will be provided by new WLSP.

WAREHOUSES FUNCTIONING

The process of movement of goods is as follows:

- Warehouse will receive goods from various supplier as per HAICL requirements.
- Warehouse will arrange to unload the goods as per agreed SOP (Standard Operating Procedure).
- Warehouse will store the Inventory as per prescribed stacking norms and SOP
- Warehouse will receive indent from HAICL contracted Retail (franchisee), Institutional outlet.
- Warehouse will pick/pack and dispatch goods as defined in the SLA to Retail (franchisee), Institutional outlet.
- Warehouse will ensure safe custody and shall be accountable for HAICL deployed assets like Crates, chocolate room infra etc.

WAREHOUSE MANAGEMENT

- Safe and secure operations of the warehouse shall be the sole responsibility of the WSP.
- 24 x 7 – 3 Shift Operations:
 - **First Shift** : Early Morning Dispatch of vehicles loaded in third shift, Pending Picking-packing-checking of previous day orders, Warehouse arrangement, ERP Transaction Documentation.
 - **General/Second Shift** :Receiving, Damage RTV, Order Picking, Packing, Checking, ERP Transaction Documentation
 - **Third Shift** : Order Picking-Packing-Checking, Dispatch Vehicle loading, Cycle count, warehouse arrangement, ERP Transaction Documentation.
- The R-CW/DC(s) shall have dedicated space for storing the goods.
- The warehouse/DC will have the following facilities:
 - Dedicated unloading area

- Dedicated loading area
- Walled and gated warehouse
- Stacking and retrieving mechanism for goods
- Required Manning
- FEFO (First Expiry First Out) has to be maintained.
- Crate Reconciliation and report.
- Warehouse Operations periodic reports to HAICL.

Warehousing Function-brief Scope of Work

a. Receiving

- 1.1 Physical receipt of material
- 1.2 Physical verification against invoice & Bill of entry, and ERP entry (GRN), matching the GRN & invoice quantity / value accuracy, upload invoice scan copy in ERP
- 1.3 Moving material to designated storage location (Put-away)
- 1.4 Inform about short / excess / damage shipment to HAICL (Status of consignment /POD)
- 1.5 GRN (Goods Receipt Note) in HAICL ERP system and upload of vendor invoice scan copies and submission of hard copies of GRN, vendor invoices & other receiving documents to HAICL Finance department.

b. Storage

- 2.1 Maintaining storage locations as per the layout.
- 2.2 Ensure FEFO and other globally accepted best practices of warehouse management for products (GWP standards)
- 2.3 if space is constraint new WSP will propose for at vertical HD racking and HAICL will provide at its own cost.

c. Picking

- 3.1 Generation of pick in the system
- 3.2 Take print outs of pick list
- 3.3 Picking of material physically. No variation should be in physical picking against material mentioned in picklist
- 3.4 Moving material to picked/staging area
- 3.5 Packing of lose items (other than case packs) in plastic crates (provided by HAICL) and maintain packing list, for faster verification and unloading at franchisee/institutional outlets.

D. Invoicing

- 4.1 Printing of invoices on HAICL stationery as required.
- 4.2 To check that unit rate of SKU is printed in the Invoice and calculation is correct, in case of any discrepancies, to immediately inform HAICL.

E. Packing and Handover material to logistics division

- 5.1 Packing of material as per HAICL standards in master packing (plastic crates), no loose item will be dispatched to store.
- 5.2 Packaging Material will be provided by HAICL as per standard
- 5.3 VAS: Value added service like bundling, stickering, may also may be carry out as per business requirement.
- 5.4 Handover material to transporter with proper documentation, Crate reconciliation & sign off.
- 5.5 Filling of required documents under joint responsibility with HAICL's appointed Transporter or 3 PL who is working as transporter also.

F. Sales Return Management

- 6.1 Receiving sales/Expiry/quality returns from the stores.
- 6.2 Analysis will be out of scope of WSP.
- 6.3 Preparation of credit note in the system as per the input given by HAICL logistics/quality personnel.
- 6.4 Movement of stock to Good / Bad inventory in system in consensus with HAICL Supply Chain Manager or designated person appointed by HAICL.
- 6.5 All Expiry need to be return/send back duly packed, duly marked to supplier as per documents raised by HAICL.
- 6.6 Maintain periodic detailed report for non-saleable stocks and report to HAICL fortnightly.

G. Transport Management

- 7.1 Handover of goods with other invoice, required documents to Transporter
- 7.2 Maintain an MS Excel or in provided software/WMS report containing information of Invoice number wise dockets/LR
- 7.3 To maintain set of pick-list, invoice copy, & consignor copy of docket, the same to be handed over to HAICL on monthly basis & Signed POD to be uploaded in EPR
- 7.4 Invoice Wise, Crate reconciliation and sign off for filled crates given for delivery vs empty crates returned to WSP by LSP daily.

H. Stock Take and Cycle count

- 8.1 Quarterly wall to wall stock count (Physical stock take) with HAICL Finance and Supply Chain Manager or designated person appointed by HAICL.
- 8.2 Proper documentation and analysis of stock take
- 8.3 Daily Cycle count as per the input given by HAICL Logistics Manager or authorized person.

