

The Haryana State Co-operative Supply and Marketing
Federation Limited

INVITE

REQUEST FOR PROPOSAL

For Selection of Agency (s) to Run and Operate HAFED
Bazaars in Haryana on lease model



Ref. No. _____

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

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)

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DISCLAIMER

The information contained in this RFP document or information provided subsequently to Bidder(s) or Applicant(s) whether verbally or in documentary form/email issued for the eligible and interested bidders, by or on behalf of HAFED, is provided on the terms and conditions set out in this document and all other terms & conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. Each Bidder should conduct its own investigations & analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. HAFED may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

HAFED, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

This RFP is neither an agreement nor an offer by HAFED, but an invitation or responses to the issues pertaining to any service by HAFED as contained in this document. No contractual obligation on behalf of HAFED, whatsoever, shall arise from the RFP process unless and until a formal agreement is signed and executed by duly authorized officers of HAFED and the finally selected Bidder. It may be noted that issuance of RFP does not confer any right to be invited to participate further and HAFED shall have unfettered rights and discretion in its decision regarding such matters and finalization or completion of further steps in respect of the RFP.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published on HAFED website. It is also understood and agreed by the Bidder(s) that decision of HAFED regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

HAFED reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals/orders/responses, without assigning any reason thereof before evaluation of technical bids. Each Bidder shall be entirely responsible

for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.

HAFED reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price, other terms and conditions.

Notwithstanding anything contained in the RFP Document, HAFED reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the HAFED's decision.

HAFED reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to HAFED.

Document Control Sheet

#	Information	Details
1.	RFP Publishing date	25 th August 2023
2.	Pre-bid Meeting (Date/Time & location)	07.09.2023 at 11:30 AM; Conference Hall, Ground Floor, Hafed Corporate Office, Panchkula
3.	Last date and time for submission of proposals	13.09.2023 upto 05:00 PM
4.	Opening of Technical Bid	14.09.2023 by 11:30 AM
5.	Date of Opening of Commercial / Financial bids	Will be Communicated later
6.	Contact Person	(GM, Marketing)
7.	Submission mode	Online submission at https://etenders.hry.nic.in/
8.	Tender Processing Fee	Rs. 1000 (Online Mode)
9.	Cost of RFP (e-tender)document	Rs. 1500 (Online Mode)
10.	EMD	EMD Rs.5,000/- (to be deposited as per the e- tendering procedure)
11.	Security Deposit	Equivalent to 03 month's lease amount

1. Background

HAFED is the largest apex cooperative federation of Haryana State in India. It came into existence on November 1st, 1966 with the formation of Haryana as a separate State. Since then, it is playing a leading role in serving the farmers of the State as well as customers in India and overseas by providing hygienic and safe quality consumer products.

HAFED has around 37 retail outlets in Haryana which include 13 HAFED Bazaar (Annexure-A) similar to the modern retail outlets which provide HAFED products along with other retail products. Now HAFED intends to onboard an agency to operate and run 13 HAFED Bazaar stores on lease model.

2. Purpose of RFP

The main purpose is to onboard an agency to operate and run 13 HAFED bazaar stores on monthly lease model for minimum 3 years, which can be extended on yearly basis after mutual agreement. The main objectives of the project are:

- a. Improve operational efficiency and effectiveness.
- b. Enhance customer experience and satisfaction.
- c. Optimize resource allocation and cost management.
- d. Leverage the expertise and experience of a specialized service provider.
- e. Ensure consistent quality and adherence to industry standards.

3. Scope of Work

The scope of work for the service provider includes, but is not limited to:

- a. Managing day-to-day operations of the retail groceries outlets.
- b. Ensuring the availability of a wide range of high-quality products.
- c. Implementing inventory management systems and processes.
- d. Ensuring compliance with health and safety regulations.
- e. Recruiting, training, and managing staff.
- f. Implementing effective marketing and promotional strategies.
- g. Monitoring and improving customer satisfaction levels.
- h. Providing regular reports and updates to Hafed
- i. Providing services related to Logistics Management, Store Management and Point of Sale (P.O.S) based IT Solution.

