



Issued By:

HARYANA AGRO INDUSTRIES CORPORATION LIMITED

Bay No-15-20, SECTOR-4, PANCHKULA, HARYANA – 134108

Request for Proposal

E-tender for set up of Food Processing / Repackaging unit for repacking of Commodity items (like Cereals, Pulses, Sugar, Spices, Edible oil etc.) as per FSSAI specifications and further transportation to designated places for a duration of 05 years

Tender No. HAICL/Packaging-2023-18-04-01

(E-Tendering Website: <https://etenders.hry.nic.in>)

E-Tender is invited for selection of Agency to setup and operate unit for food processing and repackaging of Pulses, Rice, Spices, Sugar etc. for “Har-Hith” project as well as to fulfill the demand of institutional clients under Public Private Partnership Mode, under two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under BQQ /Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope).

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A.) DETAILED INFORMATION REGARDING TENDER

1. Introduction/Background

HAICL under the Retail Expansion Project aims to setup 2,000 FMCG retail stores/outlets (1,500 outlets for Rural locations and 500 for Urban Locations) across the 22 districts of Haryana, which will help in boosting the spirit of entrepreneurship and generating favorable employment opportunities. Through these retail outlets, Government will offer best quality products at discounted prices under State-owned brands and further the aim of Haryana Retail policy. Currently running around 700+ stores and increasing at a fast pace.

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.

As per the approved procurement policy, HAICL conducts e-bid on the portal of M/s Star Agribazaar and M/s NeML and afterwards purchases the commodity items in prepacked conditions as per FSSAI standards.

Now, further to expand the scope under commodity items procurement, HAICL, competent authority has decided to invite bids for selection of Prospective bidders who shall operate/set up and maintain a unit for Food processing/repackaging of Pulses, Rice, Spices, Sugar, Edible oil etc., at HAICL ,Murthal warehouse through Public Private Partnership mode, So that these potential bidders can not only engaged in repacking of bulk commodity items but also can arrange transportation of this repacked material to HAICL designated warehouses or at the premises of any institutional client as per requirement.

This in house repacking and distribution center will help in reducing the costing of commodity items so that same can be supplied at reasonable rates to franchisee as well as institutional clients and extra margin can be earned that will help in long term sustainability of this project.

2. Objectives/Purpose of the RFP: -

This bid is for selection of a O&M partner (operate and maintaince) who will be handed over the warehouse for processing (sorting, cleaning. grading) and repacking of commodity items (like Cereals, Pulses, Sugar, Spices, Edible oil etc) as per FSSAI specifications and further transportation to designated places, Selected agency will develop the infrastructure at his own cost initially for a period of 05 years which may be extended further for maximum 05 more years, on the request of O&M partners, only after analyzing performance and after the approval of competent authority, HAICL.

The O & M partner will dismantle his infrastructure and can take it away but he needs to ensure reinstatement of the civil infrastructure provided by HAICL originally at the beginning of the contract.

3. Scope of Work: –

- To do setup of Food processing (Sorting, cleaning, grading) and repackaging unit at site (provided by HAICL) for repacking of commodity items (Cereals/Pulses/Edible Oil/Spices etc.) in the pack size as desired by HAICL (on basis of Har-Hith stores and Institutional client requirement) conforming to the prescribed standards and norms of Food Safety and Standard Act at economical cost.
- To get the cost of conversion for repackaging in case of commodity items.
- To get to know the transportation charges as per distance, for transportation of repacked material from repackaging unit to HAICL specified/designated delivery points.

4. Project implementation and other Terms & Conditions: -

- The project will be implemented by HAICL in Public Private Partnership Mode with an agency with requisite technical expertise for setting and operating of this processing and repacking setup.
- O&M partner will develop the infrastructure at his own cost though civil engineering work related to repair of roof/windows/gate/flooring etc will be done by HAICL but further setup related to machinery installation, maintaince, electricity bill payment and other alternation in the godown

for smooth running of this repacking unit will be done by the selected agency at his own expenses.

- The machinery of plant established will be the property of O&M partner till the time his contract is applicable with HAICL and can dismantle/resale it after the end of the contract period, after approval of HAICL competent authority.
- HAICL institutional buyers may be government cooperatives, PSU, CPSU etc, in that case material will be arranged by HAICL as per the requirement of institutional buyers either by doing tie-up with government supplying agencies like NAFED or same may be purchased via e-bidding process.

If HAICL is arranging material from the government agencies like NAFED then stock pick up from the supplier place will be done by selected O&M partner and further repackaging will also be done by O&M partner, in case of bulk buying via e-bidding process, L1 selected bid supplier will arrange the stock dispatch at O&M partner site.

