

**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**

(HAFED)

INVITES

EXPRESSION OF INTEREST (EOI)

FOR EMPANELMENT OF

PRIVATE PLAYERS

FOR

WHEAT PROCUREMENT AND STORAGE OUTSIDE
HARYANA STATE

EOI REF. NO.: HAFED/PWH/2022-23/04

DATED: 30th MAY, 2022

LAST DATE OF SUBMISSION

3rd June, 2022 UP TO 5:00 PM



SINCE 1966
HAFED

THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
TEL: 2590520-24, FAX: 2590711 e-mail: hafed@hry.nic.in
Web-site: www.hafed.gov.in

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF PRIVATE PLAYERS FOR WHEAT PROCUREMENT AND STORAGE OUTSIDE HARYANA STATE

1. NOTICE OF DISCLAIMER

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

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

2. OVERVIEW

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) is the largest cooperative farmers' federation in the State of Haryana. HAFED is also one of the procuring agencies in the State for procurement of agricultural commodities including food grains, coarse grains, oil seeds and pulses at minimum support price (MSP) for the federal as well as the State government. HAFED also procures agricultural commodities on commercial basis for trading and/or processing.

HAFED intends to procure good quality wheat (including 'durum' wheat) from potential States like Madhya Pradesh, Rajasthan etc. for export and/or domestic sale of wheat and/or wheat flour (atta) with the help of private players who may facilitate Hafed in such procurement and storage of wheat outside the State. For the purpose Hafed invites applications from reputed private players meeting minimum eligibility criteria for empanelment with HAFED for wheat procurement and storage outside Haryana State.

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

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

**Managing Director,
HAFED,
Corporate Office,
Sector-5,
Panchkula (Haryana) - 134109**

- (ii) The application must be accompanied with non-refundable processing fee of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive GST (Rs.10,000/- + Rs.1800/- GST) through RTGS/NEFT or DD in favour of The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) drawn on any Nationalized / schedule commercial bank payable at Panchkula.
- (iii) The applicant must also be accompanied by Earnest Money Deposit/ Empanelment Fee amounting to Rs. 25 lakh (Twenty five Lakh only), which shall be refundable for successful applicant after deposit of requisite Security amount by the successful applicant. The Earnest Money Deposit/ Empanelment Fee shall be refunded to the unsuccessful applicants within 7 working days after final decision on the applications.
- (iv) The details of Bank Account for deposit of Processing fee and EMD/Empanelment Fee through RTGS/NEFT are given as under:-
- | | | |
|-------------------------|---|---|
| Name of the Beneficiary | : | The Haryana State Cooperative Supply and Marketing Federation Limited |
| Name the Bank | : | HDFC Bank |
| Current Account No. | : | 50100455655196 |
| IFSC Code | : | HDFC0000873 |
- (v) HAFED may constitute an Evaluation Committee which shall examine and evaluate the documents so received from interested applicants on the basis of parameters of eligibility criteria defined in this EOI and other specified requirements.
- (vi) As per the requirement, HAFED shall call financial bids (to decide service charges payable by HAFED) from the empanelled parties only by means of offline tenders or online e-auctions. The tenders/e-auction documents will provide complete details of the work scope like quantity, quality, packaging specifications, storage locations with timelines, payment and other terms & conditions separately.
- (vii) HAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges HAFED to proceed with all or any part of tender process. The EOI is not the subject of any process of contract or any contractual obligations between HAFED and the applicant.

3. SCOPE OF SERVICES

a) Participation in wheat procurement and storage.

- i) Empanelled private players will submit online/offline bids with HAFED through its authorized person as and when required. He will indicate the mandies/areas of wheat procurement and storage.
- ii) Empanelled private players will be intimated by HAFED about the decision taken on the bids submitted by private players.

- iii) HAFED shall provide complete details regarding the quantity, quality of wheat and probable storage location with timelines, payment terms etc.

b) Procurement and disposal

- i) HAFED and Empanelled private player will procure and store the wheat stock on mutual agreed rate, terms and conditions. HAFED shall bear all expenses in procurement, storage and disposal of wheat.
- ii) It will be the responsibility of the private player to ensure the quality and quantity of wheat and deposit the same in the nearest CWC/SWC Warehouse(s).
- iii) HAFED will dispose of the stocks preferably by export or sale/use in domestic market, as the case may be. However, the responsibility of quality will rest with the private player.

c) Consideration and Payment Terms

- i) HAFED will procure wheat on the best competitive market rates to be finalized jointly by the officers/officials of Hafed and the Private player after proper market survey. Private player will deploy its staff for procurement as per mutually agreed terms with HAFED.
- ii) HAFED will release the payment on deposit of wheat in the CWC/SWC in the name of HAFED and on receipt of WHRs from the private party on day to day basis.
- iii) The private player may be required to utilise its own funds for payment to the concerned sellers of wheat, transporters, etc. as per the terms of settlement and claim actual interest thereupon on the working capital so invested from Hafed.