The scope of work though not limited to would be as specified below:

- The agency is free to place / sell any product except mentioned in List of Prohibition Items (Annexure B) but with the condition that 50% of the store space will be allocated to the consumer products of various

Haryana Govt. Cooperative/PSU etc such as Hafed, Vita, Khadi Board etc.

- The agency shall be responsible for carrying out all the operations for smooth management of Hafed Bazaar outlets including their Point of Sale (P.O.S) based IT Software Solution, management of payments received from customers, provision of digital payment through card based payment, UPI, Paytm, GooglePay, RuPay etc.
- The agency shall deploy qualified and competent trained manpower with prior experience in the field of Retail for successful Management of Hafed Bazaar Outlets.
- The above Scope of work is merely illustrative and not exhaustive. The agency shall thus carry out all allied, incidental duties, services and/or operations related to successful operations of HAFEDs Bazaars.

4. Role of HAFED

HAFED has setup 13 HAFED Bazaar with all modern facilities to enhance customer experience for shopping groceries. Hafed Bazaar has been setup in the prominent locations across Haryana and has all infrastructures which are equivalent to any Modern Retail Store. The Hafed Bazaar outlets are of approx. area 700 to 1500 sq.ft. with infrastructure like racks, table chair, A/C etc.

HAFED will:

- a. Provide the possession on as is where is basis of all HAFED Bazaar to the agency
- b. Facilitate in providing necessary regulatory approvals as and when required
- c. Random inspection of Operation at any of the facilities, as desired by HAFED.
- d. Time to time instructions will be issued by Hafed which must be followed by the agency
- e. Direct the successful bidder to undertake appropriate steps required for proper upkeep & maintenance of the facilities and remove any shortcoming observed at their own costs.
- f. Facilitate F.O.R delivery of Hafed products at Hafed Bazaar

- g. Facilitate and pass-on the existing tie-up with suppliers and discounts/offers etc.
- h. Monitor the daily/weekly/monthly sales and suggest corrective measures if any.
- i. Undertakes the marketing activities including print, tele-media, Outdoor and social media.
- j. Provide all marketing related material including (but not limited to) signages, banners, brochures, pamphlets etc.

5. Role of the Agency:

- a. The Successful Bidder would be responsible for running and maintenance of the 13 Hafed Bazaar for 3 years, which may be extended on satisfactory performance on yearly basis after mutual content. The lease period would commence from the date of handing over the completed project facilities to the successful bidder by HAFED.
- b. Annual Increase: 10% increase in the lease amount every year
- c. Any recurring expenses such as Electricity bill, water bill, salary of staff, purchase of stock, maintenance and any material required to run the stores will be borne by the selected agency.
- d. Successful bidder will have to provide the requisite Manpower and supporting for operation and maintenance of various facilities and housekeeping.
- e. The staff employed in the Hafed Bazaar shall be trained regularly in the referral to the market practices.
- f. Periodic sales/ revenue etc. report shall be submitted to the HAFED.
- g. The successful bidder will ensure FSSAI and other related certificate to run the stores
- h. The bidder will not be allowed to use HAFED or any of its entity logo, name etc without the approval of HAFED for any purpose.
- i. The Successful Bidder shall take over the project facilities within 30 (thirty) days from the date of offer of the lease within which period the bidder shall have to deposit the 03 month's lease amount as Security Deposit and execute the Lease Agreement with HAFED for running and operating the HAFED Bazaar