Similarly in order to fulfill the requirement of Har-Hith stores HAICL will do time to time bidding and in that case, stock will be received from L1 bidder, post negotiation finalization, supplier will dispatch the material at O&M partner site and then repackaging will be done by O&M partner.

However, in both the above cases packaging designs will be provided by HAICL, Repackaging sizes may vary from 50 g to 1000g in case of spices and in other commodities pack size may vary from 500g to 10 kg and above as per the customized requirement of buyer.

- The packaging under the brand name of Har-Hith will be uniform across all weight category i.e., packaging across all pack sizes will be similar irrespective of the commodity. Hence, the O&M partner have to ensure either laser printing of all required specifications like manufacturing date, expiry date, pack size, MRP etc., or pasting of bar codes uniformly by installing its own bar-coding machine, repackaging cost will be inclusive of bar codes.
- Selected vendor will be given a time of 15-20 days for repacking work. The SLA for development of packaging will be drafted mutually after the allotment of work to L1 bidder, in order to finalize minimum quantity (unit) of weight wise packaging (pack size wise) to ensure the viability of O&M partner.
- One person each from HAICL side and selected agency side to be deployed at Processing/Repackaging plant side, who can ensure the quality against the FSSAI standards.
- O&M partner to ensure the repacking after proper cleaning, sorting and grading as per FSSAI standards (Mandatory information related to shelf life, packing date, expiry date, batch number, Packed and Marketed By etc to be mentioned on it).

- Design/label/Printed Matter on the packets to be Shared By HAICL, packing material thickness should not be less than 51 microns or it should be as per FSSAI standards. The plastic used for the packaging of item should be of non-toxic material as well as of high quality. Declaration in this regard must be printed in each pack.
- O&M partner to ensure that quality of packed commodity items should remain unchanged in respect of size, shape, quality, color and should be free of fungus and moulds etc. within shelf-life duration.
- The O&M partner shall manage the transportation of repacked/processed item from repacking center to HAICL specified/ designated delivery points on F.O.R. basis, unloading charges will be bear by selected O&M partner only.
- Payment against the repackaging and transportation will be released after realization from Institutional clients in case of institutional supplies, in case of Har-Hith supplies payment will be released within 15 days of receiving the stock at HAICL designated points/warehouses.
- It's the individual responsibility of O&M partner to inspect the raw material quality at time of receiving the stock and same need to be rejected in the same vehicle, if quality is found extremely poor though accountability of supplier is there as per tender/e-bidding contract note (as floated by HAICL from time to time)

If inspection is not done thoroughly at time of receiving of stock, O&M partner can submit the quality inspection report after inspection of quality, post stock receiving but maximum within 3-5 days so that HAICL can fix the responsibility of supplier against poor quality and the replacement of material can be initiated as per the terms and conditions of e-bidding contract note of HAICL with supplier.

- O&M partner to ensure zero percent conversion loss including pilferage, shrinkage, spill-over while repackaging.
- Repackaging time will be finalized as per type of commodities/quantum of order and same may be drafted in the SLA mutually.

Delay beyond the time specified in SLA will attract penalty of 0.1% per day for delay by 1 week, 0.3% penalty per day if delay is done by 2 week and in the subsequent week 0.5% penalty per day, maximum penalty will be 1% of the total commodity value, however if the circumstances are beyond the control of HAICL or O&M partner such as delayed delivery is desired by Institutional buyer or due to poor sale/slow movement of previously packed items/halted warehouse operations like warehouse shifting etc in that case penalty will be waved off at the discretion of MD, HAICL.

- When HAICL is ensuring quantum of business to O&M partner regarding edible oil repackaging then a separate shed may be provided, since the edible oil will come in containers/tankers, so for storage of this oil

stainless steel container/underground container (pipeline fitted), automated plant need to be ensured so that with minimal/without manhandling repackaging is done. In case of oil also O&M partner to ensure zero percent conversion loss.

- O&M partner to ensure installation of CCTV cameras, deployment of security guards etc. and live coverage option of entire operations to be provided to HAICL also.
- Selected agency to submit the self-declaration regarding acceptance of all terms and conditions mentioned in the tender documents ([Annexure-6](#))

Important Notes in Terms & Conditions : -

1. If HAICL is not ensuring quantum of business to O&M (1 shift/2 shift*25 days*12 months' work) then O&M will approach to HAICL for taking permission for utilizing the infrastructure for similar activities under its own label, however repacking under any different/anybody else label (3rd party labelling) will be decided at the discretion of HAICL and MD HAICL may deny if it is impacting the HAICL existing business.

