Request for Proposal (RFP)

for

Engagement of Firm for Marketing, Business Customer Development, Commercial Utilization, Operation & Maintenance of Core Processing Facilities at the Mega Food Park, IMT Rohtak

(02-09-2026)

Issued By:

Haryana State Cooperative Supply and Marketing Federation Limited HAFED, Sector 5, Panchkula-134109, Haryana, INDIA
Phone No. 0172-2590520, 2590524, 2590526

DISCLAIMER

The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email, by or on behalf of HAFED, is provided on the terms and conditions set out in this document. 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, in their absolute discretion, but without being under any obligation to do so, may 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 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 final 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 RFP document does not claim to contain all the information each Bidder may require.

The possession or use of this RFP in any manner contrary to any applicable law and notified law is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

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.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Authority. All such costs and expenses will be incurred and borne by the Bidder, and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process (hereinafter defined).

The Bidders are prohibited from any form of collusion or arrangement to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

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.

The Authority and its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

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 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 & responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competencies to participate in this RFP and to provide all the services and deliverables under the RFP to HAFED.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). If the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.

	Table of Contents	Pg. No.

Glossary

Term	Explanation
Authority	Authority shall refer to Haryana State Cooperative Supply and Marketing Federation Limited
Bidder	Interested Firms/agencies for undertaking the Marketing, Operation & Maintenance of Core Processing Facilities at the Mega Food Park, IMT Rohtak and who submit the Technical Bid & Financial Bid for the same as per this RFP. The Bidder may be a Single Entity or a Consortium
Consortium	Shall mean a group of companies that have jointly submitted the proposal for the Project
EMD	Earnest Money Deposit
Facility	Facility shall refer to the common facilities available at the Mega Food Park at IMT Rohtak such as, Multipurpose Cold Storage, Deep Freezer, Peas Processing line with IQF, Boiler for Processing Line with Material Handling Equipment's, weighing facility collection system and bagging units with associated accessories which shall be marketed, operated and maintained by the successful Bidder.
FAQ	Frequently Asked Questions
HAFED	Haryana State Cooperative Supply and Marketing Federation Limited
LOA	Letter of Acceptance
MFPS	Mega Food Park Scheme
MoFPI	Ministry of Food Processing Industry
PBG	Performance Bank Guarantee
PDD	Proposal Due Date
Project	Marketing, Operation & Maintenance of Core Processing Facilities at the Mega Food Park, IMT Rohtak
RFP	Request for Proposal
Selection Process	The Highest Cost selection comprising of technical evaluation based on turnover and experience and financial evaluation.
TOR	Terms of Reference

Document Control Sheet

#	Information	Details
1.	RFP publishing date	02-09-2026 (5.00 PM)
2.	Pre-Bid Meeting	09-09-2026 (11.00 AM)
3	Corrigendum, if any	16-09-2026 (5.00 PM)
4	Last date and time for submission of proposals/ Proposal due date	Till 11:00 AM on 30-09-2026
5.	Date of opening of Technical Bid	At 11:30 AM on 30-09-2026
6.	Date of opening of Financial Bid	Will be communicated in due course of time
7 (i)	Details of Contact Person for queries related to the Bid and the Bidding Process	Mr. Saurabh Agnihotri (DGM – Systems, HAFED), M: +91 9356055228
7 (ii)	Details of Contact Person for queries related to the site and site visit	Mr. Rajesh Hooda (General Manager – Mega Food Park, IMT Rohtak), M: +91 9354224154
8.	Office and Correspondence Address	Mr. Saurabh Agnihotri, Haryana State Cooperative Supply and Marketing Federation Limited HAFED, Sector 5, Panchkula-134109, Haryana, INDIA Phone No. 0172-2590520-24
9.	Submission mode	Online at https://etenders.hry.nic.in/
10.	Tender Fee	INR 5,000/-
11.	E-Service Fee	INR 1,000/- + 18% GST
12.	Bid EMD	INR 2,00,000/- (Indian Rupess Two Lakhs/-)
13.	Reserve Annual Contract Fee (ACF)	INR 1.50 Crore
14.	Performance Bank Guarantee (PBG)	Six (6) months rental in advance of Annual Contract Fee (ACF).
15.	Contract Period	Initially for a period of 7 years which can be extended further 3 years on mutual consent.
16.	E-mail	hafed-ho@hafed.gov.in
17.	Website	HAFED website: https://hafed.gov.in E-tendering website: https://etenders.hry.nic.in/

Note

1. This document is non-transferable and non-refundable.
2. In case a Holiday is declared on any day, the event will be held on the next working day at same time and same venue.

1. Background

1.1 HAFED Profile

Haryana State Cooperative Supply and Marketing Federation Limited **("HAFED")**, HAFED is the largest Apex Cooperative Federation of the State of Haryana. It came into existence on 1st, November 1966 with formation of Haryana as a separate State. The main objectives of HAFED are:

a) Supply of agricultural inputs such as fertilizers, insecticides, pesticides, certified seeds etc.
b) Make arrangement for marketing, processing of agricultural and allied products and
c) Facilitate the working of affiliated Co-operative Societies

For achievement of these objectives, major activities of HAFED are supply of agricultural inputs namely fertilizer, pesticides, certified seeds etc.; procurement/ purchase of food-grains e.g. wheat, barley, gram, purchase and processing of paddy, oilseeds etc.