- No interest will be paid on the security
 - In the event of failure to adhere the terms & conditions by the bidder or any other loss cause, Hafed will forfeit the security amount beside recovering the losses as per laws and litigation.
 - The security amount shall remains valid for a period of three month beyond the date of completion of all contractual obligations of the bidders.
 - The security amount is required to be furnished within 15 days (inclusive of holidays) from the date of acceptance of the offer by Hafed.
 - The security amount will be released after successful completion of the contract on production of “No Objection Certificate” from all the Hafed District Offices.
 - The security amount, in full or part, may be forfeited, including interest, if any, in the following cases:-
 - i) When any of the terms and conditions of the tender document/agreement is breached.
 - ii) When the bidder(s) fails to complete the work satisfactorily.
 - iii) When the bidder(s) breaches any provision of the code of integrity prescribed in the tender document.
 - iv) When financial loss is caused to HAFED due any act of omission/commission on the part of the successful bidder/Agency.
 - Notice will be given to the bidder(s) with reasonable time before the security amount deposited is forfeited.
- j. The Successful bidder shall pay the Lease amount in advance on quarterly basis and the same shall be paid on or before the 7th day of preliminary month of every English Calendar month of quarter from date of signing of lease agreement.
- k. The successful bidder shall adhere to all Central / State Laws applicable for running the business.
- l. The successful bidder can sell any product other than those listed in prohibited list at Annexure ‘B’ to increase sales and revenue. However, Hafed can make amendments in list of prohibited items as per circumstances.

- m. Exit Clause: After the completion of lease period, the agency shall return the store (s) & its infrastructure in the same condition, as it received during the handover.

6. Financials:

Interested agencies will submit their financial bids to Hafed. The bids may be submitted for individual, multiple or all Hafed Bazaars. Preference will be given to the agencies who will submit their bids for maximum / all Hafed Bazaar Outlets. Hafed Bazaar outlet wise minimum bids are as under:

S. No.	Hafed Bazaar	Minimum Bid (all amounts in Lakhs)
1	Hisar Hafed Bazaar, Ganpati Plaza, Red Square Market, Near Union Bank	6
2	Sirsa Hafed Bazaar, PNB Street, Rori Bazar, Sirsa	12
3	Sirsa Hafed Bazaar, Shop No. 42, HUDA Complex, Opp. Town Park	5
4	Rewari Hafed Bazaar, Shop No. 26, 27 & 28 near Bawal Road, Opp. Brass Market, Model Town	14
5	Kurukshetra, Hafed Bazaar, SCO-31, Sec-13	7
6	Ambala Cantt. Hafed Bazaar, Unicon Instruments, Building No. 5745, Nicholsons Road	9
7	Fatehabad, Hafed Bazaar, Near Jawahar Chowk	3
8	Karnal Hafed Bazaar, Vishal Complex, Azad Nagar, Hansi Chowk	13
9	Bhiwani Hafed Bazaar, Luxmi Tower near Dinod Gate Chowk, Shashtri Nagar	4
10	Jind Hafed Bazaar, Near Surya Resort and Police Thana, Safidon Road	4
11	Palwal Hafed Bazaar, Agra Chowk near HDFC Bank, Main Delhi Mathura Road	8
12	Yamuna Nagar Hafed Bazaar, Jagadhari Road near SBI Bank	8
13	Rohtak Hafed Bazaar, Delhi Bye Pass Road	8
	Total for all Hafed Bazaar outlets	100

Note: Successful bidder will be free to deploy manpower as per their understanding of scope, their requirement and same shall be mentioned during technical presentation. There will be 10% increase in lease amount every year.

7. Other Benefit:

HAFED is renowned brand with 50+ years of legacy. Successful bidder will not only enjoy the association with HAFED but will also have following benefits:

- a. Hafed will provide/supply its own product at the discounted rates and pass on any offers it gets from existing supplier to the successful bidder for maximizing profit/revenue.
- b. Already set-up ready to move Hafed Bazaar outlets with required infrastructure.
- c. Presence in good locations in major cities of Haryana.
- d. Opportunity to get associated with one of the top Cooperates in the Country.