For example, if HAICL is supplying to any institutional clients like any government sector (WCD, JAIL, MDM etc.) then HAICL won't allow the selected vendor do repackaging for any competitive supplier in the same institutes.

In any such case where packaging under O&M Partner brand/any other brand (if permitted by HAICL), the inventory of O&M partner/other brand (if allowed) will be kept separately. In any case HAICL inventory loss/shrinkage/theft would be deducted from payment of O&M partner/from PBG or same will be deposited by O&M partner, if loss is more than PBG then same will be recovered from auction of his infrastructure and if required this contract will be terminated and the infrastructure deployed by him will not be permitted for dismantling and ownership of that infrastructure will be vested to HAICL till the loss of inventory of HAICL is deposited by O&M partner. After redressal of inventory theft issue, MD HAICL may permit the existing O&M partner to continue or the termination notice will be issued but only in the case of extreme issues of inventory theft or breach of any terms and conditions of contract note.

2. There will be following mechanism/SOP to handle the by-products produced as result of milling/up gradation of the un-milled stock of Chana, Masoor, Moong, Arhar Rajma and Urad dal: -

a.) By product received post milling/sorting/grading/cleaning of stock received (if any) from State/Central Government Cooperatives will be handed over to HAICL. For example, if pulses are received from NAFED and if any by-product is there, it will be handed over to HAICL and HAICL will liquidate this stock post e-auction, remaining quantity will be packed with zero per cent conversion loss. It is further clarified that sellable items from State/Central Government Cooperatives, PSU should be packed in TOTO, only excluding the by-products if any.

b.) By-products received, post e-bidding from Private Suppliers is not allowed at all, if still received-it will again be handed over to HAICL if proportion is high for by-product, such stock ideally be rejected and responsibility to reject such stock will be of HAICL.

3. Any other similar scope of work in due course of time as directed by MD, HAICL when conveyed, it will be responsibility of vendor to ensure.

5. Salient features of Land and its Location

Warehouse Murthal is situated on G.T. Road and is nearest from Railway Station and is in good condition having internal roads which are convenient for movement of both small and large trucks. Warehouse Murthal is with full facility of street lights, drinking water, neat & clean bathrooms/toilets for officials and labour use. There is good platform area (front/back) for unloading material from the trucks with each warehouse. Warehouses is having boundary wall and facility of weighbridge (60 MT capacity). Entry/exit gate, Proper ventilation and Firefighting system.

- The proposed factory/unit of Processing and Repackaging will be setup in the premises of existing warehouse of HAICL-Murthal. Space of the godown is to be utilized by O&M partner on actual requirement basis, which will approximately be 5000MT space i.e. 30,000 Sqft area and if required more space can be allocated (roughly double), extra shed can be provided for repackaging of Mustard and Refined oil on basis of O&M partner requirement but not beyond that. Thus, the O&M partner to ensure speedy repackaging adhering to the deadlines specified in SLA, so that optimum utilization of space can be ensured.
- O&M partner to ensure repacking of oil and all other essential commodities in separate sheds though storage can be done in a single shed.

6. Eligibility Criteria for Technical Bid: -

As part of eligibility criteria, only those bidders who meet the following eligibility criteria are eligible to participate in the Technical and Financial bidding process. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary

evidence for supporting pre-qualification criteria are liable to be rejected. Technical evaluation will be done only for those bidders who have qualified the pre-qualification stage. The technical evaluation of the qualified bidders shall be done based on the following evaluation criteria:

S.No	Minimum Eligibility Criteria	Document Required
1	Cost of Tender Document: The Technical bid should be accompanied by tender cost of Rs.5,000/-, excluding e-tender service fee of Rs.1000/- which will be paid as per e-tendering process.	Yes/No to be written
2	EMD: EMD of Rs.100000/- (One Lakh Rupees) will be submitted in on-line mode through e-Tendering Portal.	Yes/No to be written
3	The bidder company/firm/proprietor should be registered in India. (Documents in support of Company registration/firm/ proprietorship, copy of PAN card and GST registration Number).	Attach Relevant Documents
4	A Power of Attorney (if the tender is not signed by the actual bidder or the tender is submitted on behalf of the firm).	Self-Declaration
5	The Bidder/Tenderer should have minimum experience of 2 years of similar type of work related to Food Handling/Processing/Repackaging with minimum capacity of 25 TPD, repackaging plant should be on the name of tenderer only	The documentary evidence / proof of the above experience should be submitted along with technical bid.
6	Bidder should have necessary certification related to Food products Processing/ Handling/Repackaging-HACCP,ISO,FSSAI etc.at his existing facility	Attach Relevant Documents
7	Partnership Deed (as applicable) in case of partnership firm.	Attach Relevant Documents
8	Bidder should have average turnover of Rs.10 crore Per Annum during last three financial years for similar kind of work.	CA Certificate should be submitted along-with Technical Bid mentioning the turnover of similar activities only, other turnover will not be considered which is not related to scope of the work
9	Declaration as per Annexure-3 along with attested Copy of Balance Sheet for the last three years, PAN No. GST Registration Certificate of the bidder	Attach Relevant Documents
10	The Bidder will not allow any sub-contracting of packaging, however bidder may allow sub-	Self-Declaration