I. Scope of WORK/OPERATIONS of WSP (Harhith Business)

The enterprise Material HAICL deals in

1. Comes in Pack sizes of ranging from 1KG to 50 KG's
2. The number of items dealt are extremely low Approximately 100-150.
3. These are usually received in Vendor pack and dispatched also in the same pack sizes.
4. The volume of business is extremely good as in **annexure 5**

Tentative volumes

Business Type	July	August	September
Enterprise Business	₹ 6,11,31,484.03	₹ 2,00,26,840.09	₹ 3,32,08,156.35
Outlet Business	₹ 6,43,15,342.81	₹ 8,85,25,977.32	₹ 10,63,61,228.24
Grand Total	₹ 12,54,46,826.84	₹ 10,85,52,817.41	₹ 13,95,69,384.59

Projected enterprise business per month is 20 Crores plus in coming months.

9. Objective and Obligations of Logistics Services of WLSP

- WLSP shall ensure that the vehicles provided to HAICL shall be registered for commercial purposes and suitable for transfer of FMCG products Only Closed body vehicles to be deployed.
- Operations to be run 24X7 for smooth functioning and timely delivery so transport managers count may be determined by WLSP to ensure on site availability for coordination and working as per warehousing division of WLSP and HAICL 24X7 or as per working hours of Warehouse and ensure vehicle availability as desired by warehousing division of WLSP.
- Transport managers will ensure vehicle run on optimal load, and generate/maintain required documents required, like Lorry Receipt (LR), Eway-bill, Drop point acknowledged PODs (Proof Of Delivery), Uploading scan PODs in HAICL ERP etc..
- WLSP shall carry out its duties and obligations under this Agreement in a timely and diligent manner with the highest professional standards and ethical business practices and shall execute and discharge the Services to the satisfaction of Company in accordance with the direction and specific instructions as may be issued by Company from time to time.
- Any liability arising due to non-compliance of government guidelines and obligations for HAICL, will be the liability of the WLSP
- WLSP shall be responsible to abide by the obligations with respect to the Services provided in the Annexure (4) of this Agreement.
- Currently franchisee volume is 30+ tons per day. Apart from any enterprises and seasonal business. WLSP need to ensure and plan for the same as per requirement shared from time to time and as per requirement.

- WLSP shall obtain and maintain all licenses, registrations, approvals, permissions, sanctions, etc. under applicable laws necessary to perform the Services. WLSP will promptly notify Company in writing in the event any permit or license is revoked or has expired and will make necessary arrangements for meeting business requirements.
- WLSP shall comply with all applicable laws and regulations in rendering the Services hereunder. HAICL shall, in the event of any violation of this clause, have the option at its sole discretion to terminate this Agreement with immediate effect without notice or payment in lieu thereof.
- WLSP may have to place additional vehicles for transportation at short notice for fulfilling business requirements in coordination with HAICL & Warehouse division of WLSP.
- WLSP agrees that any Services which are not performed to the satisfaction of HAICL or fail to meet the requirements of HAICL, shall be re-performed or rectified by the WLSP at its own cost and expense to the satisfaction of HAICL.
- In the event that any goods under transportation is lost, damaged whilst in transit, due to reasons attributable to the WLSP (accident, pilferage, theft, transit damage, etc), the WLSP shall be liable to indemnify HAICL, for the entire value of such goods under transportation, as mentioned on the invoice attached. HAICL shall have a right to debit the value of the processing fee or any other fee charged by the insurance company to HAICL in such a case without the need of having any prior written consent of the WLSP.
- In cases where the goods under transportation is lost due to reasons attributable to the WLSP, HAICL shall be entitled to claim the full amount equivalent to such loss or remaining value (as the case may be) from the LSP.

10. [Logistics services](#)

The WLSP shall arrange for vehicles along with the Personnel, upon receipt of a service request from HAICL or warehousing division of WLSP, and shall be solely responsible for the following:

- The vehicle will be used for delivery of goods to our franchisee partners across the state of Haryana from Designated warehouse (currently operating from three warehouse but being shifted to Rohtak for central operations) and delivery across the state.
- The same vehicle will bring back any sale return during the same trip.
- **Crate Management** : material shipped from warehouse are packed in plastic crates with lids, which are owned by HAICL. WLSP has to ensure and shall be accountable for keeping records of crates loaded for respective delivery and return of equivalent empty crates back to warehouse and seek written acknowledgement from the warehousing division of WLSP. In case any mismatch (shortage) of crates, has to be immediately reported to HAICL & Warehouse and cost of the same to be debited to the WLSP.
- Taking clear POD of the material receipt, from the franchisee and submitting it back to the warehouse as well as upload the acknowledged POD in HAICL ERP.
- Trips will be assigned as per the business requirement, WLSP has to ensure route and cube optimisation of vehicle ensuring on-time delivery and optimise cost of transportation.
- 1 trip will not have more than 5 touch points but not limited to it or as per route planning by WLSP.