8. Eligibility criteria

8.1 Eligibility of applicants

As part of eligibility criteria, only those bidders who meet the following eligibility criteria are eligible to participate in the 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 summarily

To be eligible for evaluation of the Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

Sr.No.	Minimum Eligibility Criteria	Documents Required
1.	The Bidder must be an entity registered under applicable Act in India.	Copy of the Sole Proprietorship/Partnership Deed/Bye Law/Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2.	The bidder shall have minimum of 3 years of experience in running of similar stores.	Attach relevant documents which may include relevant licenses, financial statements, operational reports, photos etc
3.	The average financial turnover of the bidder in last three financial year shouldn't be less than 10 Lakh	CA Certificate
4.	The bidder or its representatives shall submit necessary FSSAI license to run stores	Copy of certificate
5.	The bidder must submit their valid PAN, TAN and GST Registration Number on their letter head.	Copy of PAN, TAN and GST
6.	Bidder should not currently be blacklisted by any of the State/Central Government or	A self-declaration on letter head

	organizations of the State/Central Government in India and the bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices.	
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8.2 Selection Process

The following selection process will be carried out:

- Opening of bids and evaluating them following the price bids evaluation methodology.
- The qualified bidder offering highest amount (H1) of Annual Lease amount to HAFED would be selected as the Successful Bidder. HAFED, however, reserves the right to reject any offer below the fixed minimum Lease money.

8.3 Price Bid Evaluation Format

Bidder has to submit the **“Price Bid”** in the attached format with RFP (refer **Form FIN-I**). Any condition attached to the Price Bid would be considered as non-conforming proposed by HAFED Ltd. and the Price Bid is liable to be rejected.

9. Information and instructions to the bidders – General instruction

CHECKLIST OF SUBMISSION

#	Criteria/Form	Documents required	Status (Submitted/ Not Submitted)	Page No.
1.	Tender Processing fee	Rs. 1000/-		
2.	EMD Amount	EMD Rs 5000 (online payment - No interest to be paid)		
3.	Tender Document Fee	Rs. 1500/- (online payment)		
4.	The Bidder must be an entity registered under applicable Act in India.	Copy of the Sole Proprietorship/Partnership Deed/Bye Law/Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.		

5.	The bidder shall have minimum of 3 years of experience in running of similar stores.	Attach relevant documents which may include relevant licenses, financial statements, operational reports, photos etc.		
6.	The average financial turnover of the bidder in last three financial year shouldn't be less than 10 Lakh	CA Certificate		
7.	The bidder or its representatives shall submit necessary FSSAI license to run stores	Copy of Certificate		
8.	The bidder must submit their valid PAN, TAN and GST Registration Number on their letter head.	Copy of PAN, TAN and GST as per Tech Form4		
9.	Bidder should not currently be blacklisted by any of the State/Central Government or organizations of the State/Central Government in India and the bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices.	A self-declaration on letter head		
10.	Technical Proposal Submission Form	Form Tech 1		
11.	Bidder Details	Form Tech 2		
12.	Experience of bidder	Form Tech 3		
13.	Registration Certificates	Form Tech 4		
14.	Chartered Account Certificate	Form Tech 5		
15.	Financial Bid	Form FIN 1		

IMPORTANT INSTRUCTIONS

9.1 Registration of bidders on e-Procurement Portal

All the bidders intending to participate in the tenders process online are required to get registered on the e-Procurement Portal i.e. <https://etenders.hry.nic.in/>. Please visit the website for more details.

9.2 Obtaining a Digital Certificate

- i. 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.

- ii. 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
- iii. 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.
- iv. 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.

9.3 Download of Tender Documents

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in/nicgep/app> and also from department's website

9.4 Pre-bid meeting

Pre bid meeting will be done by as per the data sheet. Bidders may request a clarification with regard to any part of the RFP document on or before pre-bid meeting. Any request for clarification must be sent in writing through e-mail with subject as "Selection of Agency to Run and Operate HAFED Bazaar on lease model" to the email id mentioned in data sheet. Any query received after due date will not be considered. The format for pre-bid clarification is as follows:

#	Section/ Clause No.	Name of Section/ Clause	Text (which is mentioned and requires clarification)	Clarification required (Suggested/proposed text)

The address for requesting clarifications and pre-bid conference detail are mentioned in Document Control Sheet.

9.5 Number of Applications and costs thereof

- i. No bidder shall submit more than one application for the Project.