4. MINIMUM ELIGIBILITY CRITERIA FOR EMPANELMENT

- (i) Interested applicant must be in possession of valid license/registration certificate from concerned statutory authorities for wheat procurement.
- (ii) Applicant may either be a sole proprietorship firm, Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time), a Company (registered under the relevant provisions of Companies Act of 1956 or 2013), a Limited Liability Partnership (duly registered under the LLP Act, 2008) or a Cooperative society (duly registered under the MSCSA, 2002 or the State Cooperative Act).
- (iii) The applicant must have the following registration and certifications :-
 - a) GST registration certificate
 - b) A copy of the PAN/TAN No. Certificate
- (iv) The applicant must have a minimum turn-over of Rs. 25 crore (Rupees Twenty five Crore only) in the preceding two financial years.
- (v) The applicant is required to submit an undertaking on companies'/firms' letter head declaring that the applicant has not been blacklisted by any Govt. or autonomous organization with regard to its business in last 3 years.
- (vi) Applicant must have positive net worth in preceding two years for which a certificate from a Chartered Accountant should be furnished.

5. DOCUMENTS REQUIRED FOR EMPANELMENT

- (i) Application form duly filled, stamped and signed by authorized signatory of the company / firm.
- (ii) Proof for remittance in case of RTGS/NEFT or Demand draft of Rs.11,800/- (Rupees Eleven thousand Eight hundred Only) towards non refundable fee.
- (iii) Proof for remittance in case of RTGS/NEFT or Demand draft of Rs.25 lakh (Rupees Twenty five Lakh Only) towards refundable EMD/Empanelment fee.
- (iv) Self-Attested copy of valid registration certificate confirming its registration with the Registrar of Companies.

OR

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

OR

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

- (v) Self attested & stamped copy of GST registration certificate.
- (vi) Self-Attested & stamped copy of PAN card of the company /firm.
- (vii) Self attested & stamped copy of FSSAI license, if applicable.
- (viii) Self attested & stamped copy of valid address proof of the firm/company.
- (ix) Self attested & stamped copy of certification like ISO, MSME, HACCP etc., if any.
- (x) Self attested copy of Aadhar card of authorized signatory.
- (xi) Original Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
- (xii) Original Turnover certificate for the preceding two financial years issued by Chartered Accountant.
- (xiii) Copy of cancelled cheque of the company/firm.
- (xiv) Self attested & stamped copy of this EOI as a token of acceptance of terms & conditions of this EOI.
- (xv) Solvency Certificate issued by their banker.
- (xvi) List of Directors / Partners of the company/firm as per attached format at "C".
- (xvii) Notary attested affidavit from the authorized signatory of the company / firm for not been blacklisted by any State/ Central Govt. body/ Public Sector Undertaking during the last 3 years.
- (xviii) Notary attested affidavit for not being under liquidation, court receivership and/or similar proceeding.
- (xix) Self attested & stamped copy of preceding two years audited Balance Sheet and Profit & Loss Account of the company / firm including Auditor's Report.

6. TERMS OF EMPANELMENT

The empanelment of private players shall be for a period of two years from the date of empanelment, which may be extended further for six months at the sole discretion of HAFED based on the satisfactory performance of the private player. However, the empanelment of private player can be terminated prior to stipulated period or thereafter without assigning any reason with one month notice.

7. GENERAL TERMS

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

8. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- (i) This EOI and award of work under this EOI shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Panchkula and High Court of Punjab and Haryana at Chandigarh shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this EOI including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the

force. The seat & venue of the arbitration shall be at Panchkula (Haryana), India and language of arbitration shall be English.

- (iii) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between HAFED and selected Applicants after bidding and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this EOI.

9. FORCE MAJEURE

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

Application Form

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

Financials

(Rs. In Lakhs)

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

Details of Documents submitted with EOI

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

(On the letterhead of the company/firm)

Details of Director(s) / Partner(s)

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