- Also logistics division of WLSP would be responsible for creating/updating the E-Waybills at all tough points wherever applicable.
- In case the WLSP wants to use cross docking method, wherein a big size vehicle loads multiple stores stocks from Rohtak CW & cross dock the same at additional DCs to multiple smaller vehicles. Additional DCs be provided by HAICL on Free of cost basis to support the project, which can be decided basis location.
- If any other Cross dock area is required other than 3-10 additional DCs, HAICL will only provide a covered shed up to 1000 sq/ft area for any loading, unloading and transfer to smaller vehicles. Manpower or security including liability of material will be with WLSP.
- **No cash handling is involved**
- Count of delivery vehicles currently deployed at 3 WHs is: (For Reference Only)
 - Karnal-9
 - Hisar-9
 - Pataudi-10
 - The vehicle requirement will increase, with increase in franchisee order/HAICLs business vehicle count may be determined by in coordination with WSP &/or HAICL team and will depend on type and load bearing capacity of vehicles deployed, but WLSP will ensure vehicle availability as per the request of warehousing division of WLSP and/or HAICL.
- **Delivery Assistance : Scope as below: WLSP will decide to provide separate delivery boy/assistant or utilise driver for ensuring the below mentioned duties of delivery assistance.**
 - On time delivery to drop points as per prescribed schedule, report any enroute delays to Transport Manager &/or Warehouse Manager.
 - Assisting in checking & loading of vehicle as per trip sheet, Store invoice - detailed material list.
 - Checking loading pattern so that there is no in-transit damage.
 - Inform about short / excess / damage shipment to Warehouse Manager (WLSP) & mention the discrepancies on the respective PODs.
 - Unloading at franchisee doorstep and verifying material against invoice.
 - Taking material receipt acknowledgement POD from respective franchisee.
 - Pickup material against SRN raised by franchisee, basis applicable document.
 - Submit POD and picked up material against SRN back in Warehouse.
 - Assisting franchisee's query at the time of delivery.
 - Crate management – keeping records (Crate Cards) for crates loaded from warehouse vs empty crates returned for each store order, and periodic reporting with crate reco to Warehouse and HAICL.
- Obtaining and maintaining requisite permits and licenses applicable in each state in accordance with the laws as applicable in the respective states;
- Arranging and ensure time reporting the vehicles at warehouse as per the timelines prescribed. Suggested, to place & load vehicles in night shift and dispatch them next day early morning ensuring timely delivery to drop points.
- Ensure that all its Personnel carry their original driving license, maintain the original registration certificate of the vehicle, maintain a valid insurance certificate of the vehicle, maintain a copy of the pollution under control certificate of the vehicle, maintain a copy of fitness certificate of the vehicle, any other document that is required as per RTO compliances.
- Ensure that all vehicles provided to HAICL under this Agreement are insured

- with a reputable insurance company, against all risks that would normally be insured against, in such a business; and this will cover any loss occurred to the Personnel, Vehicle and goods.
- In case breach of performance, WLSP is liable to bear the deduction ranging from half a day to full day's charge based on not showing at scheduled time, leaving early or resisting to work.
- Shall ensure that the Personnel have: delivered the goods under transportation on
 - time and as per the instructions received by the Personnel from HAICL, and upon delivery of such goods and transportation, Personnel has signed a proof of delivery such proof of delivery shall be provided to HAICL within 24 working hours, failing which it shall be considered as if such goods under the transportation was misplaced and shall be further declared as lost.
 - **Quality & Service Level requirements:**
 - **Regulatory/Statutory Requirements:** WLSP shall provide copies of its registration, fitness certificate, PUC, commercial permit, insurance and must comply with all the laws of the land. LSP shall adhere to all government regulations pertaining to the vehicles hired for HAICL for transportation of goods by road.
 - **Driver Details:** Before the start of every journey, LSP shall ensure to
 - provide all the details and documentary proof of the Personnel including without limitation Aadhar card, PAN card, or any other documents as may be required by HAICL from time to time during the Term of the Agreement. These set of documents must be submitted at the time of vehicle reporting at the location designated by HAICL. It shall be the responsibility of the LSP that all its Personnel have (i) appropriate life insurance policies, and (ii) completed the policy verification.
 - **On time delivery performance:** Time will be an essence of this Agreement. WLSP must follow the scheduled reporting time communicated by HAICL representatives. If the vehicle fails to report on time a grace period of 30 min will be granted post, the delivery would be considered as delayed against the schedule. If the WLSP fails to deploy vehicle for more than 2 hours, HAICL representative will arrange for alternative/adhoc vehicle and the cost of the same should be paid by the defaulting vehicle provider on the same day. Further, the Parties agree that:
 - HAICL shall continuously monitor – daily/weekly/ monthly basis - WLSP's performance and expects WLSP to meet the reporting or such other schedules as may be agreed.
 - Any delay by the WLSP in meeting the expected timelines, shall be accounted in performance metrics of the WLSP, in that particular lane[s], and failure to provide improvement plan and performance over an agreed time-frame, may lead to cessation of allocation of impacted lane[s]

Monitoring & Reporting: The WLSP shall be responsible for the following:

- Submission of weekly exception status report to HAICL on every Monday [Mon- Sun working week].
- Co-operating fully to permit HAICL to evaluate the quality of service through Key Performance Indices (KPI).
- **Contact Window/Person:** LSP shall provide a dedicated person for purpose of services and single point of contact & escalation matrix, with whom HAICL designated staff can interact on day-to-day basis.