	contracting of transportation activity(or may take vehicle on rent) but accountability of material and other terms & conditions of this contract note will be of selected bidder only.	
11	The bidder should be registered with appropriate authorities under Income Tax Deptt., GST department as applicable. (Annexure-3)	Attach Relevant Documents
12	The bidder or its sister concern should not be Blacklisted from any state/ Central agency in the country (Annexure-2)	A notarized Affidavit on a stamp paper of Rs.100/-
13	Warehouse will be provided and used only for storage of foodgrains and commodity items (Annexure-1)	company/firm should submit an undertaking by way of affidavit of Rs.100/- in this regard

Note: - The Technical Evaluation Committee (TEC) will examine the technical Bid. This would comprise the paper evaluation of the technical literature, certificates and compliance statements as per technical Bid and any other information uploaded by the supplier.

7. FINANCIAL BID QUALIFICATION: -The Financial / Cost bid should contain the complete financial aspects quoting conversion cost for Repackaging, transportation cost for transportation of repacked commodities from HAICL Murthal warehouse to HAICL Specified/designated places and e-tender shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of tender. (Annexure-6)

The Financial bid submitted by bidders will be evaluated by a Committee of Officers of HAICL constituted by the Managing Director, HAICL. Bidder will be selected post negotiation; negotiation will be done with L1 bidder and also with L2/L3 bidder if rates quoted by L2/L3 bidder is falling in +5% of L1 Bid. For computation of L1 bidder, Table 1& Table 2 individual line-item bid will be multiplied by 10,000 kg and cumulative value will be taken to derive out L1, L2, L3 bidders and accordingly negotiation will be done with L1 bidder and also with L2/L3 bidder if falling within 5% range.

Similarly In case of edible oil, Table 1& Table 2 will be multiplied with 10,000 litre and cumulative value will be taken to derive out L1, L2, L3 bidders and

accordingly negotiation will be done with L1 bidder and also with L2/L3 bidder if falling within 5% range.

8. CONTRACT PERIOD

- The contract shall be effective from the date of the execution of agreement for a period of 05 Year and further may be extended on yearly basis, maximum for a duration of 05 years on the basis of performance, after the approval of competent authority HAICL.
- However, HAICL reserves the right to terminate the contract by issuing one month notice at any point of time during the currency of contract.
- The selected agency may terminate the contract by giving 3 months' notice to the federation which will be subjected to the conditions like forfeiture of security / Contribution money / PBG and plant should be in the same condition (related to civil work) as it was handed over to the agency at the time of initialization of project.

9. CONTRACT EXECUTION: -

- Sub-letting of Contract: - The vendor shall not sublet, transfer or assign the contract or any part for this tender.
- Agreement related to Repackaging (Annexure-4)
- Agreement Related to Transportation of Repacked Commodities

10. Repacking Unit-Operational Expenses: -

- Maintenance cost will be borne by the selected agency once warehouse is handed over.
- Water and electricity charges will be borne by the selected company/firm (successful bidder).
- The cost of FSSAI licenses/registration and other compliances fee will be borne by the selected company/firm (successful bidder).

11. ACCEPTANCE/REJECTION OF TENDER: -HAICL reserve the right to accept or reject any or all tenders without assigning any reason.

- In case of failure of tenderer to abide by the terms of the contract or in

case of any loss caused to HAICL due to their acts of omission/commission, the EMD amount shall be forfeited without any notice.

- The EMD will be released after successful completion of the contract on producing “No Objection Certificate” from the concerned District In charge, HAICL Murthal & Jind.

12. DISPUTE RESOLUTION/ARBITRATION: - In case of any dispute, the matter shall be referred for the sole arbitration to the Managing Director, HAIC or his nominee whose decision shall be final and binding on both the parties. The company/firm (successful bidder) specifically agrees to the arbitration of the Managing Director, HAIC knowing fully well that HAIC will be one of the parties to the dispute to be referred for arbitration. The tenderer cannot question the arbitration proceedings/award on this ground.