HAFED has completed the construction of a Mega Food Park at Rohtak. The park is spread over an area of 50 acres and has been developed under the Mega Food Park Scheme **("MFPS")** of the Ministry of Food Processing Industry technical. The Park consists of 80 industrial plots, 24 standard design factories, administrative building with conference rooms, training center, agricultural shops, auditorium, canteen etc., common processing facilities such as Chiller Chambers, Deep Freezers, Dual Application Chambers, Peas Processing Line with IQF, Boiler for Processing Line, and basic enabling infrastructure such as a road network, sewerage system, effluent treatment plant, water distribution system, effluent collection etc.

1.2 Project Background

1.2.1 HAFED has completed the development of a Mega Food Park at Rohtak, Haryana. Spread over an area of 50 acres the Park has been developed under the Mega Food Park Scheme **("MFPS")** of the Ministry of Food Processing Industry **("MoFPI")**, Government of India.

1.2.2 The HAFED Mega Food Park comprises of 80 industrial plots, 24 standard design factories, dry warehouse facility, silos, common Core Processing Facility such as Chiller Chambers, Deep Freezers, Dual Application Chambers, Peas Processing Line with IQF, Boiler for Processing Line, and basic enabling infrastructure like road network, sewerage system, effluent treatment plant, water distribution system, effluent collection etc.

1.2.3 The Food Park has been conceptualized, planned and designed based on the demand driven hub and spoke model with strong backward and forward linkages. The food park was established with the objective of creating modern enabling infrastructure for setting up a food processing industry. It contains the Core Processing Facility **("CPC")** at its Hub and Spokes model.

1.2.4 The CPC shall be the hub of value addition and combines collection, agro-processing, quality control and food testing, trade and other related activities. These functions are spatially and ecologically clustered to create economies of scale through mutually beneficial use of infrastructure.

1.2.5 A few glimpses of the project site are as below (To be provided by HAFED)

1.3 Location (To be provided by HAFED)

The Mega Food Park is ideally located at IMT Rohtak on National Highway - 9, linking Delhi with Rohtak