- **Vehicle in Sound Condition:** All vehicles provided to HAICL must be kept in well-maintained condition, externally & also internally. LSP shall be responsible for regular maintenance of the vehicles.
- The vehicle must have closed body/Steel sealed container type. Company reserves the right to refuse vehicle type if other than agreed upon or deduct 50% of the agreed hire charges commensurate.
- Diesel/fuel expenses shall be the responsibility of the WLSP.
- The vehicle shall have an external or an electric lock system.
- The vehicle should not have any branding unless until agreed and accepted in written by authorised signatory from HAICL.
- WLSP will bear the expenses of repairs, maintenance, and all expenses for Insurance, PUC, license, GPS and any other paperwork of the vehicle.
- The odometer reading shall be in the working condition. HAICL reserves the right to deduct full/ partial payment of the hire charges, if there is any malfunctioning/tampering of the odometer noticed, due to which actual running could not be identified.
- WLSP quote should be including parking charges and toll charges, (all cost inclusive price) that are incurred while the vehicles are on duty as per this agreement and no separate remuneration to made HAICL to WLSP on account of the said costs.
- In case of any breakdown of the vehicle, the LSP will provide an alternative vehicle within 60 minutes of such breakdown and shall keep the HAICL informed about such developments/incidents. If the WLSP fails to provide an alternative vehicle then HAICL will hire a vehicle from the market on the (prevailing market rate) and deduct the amount from the bill of the LSP. Any consequential losses due to this delay shall be separately be recovered from the LSP beyond the penalty clause.
- For any national or zonal (inter-city) movement, HAICL shall provide the scorecard for movement of the vehicle in the manner as mentioned in . If there is any delay in the TAT as mentioned in the scorecard, HAICL shall be liable to charge the penalty. TAT applicable for intra- city movement between the location specified by the HAICL would be 2 hours at any given time of the day. The minimum performance to be maintained by the LSP is 95% failing which the same would be captured in their performance review and applicable penalties would be imposed.
- Any modification/ change/ addition of vehicles / Pricing / routes where such vehicles shall be used by the HAICL must be signed by both the Parties and attached to this Agreement.
- All liability of stock will be of WLSP
 - **Score Card**
 - Turn Around Time (TAT) for the Services / Penalty in breach of scorecard:
 - The Penalty can be applied for and upto:
- Personnel returns to the warehouse and does not attempt all delivery points allocated to him: Penalty Amount is 1,000/- per store will be reattempted at WLSPs cost.
- Personnel denial any route which was allocated to him Penalty Amount is 1,000/-
- In case of no show by the Personnel where the LSP does not provide a replacement free of cost or the HAICL has to bear the cost of such replacement, and/or in case of late arrival of the Personnel – Penalty of Rs. 1000/- or the cost of replacement, whichever is higher.

○ **Others:**

- If the Personnel absconds with the trip and the goods under transportation, the LSP shall be required to pay the value of the such goods under transportation.
- HAICL shall charge a penalty of 10% of the Service Fee if there are 2 (two) or more breakdown of any vehicle in a given month.
- In cases of any shortfall in the goods under transportation, the LSP will compensate the value of such goods along with any incremental damages caused to the HAICL due to such shortfall that has not be delivered as per the HAICL's instructions.
- If there is a delay of more than 30 min in reporting of vehicle, 5000/- penalty will be imposed per vehicle or HAICL will hire vehicle and amount will be deducted as per actual freight charges.
- Vehicle to be containerized and regular maintenance / Check-up done to ensure no leakages whatsoever.
- All invoices/LRs need to be sealed and signed by the LSP .
- Any discrepancies in invoices will lead to rejection of such invoices and HAICL will not be responsible for any delay in pay outs due to the same.
- Odometer should be in working condition or else the Km claim will not be processed.

○ **Warehouse locations:**

- Proposed new Central Warehouse at ROHTAK Location
 - Currently operating Warehouses (For reference):
 - N V Logistics Pvt Ltd, Khata No- 9/3/2/4, 7/8/1, vill- Jatauli, Haily Mandi, Tehsil- Pataudi, Dist- Gurgaon, Haryana-122502
 - Khewat No: - 468/438, Khata no- 1017, Khasra no- 186//17/2 (7-4).18(8-0),22/2(2-0),23(8-0),24/1(2-0),193/ /2/2(6-0), 186/ / 3/2/2(5-9),7/2(6-12). 8(8-0),13(8-0),14(8-0), Near Deer park, Vill- Dhansu, Distt- Hisar, Haryana-125001, Haryana-122502.
 - A A Logistic Park, Khasra No- 154/6,15,16,17,18/2,19/21,24,25, Near Tata Showroom Vill- Kutail, Tehsil- Garonda, Disstt- Karnal, Haryana-132114.
 - HAICL would shift base of operation from existing warehouse to Rohtak cattle filed plant of HAFED.
 - Proposed new Central Warehouse at ROHTAK Location
 - Currently operating Warehouses (For reference):
 - HAICL would shift base of operation from existing warehouse to Rohtak cattle filed plant of HAFED.
- HAICL may also provide space for operations to LSP at Karnal as per availability for running operations smoothly entire working and operations would be taken care by LSP only space may be provided to LSP subject to availability with HAICL.

11. Terms of Reference

1. PENALTY

It should be noted that suitable penalty, mentioned under Service Level Agreement clause of this RFP would be charged upon successful bidder in case of non-availability of service as per HAICL guidelines.

2. VENDOR'S EMPLOYEES

The Vendor shall comply with the provision of all labour legislation including the requirement of the Payment of Wages Act, 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Vendor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Vendor shall also see that all authorized sub-vendors under him similarly comply with the above requirement.

3. IT & IT ENABLED EQUIPMENT

All Software, Hardware and Network Services necessary for the project like TMS and other necessary software and equipment as per HAICL terms unless specified elsewhere in the tender document. The equipment including all software used by the Vendor for a particular work must be appropriate for the type of the work. The Vendor shall maintain the equipment/software used for the work properly so that they are in good working condition. In no case shall the Vendor use defective or imperfect equipment in the work. The Vendor shall arrange to replace or repair all defective equipment/software so that the progress of the work is not hampered including printers and stationery items required for such business.