- ii. The bidder shall be responsible for all of the costs associated with the preparation of their applications and their participation in the bid process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

9.6 Acknowledgement by Applicant

1. It shall be deemed that by submitting the Bid, the bidder has:
 - i. Made a complete and careful examination of the RFP;
 - ii. Received all relevant information requested from the department;
 - iii. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the department
 - iv. Agreed to be bound by the undertakings provided by it under and in terms hereof.
2. The department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the bidding process, including any error or mistake therein or in any information or data given by the department.

10. Right to Accept or Reject any or all Applications/ Bids

- I. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any application and to annul the bidding process and reject all Bids, at any time without any liability whatsoever or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event, that the authority rejects or annuls all the applications/bids, it may, in its discretion, invite all applicants/bidders to submit fresh applications/bids hereunder.
- II. The department reserves the right to reject any application and/or bid if:
 - i. At any time, a material misrepresentation is made or uncovered, or
 - ii. The applicant does not provide, within the time specified by the authority, the supplemental information sought by authority for evaluation of the application.
- III. If such disqualification/ rejection occur after the Bids have been done and the highest bidder gets disqualified/ rejected, then the authority reserves the right to:
 - i. Invite the next highest bidders to match the highest bidder/ submit their bids in accordance with the RFP; or
 - ii. Take any such measure as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.
- IV. The department reserves the right to verify all statements, information and documents submitted by the applicant in response to the RFP. Any such verification or lack of such verification by the authority shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of the authority thereunder.

11. Clarifications

- .1. The bidders requiring any clarification on the RFP may notify the department in writing through e-mail to the email id mentioned in data sheet. The department shall endeavor to respond to the queries within the period specified therein, but no later than the date stipulated in Document Control Sheet. The responses will be sent by e-mail. The department will forward all the queries and its responses thereto, to only the purchasers of the RFP without identifying the source of queries. The department may choose to upload the responses only on the websites specified in the RFP advertisement.
- .2. The department shall endeavor to respond to the questions raised or clarifications sought by the applicants. However, the department reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the authority to respond to any question or to provide any clarification.
- .3. The department may, on its own, if deemed necessary, issue interpretations and clarifications to all applicants. All clarifications and interpretations issued by the department shall be deemed to be part of the RFP. Verbal clarifications and information given by the department or its employees or representatives shall not in any way or manner be binding on the department.
- .4. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by HAFED.
- .5. HAFED shall have full powers, to instruct the successful bidder to make any variation to the scope of work, roles, responsibilities, etc. of the contract, from time to time. The selected bidder shall carry out the aforesaid variations suggested by HAFED and be bound by the same terms and conditions as provided for in this RFP and/or the contract. The successful bidder will also have the discretion to give HAFED any suggestion with respect to the project/subject matter at hand. It is however clarified that acceptance/use of such suggestion/variations shall be the sole discretion of HAFED.

12. Amendment of RFP

- .1. At any time prior to the deadline for submission of bid, the department may, for any reason, whether at its own initiative or in response to clarifications requested by the bidders, modify the RFP by the issuance of Addendum.
- .2. Any Addendum thus issued will only be uploaded on Department website
- .3. In order to afford the bidders, a reasonable time in which to take an Addendum into account, or for any other reason, the department may, at its own discretion, extend the application due date.

13. Language of proposal

- .1. The application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the bidder with the application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.
- .2. All communication provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of difference in amounts stated in figures and words, the amount stated in words only will be taken as correct and final.

14. Format and Signing of application

- .1. The proposal shall provide all information sought under this RFP. The department would evaluate only those bids that are received in the required format and complete in all respects. Incomplete and / or conditional bid shall be liable for rejection.
- .2. The bidder shall submit separate folders for Pre-qualification document, technical document and financial document.
- .3. The proposal shall be typed or written in indelible ink, stamped (Company/firm stamp or seal) and signed by the Authorized signatory of the applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the bid shall be initialled by the person(s) signing the bid. The proposal shall contain page numbers.