13. Penalty Clause:-O&M partner will attract penalty under following circumstances

- a.) **If Poor quality material is received from supplier for repackaging:** -If supplier supplies the poor-quality material, same is received by O&M partner and if inspection report is not submitted to HAICL with in 3-5 days of receiving the stock and O&M partner packs the same poor-quality stock but it is returned by the buyer/franchisee and if supplier is not taking it back then entire responsibility lies with O&M partner. However, the monitoring will be joint accountability of HAICL deployed staff and O&M partner staff but prime responsibility will be of O&M partner to ensure receipt of good quality material and packing the same quality and quality consistency is maintained till it reaches the final destination.

In such case where any dues are raised by HAICL for rejection of the material (which is not accepted by the supplier and also rejected by the buyer) due to negligence of the O&M partner then dues have to be cleared in 15 days otherwise the amount will be deducted from the PBG and repackaging operations will be stopped, same will be resumed only if the O&M partner submit the remaining PBG amount(balanced one) otherwise this contract will be terminated and the infrastructure deployed by him will be used by HAICL or HAICL appointed new O&M partner and the infrastructure will only be allowed to be used by O&M partner, after the clearance of dues but if the loss is more than PBG then O&M partner will ensure

to compensate the loss otherwise same will be recovered from auction of his infrastructure, revoking of PBG and if required legal proceeding will be initiated.

However, since essential commodities are atmospheric oriented hence if it is proved that supplier has provided wrong quality of material which deteriorated further after 3-5 days of time then HAICL will impose the T&C of the contract of e-bidding and will not impose any penalty on O&M partner.

b.) Damage/Loss/Shrinkage/pilferage of inventory during transportation: - same above penalty, mentioned in point (a) will be applicable

c.) Poor quality of packaging material-In such cases when FSSAI specifications related to packing material quality are not followed and it is found that damage/spillage of packed commodity happened due to poor quality of packaging material then O&M partner will do fresh packaging of the material and if similar instances are repeated frequently then value equal to damaged commodity will be recovered from O&M partner and a penalty equal to 1% value of goods (in addition to damaged good value) will be charged as penalty, due to interest loss of HAICL.

However, it will be decided on case-to-case basis because if damage is due to mishandling by buyer and same is proved, then MD HAIL will decide, prima facia the buyer will compensate the loss of weight of the essential commodity and the remaining quantity will be repacked by the O&M partner if quality is as per FSSAI standards and no penalty will be imposed on O&M partner.

For example, if 1 kg stock is supplied and 100 gm pilferage/spillage/quantity loss is there due to poor quality of packaging material then buyer to pay for that 100g quantity and O&M partner to repack the same.

d.) Theft/Shrinkage of Inventory from Repackaging unit: -Goods value will be recovered from O&M partner. Further such theft may be due to multiple reasons like HAICL inventory is sold off to some other buyer knowingly(without HAICL knowledge), poor quality stock is packed for HAICL and good quality stock is sold off to some other buyer by packing in its own brand and other brand poor quality material is packed into HAICL brand(this can happen in cases when HAICL has permitted O&M partner to do

packaging for other buyers either in its own brand or in 3rd party brand), in such cases that stock will be rejected and a penalty equal to the good value (the rate at which stock is purchased) +5% extra penalty of that good value will be imposed, if such incidence is repeated 2nd time then 10% extra penalty will be imposed and in 3rd instance contract will be cancelled, PBG will be forfeited and in that scenario O&M partner cannot dismantle his machinery till the time HAICL appointed 2nd O&M partner takes the charge or he gets ready to buy the machinery from original O&M partner (post deduction of depreciation value)

e.) If adulteration/mixing of poor-quality material is done and the material is rejected by the buyer or it fails in inspection by the buyer (in case of Institutional Sale) against the sample drawn then above same penalty as per point no (d) will be imposed.

f.) If theft happened from Plant-HAICL will register the FIR to find out the reason of theft and legal action will be taken against the concerned officials, in that case cost of the material for which theft happened will be paid by O&M partner however HAICL may reimburse the same to O&M partner after recovering the same from delinquent official/staff/civilian after initiation of legal/criminal proceeding.

14. VALIDITY OF OFFER: - The commercial price quoted in the financial bid shall be valid for a minimum period of 05 Years from the date of awarding the contract, same can be extended for a period of maximum up to 05 years, annual renewal of the contract will happen on basis of evaluation of the performance of the selected O&M partner and also on mutual consent basis. Bids mentioning a shorter validity period than specified shall be ignored/rejected and will not be accepted.

15. TERMINATION BY DEFAULT: - HAICL may terminate the Contract if:

- a) If the selected agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as HAICL may have subsequently granted in writing;
- b) the selected agency becomes insolvent or bankrupt
- c) if the selected agency fails to comply decisions / mandate of HAICL.