4. EQUIPMENT

Vendor shall provide all necessary Equipment for Warehouse Management like Forklift, Pallets for stacking, Pallet Puller, cart, bins etc.

5. TIMELINE

Once the Tender is awarded the following time schedule has to follow for warehouse set up. T is date of award of contract.

Sr. No.	Condition to complete infrastructure set up	Timelines
	To be specified with schedule by bidder	

6. PAYMENT SCHEDULE

WLSP shall submit monthly bills in duplicate to the HAICL, on First week of every month.

- (a) WSP has to furnish all POD (Proof of Delivery) along with Bill and all the valid supporting need to be furnished.

- (b) All the amount of penalties in various clause will be recovered from the Payable amount with prior information to WLSF by HAICL
- (c) The WSP is required to submit the detailed statement giving Complete particulars of the consignments lifted from various loading Points, date of delivery on a monthly basis.

7. INTELLECTUAL PROPERTY RIGHT

- (a) Vendor has to acknowledges that the, all, materials, data, work papers, reports, documentation, drawings, programs, source code, object code, flow charts, schematics, screen layouts, prototypes, marketing and development plans and other material, including Vendor final report, or other work product generated for or at the request of HAICL, by or at the direction of Vendor, whether or not subject to copyright will belong solely to HAICL, and Vendor will retain no rights therein.
- (b) All documentation, work papers, or other materials evidencing Vendor work will be maintained in confidence for HAICL by Vendor in a form usable by HAICL

8. FORCE MAJEURE

- (a) Neither Party to Agreement shall have any legal liability for failure to perform if the failure is attributable to any cause which is beyond the Party's control and unknown to it at the date of this Agreement, (with written agreement of HAICL) including but not limited to:
- (b) War (declared or undeclared), riot, political insurrection, rebellion, revolution.
- (c) Riots, civil disturbance, tempest, acts of God
- (d) Fire, flood, explosion, earthquake, tornadoes or other natural events;
(but excluding strikes, labour disputes, lock-out, or malicious damage involving the employees of the Affected Party)
- (e) The Vendor shall not be relieved of its obligations under this Agreement unless, as soon as reasonably possible after the start of the Force Majeure Event, the Affected Party notifies the HAICL of the Force Majeure Event. Vendor shall use all reasonable endeavours to perform its obligations notwithstanding a Force Majeure Event.
- (f) If a Force Majeure Event continues for a period of more than thirty (30) days, HAICL has right to withhold/terminate Agreement by giving not less than seven (7) days written notice to the Vendor.
- (g) A condition of Force Majeure shall not relieve Vendor of any obligation except due approval and mutual understanding from HAICL.

9. CONFIDENTIALITY

The Vendor has to undertake at all times to keep confidential and not to use or to disclose to any third Party without the HAICL's prior written consent any confidential information (conveyed in writing) supplied by the HAICL or obtained as a result of Agreement (or any discussions prior to execution of Agreement) including information which relates to the HAICL's business, products, developments, and customers, whether designated as "confidential" or not ("Confidential Information"). Disclosure of such information to the Vendor's own employees, subcontractors and agents, shall only be on a strictly "need to know" basis.

10. GOVERNING LAWS

The Agreement shall be governed and interpreted by, and construed in accordance with the substantive laws of the Republic of India/Law govern by Haryana state.

11. INDEMNITY :

The Vendor shall indemnify the HAICL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- (a) Any negligence or wrongful act or omission by the Vendor or the Vendor's Team or any third party associated with Vendor in connection with or incidental to this Contract; or
- (b) Any breach of any of the terms of the Vendor's Bid as agreed, the Tender Document and this Contract by the Vendor, this Team or any third party.
- (c) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and related Services or any part thereof.

The Vendor shall also indemnify the HAICL against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

12. DURATION OF CONTRACT

- (a) Lock in Period for the vendor engaged for the services will be 12 Months from signing of SLA.
- (b) Awarded contract shall remain in force for a period of 4 years from the effective date of contract and extendable annually at discretion of M.D HAICL subject to performance of vendor.
- (c) The performance of WSP will be evaluated continuously. If the services of the WSP are found unsatisfactory, the HAICL reserves the right to terminate the contract without reference to the WSP. In such case vendor has to indemnify the related cost.

13. TERM AND TERMINATION

- (a) There shall be a lock-in period of twelve months from the Effective Date. Vendor has to agree that Agreement cannot be terminated by either party during the lock-in period. Either Party may terminate Agreement at any time during the Term on serving 120 days written notice to such other Party only after expiry of lock in period.
- (b) HAICL may forthwith terminate this Agreement (even in lock in period) , immediately upon the happening of one or more of the following events: -
 - i) Vendor become incapable of carrying out Agreement and the duties thereunder.
 - ii) Should there be any alteration in the composition or constitution of the Vendor or HAICL unless such alteration shall have been mutually agreed.
 - iii) Should Vendor fail to carry out any instructions, material term, covenant, obligations under this Agreement within a period of 30 days after being required in writing to do so.
 - iv) If Vendor commits an act of fraud on the other.
 - v) If Vendor indulges in any illegal activity or is found guilty of any non-compliance of applicable labour, tax, local or other laws or violation of any Ethical Standards.
 - vi) If Vendor breaches any of the provisions of this Agreement.

14. CONSEQUENCES OF TERMINATION

In the event of termination of this Contract, whether consequent to the stipulated Term of the Contract or otherwise the HAICL shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the HAICL and/or the successor agency, as may be required, to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of this Contract, for the remainder of the Contract term.