15. Submission of proposal

The bidders shall upload the required technical and commercial documents online on <https://etenders.hry.nic.in/nicgep/app> using the digital certificate

16. Application due date

- .1. The bids should be submitted before time mentioned in Document control sheet in the manner and form as detailed in this RFP.
- .2. In the event that the due date for the bid submission is a holiday for the department, the next working day (at same time) will be the date of submission.
- .3. The department may, in its sole discretion, extend the application due date by issuing an Addendum.

17. Late applications

Applications received by the Authority after the application due date shall not be eligible for consideration and shall be summarily rejected. Authority shall not be responsible for any delay in submission of the same.

18. Opening & Evaluation of Applications

- .1. The department would open the bids for the purposes of evaluation at the place specified in Document Control Sheet and in the presence of the applicants who choose to attend.
- .2. The bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given.
- .3. Any information contained in the bid shall not in any way be construed as binding on the department, its consultants, agents, successors or assigns, but shall be binding against the bidder if any project is subsequently awarded to it under the bidding process on the basis of such information.
- .4. The department reserves the right not to proceed with the bidding process at any time without notice or liability and to reject any bid without assigning any reasons.
- .5. If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified herein, the department may, in its sole discretion, exclude the relevant project from computation of the experience of the applicant.
- .6. In the event that a bidder claims credit for an Eligible Project, and such claim is determined by the department as incorrect or erroneous, the department shall reject such claim and exclude the same from computation of the experience. Where any information is found to be patently false or amounting to a material misrepresentation, the department reserves the right to reject the application and/ or bid in accordance with the provisions of Clause 9.

19. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the department in relation to or matters arising out of, or concerning the bidding process. The department will treat all information, submitted as part of the bid, in confidence and would require all those who have access to such material to treat the same in confidence. The department may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or authority or as may be required by law or in connection with any legal process.

20. Clarifications from Applicants

- .1. To facilitate evaluation of applications, authority may, at its sole discretion, seek clarifications from any applicant regarding its application. Such

clarifications shall be provided within the time specified by authority for this purpose. Any request for clarifications and all clarifications shall be in writing.

- .2. If the bidder does not provide clarifications sought, as mentioned above, within the prescribed time, its bid shall be liable to be rejected. In case, the bid is not rejected, the department may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the department.

21. Short listing& Notification

- .1. Based on the evaluation of bids, the department would prepare a list of bidders that shall have been qualified through the evaluation criteria and the same will be communicated to all the bidders. The department will not entertain any query or clarification from bidders who fail to qualify.
- .2. The pre-qualified/eligible bidder shall only be invited to make a presentation to the "Evaluation Committee" constituted for the purpose.
- .3. The financials of only those applicants will be opened, who have scored atleast 70 in Technical Qualification.

22. Proprietary Data

All documents and other information supplied by the department or submitted by the bidder to the department shall remain or become the property of the department. The bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The department will not return any bid or any information provided along therewith.

23. Conflict of Interest

The agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The agency and its affiliates shall not engage in any activities that conflict with the interest of HAFED under the contract. Agency shall provide professional, objective and impartial advice and at all times hold HAFED's interest paramount, without any consideration for future work and that in providing advice, they avoid conflicts with other assignments and their own corporate interests. The agency understands that it shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of HAFED

Without limitation on the generality of the foregoing, an agency shall not be hired, under the circumstances set forth below:

- a) Relationship with HAFED's staff: Consultants/ Agencies (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff HAFED (or of the project implementing

agency) who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to HAFED throughout the selection process and the execution of the contract.

- b) An agency or a group shall submit only one proposal, either individually or as a joint venture partner in another proposal or represent the sub agencies if the group. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify.

24. Notification of Award of Contract

The department will notify the successful bidder in writing that its proposal has been accepted. The notification of award will constitute the formation of the contract after submission of performance bank guarantee by the successful bidder.

25. Signing of Contract

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

26. Sub-contracting/Subletting

Neither party may assign nor transfer any of its rights and obligations under the Agreement to any person without the other party's consent. The successful bidder shall not assign or transfer the whole or any part of scope of work nor shall it subcontract/sublet.