- d) any document, information, data or statement submitted by the selected agency in its Proposals, based on which it was considered eligible or successful, is found to be false, incorrect or misleading; or
- e) if the acts of the selected agency are found to be unethical by HAICL.

Note: -In any other case, not cited/mentioned above, if any of the party want to terminate this contract (either HAICL want to terminate or selected O&M partner want to terminate) then same can be done by giving a notice period of 03 months by either party.

16. SIGNING OF CONTRACT: -

The successful bidder will sign the Contract with the HAICL within 15 days of the release of award of Contract. After signing of the Contract, no variation in or modification of the terms of the Contract shall be made except by mutual written amendment signed by both the parties.

17. NOTIFICATION OF AWARD OF CONTRACT: -

The HAICL will notify the successful bidder in writing that its proposal has been accepted and later work order will be shared. The notification of award will constitute the formation of the contract after submission of performance bank guarantee (PBG) equal to stock value but maximum up to Rs. 50,00,000 Lakhs (Fifty Lakhs only) by the successful bidder.

In future after depositing maximum PBG i.e 50 lakhs if stock reduced to certain value for example Rs. 5 lakhs then remaining 45 lakhs will be returned back to O&M partner.

PBG will be returned back after the completion of contract period.

18. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

1. The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

2. The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.
3. The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

B. Important Instructions related to Tender Upload

- 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.
- 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.1,00,000/- towards EMD in due course of time from _____.____.2023 to _____.____.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.
- 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 _____.____.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>
- The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
- The Payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

- 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.
- The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates: -

Key Dates: -

S.No.	Particulars		Details
1	Document reference number		Short term E-tender Inquiry No. HAICL/Packaging-2023-18-04-01
2	(i)	Downloading of Tender Document/online Bid preparation	18-04-2023 from 10 a.m. to 02-05-2023 up to 5.00 p.m.
	(ii)	Online Tender Document Fee & E-Service Fees of Rs.5,000 + 1,000 =Rs.6,000/-	
	(iii)	EMD of Rs.1,00,000/-.	
3	Last date of submission of queries via email at haicpkl@gmail.com		24-04-2023 up to 5:00 PM.
4	Submission of online bid(Technical and Financial Bid)		18-04-2023 from 10 a.m. to 02-05-2023 up to 5.00 p.m.
5.	Last date of submission of Bid		02-05-2023 up to 5.00 p.m.
6.	Opening of Technical Bid		03-05-2023 at 11:00 a.m.
7.	Manual submission of only additional document, if required.		04-05-2023 up to 05:00 p.m.
8	Date of opening of Financial Bid		<u>As per availability of Competent Authority.</u>
9	HAICL contact details		Haryana Agro Industries Corporation Limited, Bays No.15-20, Sector-4, Panchkula-134109 Email: haicpkl@gmail.com Tel. No. 0172-2561305

Important Note:

- The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed 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".
- Applicant/Bidder must confirm & check his/her application/bid status after completion of his/her all activities for e-bidding.
- Applicant/Bidder can rework on his/her bids even after completion of "Application/Bid Preparation & submission stage" (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

C. INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

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

1. Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tender's 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.

2. Obtaining a Digital Certificate: -

- The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 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>.
- 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.

- 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.
- 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).
- 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.
- 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.
- 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.

A. **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 are also available on the Home page of the e-tendering Portal.

B. Online Viewing of Detailed Notice Inviting Tenders: -

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>.

3. Download of Tender Documents: -

The tender documents can be downloaded free of cost from the eProcurement portal <https://etenders.hry.nic.in>

4. 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.

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

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

6. Preparation & Submission of online Applications/Bids: -

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

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

7. Assistance to the Bidders: -

For queries on Tenders Haryana Portal, Kindly Contact

Note: - Bidders are requested to kindly mention the URL of the Portal and Tender Id in

the subject while emailing any issue along with the contact details. For any issues/clearifications relating to the tender (s) published kindly contact the respective Tender Inviting Authority.

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

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

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

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

Timing: -

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

NOTE: -

- 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>.
- 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.

D. Online Payment Guideline at e-Procurement Portal of Government of Haryana

- 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

a.) Debit Card

The procedure for paying through Debit Card will be as follows: -

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) 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.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment.
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal.
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
- (ix) 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.
- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

b.) Net-banking

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

- I. Bidder selects Net-banking option in e-Procurement portal.
- II. The e-Procurement portal displays the amount to be paid by bidder.
- III. Bidder clicks on "Continue" button.
- IV. The e-Procurement portal takes the bidder to Net-banking payment gateway screen displaying list of Banks.
- V. Bidder chooses his / her Bank.
- VI. The Net-banking gateway redirects Bidder to the Net-banking page of the selected Bank.