- (a) The successor agency will be preferred from the next bidders and work will be executed at L1 bid and if the next bidders are not willing to work at L1 quote, then the work will be executed at risk and cost scenario and the existing vendor will be liable to pay the difference of amount. Thus, once make shift arrangement to next bidder is finalised at risk and cost or same rates, any sum owing by Vendor to the HAICL under the Agreement shall be immediately payable. Also, the accounts shall be settled between the Vendor and HAICL be settled within one month of termination of this agreement.

- (b) All Goods in the custody of Vendor or in transit and consigned to Vendor, shall be handed over to the authorized representatives of HAICL, along with storage materials, printed forms, invoices, stationery, rubber stamps, seals, registration certificates and all other records, materials and moneys held by Vendor on account of HAICL. Any shortages or damages to HAICL's properties that may be noticed or recorded on the date of handing over possession shall be immediately compensated by Vendor. A wall-to-wall stock count has to conduct for any Inventory lapse.
- (c) Vendor shall cease using the Invoicing System and any Deliverables, and return or delete all copies of the Invoicing System and/ or Deliverables in its possession;
- (d) any provision of Agreement, or any other agreement between the HAICL and Vendor which is expressed to continue in force after termination shall continue in full force and effect;
- (e) Vendor will hand over to HAICL all the books, records, data, documents, reports and all other information related to the HAICL (including without limitation the information stored on the computer or any other electronic medium derived from or otherwise reflecting the Confidential Information) within a period of 30 (thirty) days from the termination of this Agreement.

15. DISPUTE RESOLUTION

The HAICL and WLSP shall use their best endeavours to resolve any dispute arising in connection with the interpretation or implementation of the Agreement in an amicable manner. If such dispute cannot be settled by mutual discussions within a period of 30 (thirty) days, HAICL may upon written notice to that effect to the other, refer such dispute to a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. In the event, the Parties are unable to reach an agreement on the appointment of the sole arbitrator within 30 days from the request of one party to the other in writing, Managing Director of HAICL or his authorized person will be sole authority to make to pass decision and this decision will be imposed on both. The venue for such arbitration shall be Panchkula.

16. INSURANCE

It is clarified that the Liability of insurance of the goods (Warehouse/DC) will be with HAICL. However, the liability of goods in transit will be of LSP. Value of damaged goods during transit will be claimed by HAICL from LSP

12. Eligibility Criteria

The bidders will be assessed as per the pre-qualification criteria defined in the TOR. 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 criterion for the organization is as below:

The bidders must meet the following minimum qualifying criteria:

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, 2021.	Incorporation/ Registration Certificate
2	<p>A. The entity should have at-least average of Rs.5 Crores Annual Turnover for providing similar nature of work in last three Financial Years</p> <p>B. Should be in active business activities for 3 years in India.</p> <p>C. Consortium may be allowed to bid, though any responsibility will lie with the umbrella/parent bidder including all performance parameters.</p>	Certificate from the statutory auditor/ Client's certificate and agreement/ work order.
3	<p>A. Bidder should have delivered the similar work of scope for single client with a value of Rs. 50 Lacs or more</p> <p>B. The bidder should have experience of handling atleast 500+ SKU in last financial year</p> <p>C. The bidder should have experience of handling atleast 50 labourers in last financial year</p> <p>D. The bidder should have experience of handling atleast 20000 sq feet of warehouse in last financial year</p>	Client's certificate and agreement/work order
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 Annexure-3. Falsification and nondisclosure will lead to disqualification from the evaluation process
5	Bidders should have all applicable license and approvals as required for the business.	Certificate agreement
6	If any Bidder is only bidding for on Logistics Services, he should have a own vehicles or managing a fleet of 30 Vehicles for one single vendor.	Self Certified document along with Supporting documents.
7	If any Bidder bids for only Warehousing services He would be applicable to provide all certifications from Point 1 – 5 eligibility Criteria	
8	If any bidder bids for both WSP and LSP he should fulfil all the criteria from point 1- point 6 Eligibility criteria	

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

- GST
- Pan Card
- Firm's Address with documentary proof

9.1 AWARD OF CONTRACT

HAICL will notify the successful bidder in writing that its proposal has been accepted. On receipt of notification the bidder shall furnish acceptance of award within 7 days of its issuance from HAICL, thereafter, sign Contract Agreement. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Failure of the successful bidder to sign the contract or willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the HAICL may choose to award the work to next most responsive bidder under L1 or call the fresh bids. In such a scenario the HAICL may also blacklist the defaulting bidder from participation in State Government projects for the time as decided by the HAICL.

13. Performance Bank Guarantee

The successful bidder shall submit a performance Bank Guarantee of 1 Crore. Only the damages of inventory and implementation of risk and cost during lock in period of 12 months and notice period of 120 days will be deducted from PBG. PBG to be submitted in 30 days of award of work. The inventory will be insured by HAICL in coordination with WLSP and the premium will be paid by WLSP.

14. Selection Criteria

- (i) Financial bid will be opened of only eligible bidders. Financial bid will be inclusive of charges and taxes (GST, etc.).
- (ii) Bidder can Bid in three categories preferably (Warehousing and Logistics).
 - Warehousing and Logistics
 - Logistics Only
 - Warehousing Only
- (iii) HAICL will evaluate the financial bids and compare the Lowest warehousing Individual Bid Combined with Lowest logistics with Cumulative Warehousing and Logistics Bid. Bid in Annexure 2
- (iv) If combined individual bids are found lower than Cumulative bid Lowest Cumulative bidder will be given a chance to negotiate within the range or lower than Combined Individual bids as per government guidelines.
- (v) Negotiations will be carried out as per State Government policy.