27. Termination by default

HAFED may terminate the Contract if:

- a) 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 Department 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 HAFED.
- 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 HAFED.
- f) if agency (s) after completion of 1 year wants to discontinue, he may do so by giving 3 months notice.

28. Dispute Resolution

The disputes, if any, arising between the bidder/firm and HAFED shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Managing Director, HAFED, as per the relevant provisions under Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties. The Civil Court shall have no jurisdiction in case of dispute between the parties.

29. Validity of Proposal

Proposals shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of Commercial Proposal. The Department reserves right to reject a proposal valid for a shorter period as non-responsive. In exceptional circumstances HAFED may solicit the Bidders consent to an extension of the period of validity

Prior to the expiration of the validity period, the Department will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process is not completed within the stipulated period, the Department, may like to request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting the request will not be permitted to modify its Proposal. HAFED, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

30. Fraud & Corrupt Practices

1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the authority shall reject an application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
2. Without prejudice to the rights of the authority hereinabove, if an applicant is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such applicant shall not be eligible to participate in any tender or RFP issued by the authority during a period of 2 (two) years from the date such applicant is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - I. "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or

after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- II. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- III. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- IV. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- V. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

31. Force Majeure

- i. **Definition:** For the purposes of this Lease Agreement, "Force Majeure Event" shall mean any event or circumstance beyond the reasonable control of either Party, including but not limited to acts of God, natural disasters, wars, terrorism, strikes, lockouts, labour disputes, governmental actions or regulations, and any other events that make it impossible or commercially unreasonable for either Party to perform its obligations under this Lease Agreement.
- ii. **Effect of Force Majeure:** In the event that either Party is prevented, delayed, or hindered from performing its obligations under this Lease Agreement due to a Force Majeure Event, such Party shall promptly notify the other Party in writing of the occurrence of the Force Majeure Event and the impact it has on its ability to perform. The Party affected by the Force Majeure Event shall be excused from

performance of its obligations to the extent and for the duration that such performance is affected by the Force Majeure Event.

- iii. **Mitigation:** The Party invoking the Force Majeure Event shall take all reasonable steps to mitigate the effects of the event and to resume performance of its obligations under this Lease Agreement as soon as practicable after the Force Majeure Event ceases to exist.
- iv. **Rent and Lease Term:** In the event of a Force Majeure Event that substantially prevents the operation of the leased store, both Parties agree to negotiate in good faith to determine an equitable solution. This may include adjustments to the rent, lease term, or other terms of this Lease Agreement. If the Force Majeure Event continues for a period exceeding 03 months, either Party may terminate this Lease Agreement by providing written notice to the other Party.
- v. **Notice:** Any notice or communication required or permitted to be given under this Force Majeure Clause shall be in writing and delivered personally, sent by registered mail, or by electronic means, such as email, to the addresses provided in the Lease Agreement.
- i. **Governing Law:** Force majeure or any other clauses are subject to the consideration by the State Government concerned

APPENDIX

Annexure A

Sr. No.	District Name	Location	Area
1	Hisar	Ganpati Plaza, Hisar	760 Sq.ft.
2	Sirsa	Rori Bazar, Sirsa	756 sq.ft.
3	Sirsa	HUDA Complex, Sirsa	648 sq.ft
4	Karnal	Vishal Complex, Azad Nagar, Karnal	1500 sq.ft
5	Rewari	Shop No. 26, 27, 28, Bawal Rd. Opp. Brass Market, Rewari	1200 sqft.
6	Ambala	Unicon Instruments, Buld. No. 5745, Nicholson's Rd. Ambala Cantt	948 sq.ft.
7	Bhiwani	Luxmi Tower, Dinod Gate, Bhiwani	746 sq.ft
8	Jind	Near Surya Resort and Police Thana, Jind	700 sq.ft.
9	Yamuna Nagar	Jagadhari Road, Near SBI Bank, Yamuna Nagar	1572 sq.ft.
10	Kurukshetra	SCO 31, Sec-13, Kurukshetra	1296 sq.ft.
11	Palwal	Agra Chowk, Near HDFC Bank, Main Delhi Mathura Road, Palwal	1500 sq.ft.
12	Fatehabad	Near Jawahar Chowk, Fatehabad	1000 sq.ft
13	Rohtak	Delhi Bypass Road, Near LIC office	1005 sq. ft.