- VII. Bidder enters his account credentials and confirms payment
- VIII. 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.
- IX. The page is automatically routed back to e-Procurement portal
- X. The status of the payment is displayed as “successful” in e-Procurement portal.
- XI. 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.
- XII. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

c.) Online

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.

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.

1. To choose Payment of EMD, the bidder clicks on online payment option.
2. Upon doing so, the e-procurement portal will redirect the bidder to a page where it will generate a challan.
3. This challan shall include the beneficiary (Virtual) account number and other details like beneficiary IFSC code etc.

Online Payment Procedure

- This provision will ensure that no confidential details regarding the bidder or tender are disclosed to the third party while remitting the payment online.

- The Bidder would remit the funds at least one day in advance to the last day and make the payment online.
- SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Departments/PSUs Escrow security deposit account post validating the first part of the beneficiary account number, i.e., the client code only. In case the validation of client code is not successful, the Bank shall return the funds and not credit the Tech process Intermediary Departments/PSUs Escrow security deposit A/c.

Do's and Don'ts's for Bidders

S.No.	Scenario	Do's/ Don'ts
1.	In the event of making Payment through online	<p>Do's</p> <ul style="list-style-type: none"> • It is the bidder's responsibility to ensure that online payments are made to the exact detail as mentioned in the challan which are: • Beneficiary account no: <client code> + <random number> • Beneficiary IFSC Code: As prescribed by SBI Bank (this shall remain same across all tenders) • Amount: As mentioned on the challan. It is specific for every tender/transaction • Beneficiary bank branch: SBI Bank Ltd, CMS. • Beneficiary name: As per the challan • 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 tender's EMD • 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. • Bidder has to make only single payment against a challan as per the amount mentioned on the challan. • Bidder must do the payment before tender validity gets expired. <p>Don't's</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 mentioned: - Transaction would be rejected and the amount would be refunded back in to the bidders account

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

I/we, _____
is hereby declare as under :-

1. That I/we, _____
undertake that the HAICL Warehouse - Murthal /Jind be used for **Food Processing / Repackaging unit for repacking of Commodity items (like Cereals, Pulses, Sugar, Spices, Edible Oil etc.) as per FSSAI specifications and further transportation to designated places.**

DEPONENT

Verification:-

I/We do hereby solemnly declare and affirm that the above contents are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Annexure-2

Affidavit related to Non-Blacklisting

I/We/M/s.....

Certify that I/we have not been black listed by any of the Government/Semi Government Department and am/are not connected to any firm who has been so black listed.

DEPONENT

Verification:-

I/We do hereby solemnly declare and affirm that the above contents are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

DEPONENT

Dated:-

Sign. -----

(Bidder)

Annexure-3

Affidavit related to Balance Sheet, GST Certification, ITR, PAN Number

Tender ID:

Date of opening:

Name of the Bidder:

Copies of IT Returns, PAN Number, GST Registration as required by this Tender Enquiry are being submitted along with this tender as per details given below.		
Sr. No	Description	Remarks
1	Copies of Income Tax Returns for the Assessment Years (For last three years) and balance sheets	
2	Copy of Permanent Account Number	
3	Copy of Permanent Account Number	
4	Any other	

Repackaging Agreement

(UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-)

Tender ID

Date of opening:

I/ We M/shereby declare that:

1. I/ we am/are agency engaged in business of..... have examined the above-mentioned tender document including amendment/ corrigendum (if any) the receipt of which is hereby confirmed.

2. I/ we do hereby offer for appointment of Operation and Maintenance partner for HAICL for Processing/Repackaging of commodity items (Pulses, Cereals, Spices, Edible oil etc.) at Murthal warehouse of HAICL for a period of 05 years which can be extendable mutually.

3. I/we have quoted rates with all statutory taxes, charges & compliances.

4. I/ we agree to abide by my/our offer for a period of 05 years from the date of award of work order, it will be further be extended yearly for a period of maximum 05 years after the approval of competent authority, HAICL on basis of performance evaluation and further mutual agreement.

5. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.

6. I/we agree for the all clauses and terms and conditions of this Bid/tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.

7. I/ we have necessary expertise and financial strengths for providing the O & M services for any desired capacity of the plant.

8. I/We declare that we have necessary resources for O & M of Processing and Repackaging of commodity items (Pulses, Cereals, Spices and Edible Oil) and further transportation to HAICL designated locations and have enough manpower to cater to

any additional need of Client on short notice, if any such need arises in the tenure of the contract.

9. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. shall be immediately brought to the notice of client. In such case the continuing Partner(s), Administrator, permitted assigns shall be responsible to meet the liabilities under this tender/contract.

10. The tender document has been downloaded from the official website for bidding purpose is a true copy of the original.

11. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past 3 years by any Government/ private institution.

12. I/we also certify that that there is no vigilance/ CBI case pending against the Bidder firm/ Agency/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm.

13. I/we also certify that that there is no pending case for payment/ civil liability pending against us in any of the courts.

14. I/We hereby undertake that the above-mentioned information is correct to the best of my knowledge and belief and nothing has been concealed deliberately / inadvertently. In case any of the above information is found to be false, the Institute reserves the right to cancel the tender at any stage even after the award of the tender, without assigning any reason thereof. Signature of the Bidder Name & Address with stamp

Declaration related to Tender Terms & Conditions

I/we, _____
is hereby declare as under: -

2. That I/we, _____
have thoroughly gone through all terms and conditions mentioned in the
present e-tender enquiry and agree with the same.

DEPONENT

Verification:-

I/We do hereby solemnly declare and affirm that the above contents are true
and correct to the best of my knowledge and beliefs. No part of it is false and nothing
has been concealed therein.

FINANCIAL BID

Name of tenderer: _____

Address: _____

Subject : Price Quote for cost of conversion against the repackaging and cost of transportation from Murthal repackaging center to HAICL designated delivery points on Public Private Partnership Mode.

Table 1:-

Sr. No.	Particulars	Weight(Tons)	0-100 Km	100-200 Km	200-300 Km
1	Transportation Charges including insurance charges and all applicable taxes(Rs/Km) for supplies to state in plain areas in states like Haryana,Punjab,Rajasthan,U.P.etc	Up to 2.5 Ton			
		Up to 5 ton			
		Up to 10 ton			
		Up to 20 ton			
		More than 20 ton			
	Transportation Charges including insurance charges and all applicable taxes(Rs/Km) for supplies to state in Hilli Areas like J&K,Himachal,Uttarakhand etc	Up to 2.5 Ton			
		Up to 5 ton			
		Up to 10 ton			
		Up to 20 ton			
		More than 20 ton			

Note:-L1,L2,L3 will be derived out by multiplying upper limit of distance in Km by the upper limit of quantity mentioned i.e. 2.5 ton*100km, 2.5 ton* 200 km, 2.5 ton*300 km, and 5 ton*100km, 5 ton* 200 km, 5 ton*300 km and further.

Table 2:-

Sr. No	Description of Item/Particulars	Amount in Rs/Kg		
		Pulses	Cereals	Spices
1	Cost of Conversion against the Repackaging (Inclusive of all other applicable taxes and Packaging Material Cost, Bar code cost etc)			

Note: L1, L2, L3 will be derived by multiplying amount in Rs/kg with 10 ton across all categories.

Table 3:-

Sr. No	Description of Item/Particulars	Edible Oil (Amount in Rs//Ltr)				
		500 ml(Pet Bottle)	1 Ltr(Pet Bottle)	2 Ltr(Pet Bottle)	5 Ltr(Plastic Can)	15 Ltr(Tin Packing)
1	Cost of Conversion against the repackaging (Inclusive of all other applicable taxes if any)					

Note: L1, L2, L3 will be derived by multiplying amount in Rs/Ltr. with 10,000 Litre and repackaging need to be done as per FSSAI standards/trade practice like using double sealed cap etc.

Notes:

- 1.) The Tenderer for which total cost of repackaging is lowest should be L-1 after multiplying respective bid with 10 ton (and 10,000 litre in case of edible oil).
- 2.) The Tenderer for which total cost of transportation (Table 1) is lowest should be L-1 after multiplying upper limit of weight with upper limit of distance in Km e.g. 2.5 ton*100km, 2.5 ton* 200 km, 2.5 ton*300 km and 5 ton*100km, 5 ton* 200 km, 5 ton*300 km and further.
- 3.) Bidder should quote the most competitive rates with conformity to the specifications and commercial stipulations given in the tender in the very instance least they run and risk of losing out in absence of negotiations.
- 4.) The rate must be written both in words and figures. There should be no erasures and or over writings, correction, if any, should be made clearly and initialed with date. In case if there is variation observed in the rates in between words & figures, the words shall be considered.
- 5.) The bidder will submit the bifurcation of rates of each item as mentioned in the BOQ and Scope of Work separately after opening of the financial bid.
- 6.) These rates are valid for 05 years from the date of signing of agreement with selected agency and will further be extended for a duration of maximum 05 years after the approval of competent authority of HAICL, on the basis of performance evaluation of the selected agency and further on mutual consent.