- (vi) HAICL will award the work to the lowest financial quote (L1). If the difference between L1 and L2 bidders is not more than 5%, HAICL will negotiate with both L1 and L2 for the financial quote and will award the work to the lowest bidder among L1 and L2
- (vii) However, if L1 bidder is not willing to onboard as per terms and condition of this document and denies in writing, then HAICL may negotiate with L2 bidder even if the difference between L1 and L2 bidders is more than 5%. In such case, EMD of L1 will be forfeited.
- (viii) Final negotiations on the bid would be held by the LD. High Power Purchase committees for all applicable services

Note :

- 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.
- 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.

15. Payment Terms:

The proposal shall include a financial quote per items inclusive of all taxes. HAICL will release the payment against the service to bidder.

WSP shall submit monthly bills in duplicate to the HAICL, on First week of every month.

- a) WLSP has to furnish all POD (Proof of Delivery) along with Bill and all the valid supporting need to be furnished.
- b) All the amount of penalties in various clause will be recovered from the Payable amount with prior information to WLSP by HAICL
- c) The WSP is required to submit the detailed statement giving Complete particulars of the consignments lifted from various loading Points, date of delivery on a monthly basis.

16. Other Terms & Conditions:

- The financial proposal by the Bidders shall be in Indian Rupees as per format enclosed (Annexure 2) 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.
- 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.

- In case the performance of the Service(s) is not satisfactory, the Bidder will be asked to change/replace the same within 3 days of receipt of such request from HAICL with a member acceptable to HAICL
- HAICL can cancel the contract at any stage of the work, in case it is found that the quality of service 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 annul the bid Process 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.
- 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: o Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or. o 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
- Final SLA will be mutually drafted WLSP/LSP/WSP along with HAICL. All Terms which do not have any financial impact/implication will be agreed upon by the BOD, HAICL.
- No term which has any financial impact or implication will be part mutual drafting of SLA Agreement.

17. 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 or a partnership firm registered under the Limited Liability Partnership Act of 2008 or proprietorship and operating for at least last 3 (Three) years as on March 31, 2021.	Incorporation/ Registration Certificate	
2	A. The entity should have at-least average of Rs. 5 Crores. Annual Turnover for providing similar nature of work in last three Financial Years B. Should be in active business activities for 03 years in India. C. Consortium may be allowed to bid, though any responsibility will lie with the umbrella/parent bidder including all performance parameters.	Certificate from the statutory auditor/ Client's certificate and agreement/ work order	
3	A. Bidder should have delivered the similar work of scope for single client with a value of Rs. 50 Lacs or more B. The bidder should have experience of handling atleast 500+ SKU in last financial year C. The bidder should have experience of handling atleast 50 labourers in last financial year D. The bidder should have experience of handling atleast 20000 sq feet of warehouse in last financial year	Client's certificate and agreement/work order	
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 registered Address with documentary proof ba	

6	Service Fee, Processing Fee & EMD Details	Has the DD for EMD and other fees deposited	
7	Undertaking that vendor is agreeing to terms & conditions mentioned under this contract	Letter copy in company letter head	
8	Bidders should have valid license approval from ISI Authorities	Certificate agreement if required Bidder to have all applicable licences for HAICL nature of business and compliance to be ensured. No Liability on HAICL in case of non-compliance	
9	If any Bidder is only bidding for on Logistics Services, he should have a own vehicles or managing a fleet of 30 Vehicles for one single vendor.	Self Certified document along with Supporting documents. (Client's certificate and agreement/work order)	
10	If any Bidder bids for only Warehousing services He would be applicable to provide all certifications from Point 1 – 5 eligibility Criteria	As Described above	
11	If any bidder bids for both WSP and LSP he should fulfil all the criteria from point 1- point 6 Eligibility criteria	As Described above	

Annexure 1: 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.

OR

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

- a.
- b.
- c.
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)

Annexure 2 : Schedule of Price Bid

S. No.	Description of services	Rates of services on Revenue sharing basis in Percentage inclusive of all applicable taxes Revenue will be HAICL invoice to franchisee/government organisation (In numbers up to two decimal places percentage)
1	Warehouse Management and logistics services and related activities (as described in Pt 8, 9 & 10, scope of Work) for turnover upto 15 crore per month	
2	Warehouse Management and logistics services and related activities (as described in Pt 8,9&10, scope of Work) for turnover between 15- 25 crore per month	
3	Warehouse Management and logistics services and related activities (as described in Pt 8,9&10, scope of Work) for turnover between 25- 35 crore per month	
4	Warehouse Management and logistics services and related activities (as described in Pt 8,9&10 scope of Work) for turnover between 35- 45 crore per month	
5	Warehouse Management and logistics services and related activities (as described in Pt 8,9&10, scope of Work) for turnover above 45 crore per month	
6	Only Warehouse Management related activities (as described in Pt 8,9 scope of Work) for turnover upto 15 crore per month	
7	Only Warehouse Management related activities (as described in Pt 8,9, scope of Work) for turnover between 15-25 crore per month	
8	Only Warehouse Management related activities (as described in Pt 8,9 scope of Work) for turnover between 25-35 crore per month	
9	Only Warehouse Management related activities (as described in Pt 8,9 scope of Work) for turnover between 35-45 crore per month	
10	Only Warehouse Management related activities (as described in Pt 8,9 scope of Work) for turnover above 45 crore per month	
11	Only Logistics related activities (as described in Pt 10, scope of Work) for turnover up to 15 crore per month	