List of Prohibited items

1. All tobacco and tobacco related products
2. Any and all Alcohol related products
3. Illegal drugs
4. Stolen items
5. Fireworks
6. Any other items as defined as such from time to time

Form Tech 1 - Technical Proposal Submission Form

To
The Managing Director
Haryana State Co-operative Supply and Marketing Federation Limited
Sector-5, Panchkula.

Sir,

RFP NO: _____ For Selection of Agency to Run and Operate HAFED Bazaars in Haryana on lease model.

We, the undersigned, offer to provide our proposal for the assignment 'For Selection of Agency to Run and Operate HAFED Bazaars in Haryana on lease model' in accordance with your Request for Proposal dated _____. We are hereby submitting our Proposal only through online mode, which includes Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Document Control sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature with date:

Name of authorized signatory

Seal of Agency

Form Tech 2 Details of Bidder

Form: Details of the Bidder	
Name of the applicant / firm / Company / Institute	
Date of Incorporation and registration details	
Field of operation	
Experience in Similar Business (Years of operation)	
Date of Commencement of Business	
Address of Headquarters	
Address of the Registered Office in India	
Contact detail of Authorized person (name, address, phone no. and email)	

Form Tech 3 – Experience of bidder

Store Name
Store Location
Address
Total Annual Sales
Date of Establishment
Narrative description of stores

Note: Please provide the relevant document for each store

Form Tech 4- Registration Certificates

(On Agency's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is certify that this Agency has given below statutory registrations, photocopy of which are annexed hereto.

Sr.No.	Registration for	Registration No.	Date of Registration
1	PAN		
2	TAN		
3	GST		
4	Shop & Establishment		
5	OTHERS		

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Form Tech 5- Chartered Accountant Certificate

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. having its Registered Office had achieved the following level of Turnover in respect for the financial years mentioned hereunder:

Particulars	2020-21	2021-22	2022-23
Turnover			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors/Chartered Accountants:

Name:

Seal

Place:

Date:

Financial Bid for Annual Lease Amount

S. No.	Hafed Bazaar	Minimum Bid (all amounts in Lakhs)	Bid Quoted
1	Hisar Hafed Bazaar, Ganpati Plaza, Red Square Market, Near Union Bank	6	
2	Sirsa Hafed Bazaar, PNB Street, Rori Bazar, Sirsa	12	
3	Sirsa Hafed Bazaar, Shop No. 42, HUDA Complex, Opp. Town Park	5	
4	Rewari Hafed Bazaar, Shop No. 26, 27 & 28 near Bawal Road, Opp. Brass Market, Model Town	14	
5	Kurukshetra, Hafed Bazaar, SCO-31, Sec-13	7	
6	Ambala Cantt. Hafed Bazaar, Unicon Instruments, Building No. 5745, Nicholsons Road	9	
7	Fatehabad, Hafed Bazaar, Near Jawahar Chowk	3	
8	Karnal Hafed Bazaar, Vishal Complex, Azad Nagar, Hansi Chowk	13	
9	Bhiwani Hafed Bazaar, Luxmi Tower near Dinod Gate Chowk, Shashtri Nagar	4	
10	Jind Hafed Bazaar, Near Surya Resort and Police Thana, Safidon Road	4	
11	Palwal Hafed Bazaar, Agra Chowk near HDFC Bank, Main Delhi Mathura Road	8	
12	Yamuna Nagar Hafed Bazaar, Jagadhari Road near SBI Bank	8	
13	Rohtak Hafed Bazaar, Delhi Bye Pass Road	8	
	Total for all Hafed Bazaar outlets	100	

Note:

1. The interested bidders are allowed to submit their bid for one or more than one Hafed Bazaar.
2. Preference will be given to the party submitting the bid for maximum / all Hafed Bazaars.
3. We agree to enhance 10% increase in the quoted lease amount every year.