12	Only Logistics related activities (as described in Pt 10, scope of Work) for turnover between 15-25 crore per month	
13	Only Logistics related activities (as described in Pt 10, scope of Work) for turnover between 25-35 crore per month	
14	Only Logistics related activities (as described in Pt 10, scope of Work) for turnover between 35 -45 crore per month	
15	Only Logistics related activities (as described in Pt 10, scope of Work) for turnover above 45 crore per month	

Note : The bidders are required to quote charges inclusive of all the charges which represents manpower/administrative/management /maintenance charges /other costs inclusive of all applicable taxes. The success full bidder to bid keeping view all applicable taxes. Though the service agreement may be split into two parts warehousing and logistics separately for tax purpose. Only the cumulative bid for warehousing and logistics will be split into separate parts keeping the total bid value the same as the bid.

Note : HAICL revenue is invoices generated to Franchisee/ government organisations i.e. cost price to franchisee/ government organisations. This revenue will be inclusive of taxes. Thus, WLSP will invoice percentage of mentioned HAICL revenue. HAICL will not be sharing revenue on MRP of items sold.

Invoice by the bidder to be raised by the successful bidder on the revenue sharing model. The overall business revenue includes cumulative sales to end consumer at consumer buying price, plus institutional sales i.e., bulk sales to single nonfranchisee. The consumer buying price will be fixed by HAICL and will include franchisee margin. The buying prices for institutional sales will also be fixed by HAICL. Both consumer buying price and institutional buying prices will be inclusive of taxes. Further, HAICL will also be sending freebies/Schemes received from vendors and HAICL funded to Franchisee/Enterprise buyers but these will be not be part of revenue determined for invoicing

Bidder can bid in any or all of the 3 categories

- a. Warehousing and Logistics S.no 1-5 Mandatory Fill
- b. Only Warehousing S.no 6-10 Mandatory Fill
- c. Only Logistics S.no points 11-15 Mandatory

Important : The bidder is advised not to leave any slab(turnover wise) of desired category is interested to bid.

All Bids may be put up to two decimal places in percentage on revenue sharing basis i.e., 2.00%, 2.54%, 3.64%, etc.

In case a bidder is L1 in any one of the Slabs of any one particular category, i.e., Warehousing, Logistics and Warehousing Logistics Service provider, Negotiations will be done with L1 and L2 bidder. It is also to be noted that the lowest negotiated bid of warehousing and logistics services will be compared with lowest negotiated bid of Warehousing and logistics individually and if the cumulative bid of individual services is lower than the negotiated bid of Warehousing and logistics service provider and a Conesus is formed among the parties the work may be awarded to final lowest bid.

Annexure 3 : 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.
Bays No. 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 during last three years. 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.

Annexure 4 : Service Level Agreement

Sr. No.	Service Level	Measure	Penalty
1	Inventory Accuracy	99.99%	Debit for lapse value on Landed cost
2	Inventory Shortage/Pilferage/Damage in warehouse Note- There is no levy on transit damage and hence any transit damage, if not reinstated or re-sellable, goods value will be deducted from invoice/PBG of WLSP/LSP	99.80%	Debit for lapse value on Landed cost Damage will be audited by HAICL. If damage is due to rodents, pests, water, wind, then levy will be denied. If nature of material handling damage is repetitive in particular category of product, then levy will be denied in next month. For eg- sugar is unloaded and few bags are damaged in a month. Levy may be considered. But if same is repeated in the next month, then levy will be denied. In any case, damage will not be levied more than 0.2% of inventory in warehouse or 2 lacs per month, whichever is lower. If after audit, damaged material is sellable, then value will not be recoverable.

3	Delayed Delivery	As per TAT (Turn Around Time)	<p>1. 0.5% of value delayed will be charged for delayed delivery. HAICL desires the delivery time period from Warehouse to Distribution Center (DC) is maximum 48 hrs. and from Distribution Center (DC) to franchisee stores is maximum 24 hrs. However, the same will be mutually decided between the LSP vendor and HAICL during the implementation period.</p> <p>2. Penalty will not be imposed if LSP ensures 90% delivery within agreed time-period. However, if delayed delivery is below 90% then penalty will be imposed on all delayed value. For eg if timely delivery is 88% then penalty will be imposed on the value of all 12% delayed deliveries.</p> <p>3. Delayed delivery will not be counted in unavoidable conditions such as Acts of god (Like Earthquake, Flood, etc.), law and order situations.</p> <p>4. Since operations involve lot of parameters, MD HAICL will decide if delay was avoidable and then only penalty will be imposed, for eg franchisee delayed purchase order, franchisee store closed etc.</p>
4	Low Fill Rate	100% of invoicing of available inventory as per SO	Penalty will be calculated as revenue loss in terms of margin of both HAICL and franchises cumulative for the material not invoiced even when available in inventory.
5	Timely GRN	As per TAT (Turn Around Time)	Penalty charge Rs.5000 per incident wherein unloading/GRN is not done timely
6	Store not delivered in route		Rs 1000 per store
7	Vehicle not reported on time in Warehouse		Rs 5000 per incident