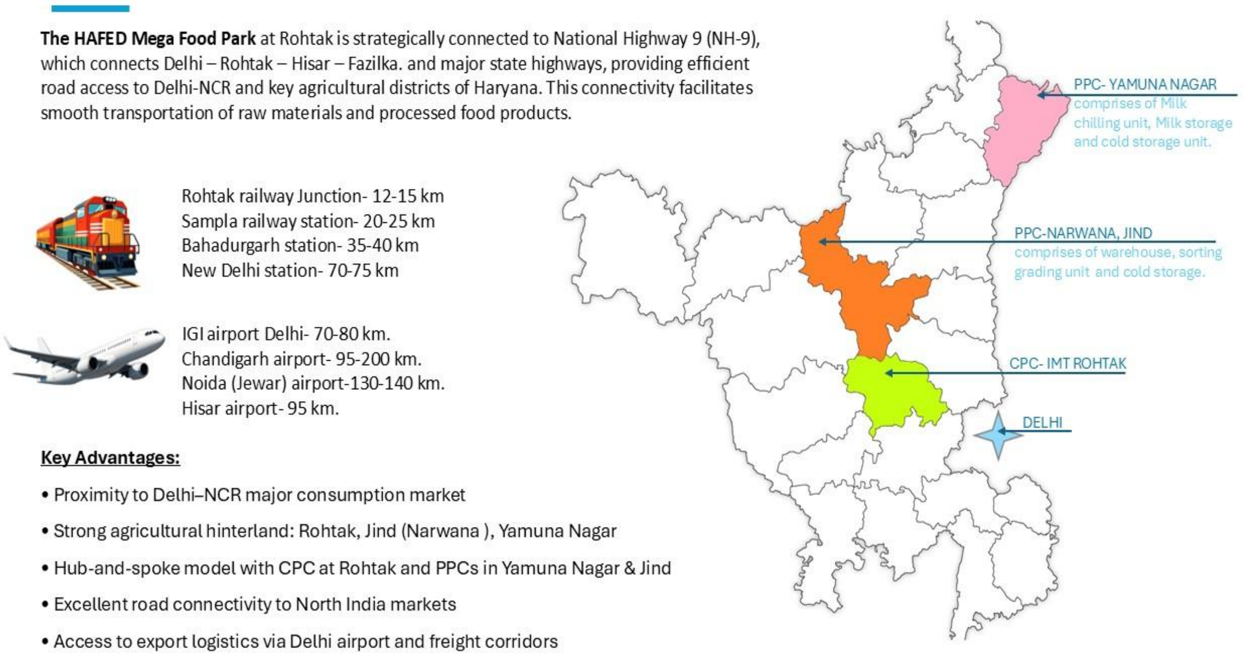

Figure 2: Location Advantages of Mega Food Park

1.4 Transaction Overview

1.4.1 The construction of the Mega Food Park, IMT Rohtak has been completed by HAFED.

1.4.2 The Request for Proposal **("RFP")** document seeks to invite bids from interested firms/agencies for Marketing, Operation & Maintenance of Cold Storage Facilities including Cold Storage, Peas Processing Line with IQF, Boiler for Processing Line, Machine Handling Equipment (MHE) at Core Processing Facilities at the Mega Food Park, Rohtak **("Facility")**. In this RFP, the term **"Bidder"** refers to the interested Firms/agencies for the Project.

1.4.3 The Bidder(s) may be a Single Entity or **Consortium** of upto 2. Bidder(s) should provide information sought herein in the prescribed formats in order to accurately establish their qualification to market, operate, maintain and manage the Facility at the HAFED Mega Food Park.

1.4.4 The Bidder will market the facility, manage the day-to-day operation/business of the Facility and keep the common facilities in proper working condition.

1.4.5 In lieu of the right to Market, Operate and Maintain the Facility, the successful Bidder will pay HAFED an Annual Contract Fee on annual cumulative basis in advance on quarterly basis. The Annual Contract Fee shall be increased 7% every year.

1.4.6 The term of the contract initially shall be for a period of 7 years which can be extended further 3 years on mutual consent.

2. Schedule of Tendering Process

2.1 HAFED shall endeavour to adhere to the following schedule:

S.No.	Information	Details
1.	**RFP publishing date**	**02-09-2026 (5.00 PM)**
2.	**Pre-Bid Meeting**	**09-09-2026 (11.00 AM)**
3.	**Last date and time for receipt of pre-bid queries**	**10-09-2026 (5.00 PM)**
4.	**Corrigendum (if any)**	**16-09-2026 (5.00 PM)**
5.	**Last date and time for submission of proposals/ Proposal due date**	**Till 11:00 hours on 30-09-2026**
6.	**Date of opening of Technical Bid**	**At 11:30 hours on 30-09-2026**
7.	**Opening of Financial Proposals**	Will be communicated in due course of time
8.	**Letter of Intent (LOI)**	Will be communicated in due course of time
9.	**Signing of Bidder Agreement**	Will be communicated in due course of time

3. Purpose

3.1 HAFED intends to engage a competent firm or agency ("Bidder") for the marketing, business development, commercial utilisation, and operation & maintenance of the Central Processing Centre (CPC) at the Mega Food Park, IMT Rohtak.

3.2 Ownership of the Facility, the building and all plant, machinery and equipment, remains with HAFED at all times. The Bidder is engaged solely to market, operate, maintain and manage the Facility; the Bidder does not acquire ownership of any asset at any stage.

4. Key Terms Used in This RFP

4.1 "Facility" or "CPC" means the Core Processing Centre at Mega Food Park, IMT Rohtak, as described in Section 5, together with all plant, machinery and equipment handed over to the Bidder.

4.2 "Authority" means HAFED, acting through its authorised representative for the purposes of this contract.

4.3 "Bidder" means the firm, agency, or consortium selected to market, operate and maintain the Facility, and, after execution of the Agreement, the "Successful Bidder" or "Operator".

4.4 "Annual Contract Fee (ACF)" means the annual fee payable by the Bidder to HAFED for the right to operate the Facility, as quoted in the Financial Proposal and escalated per Section 7.

4.5 "Performance Bank Guarantee (PBG)" means the bank guarantee furnished by the Successful Bidder to secure performance of the Agreement.

5. Facilities

5.1 The Facility to be marketed, operated and maintained by the Bidder comprises the following, located on a 2-acre site at IMT Rohtak:

#	Facility Component	Specification
1	Multipurpose Cold Storage	5,000 MT capacity
2	Deep Freezer	1,500 MT capacity
3	Peas Processing Line with IQF	1.5 MTPH
4	Boiler for Processing Line	2 TPH
5	Material Handling Equipment	2 Reach Trucks, 2 Electric Forklifts, 2 Electric Pallet Trucks, 12 Hand Pallet Trucks
6	Double Deep Racking System	As per inventory at handover
7	Pallets and Crates	As per inventory at handover

5.2 The Facility including the building (internal electrification, fire-fighting, all MEP works, water and drainage systems, and every other component) and all plant and equipment will be handed over to the Bidder in full. A detailed inventory of all assets will be prepared and agreed at the time of work award.

5.3 A Joint Inspection Report, recording the condition of all facilities, equipment and assets, will be prepared by HAFED and the Bidder together before physical possession is handed over. This report will form part of the Agreement.

6. Eligibility Criteria

A Bidder must meet every criterion (all five) below. Bidders must also hold all statutory, regulatory and corporate approvals needed to submit a proposal and enter into this contract under Indian law.

6.1 Legal Entity: The Bidder should be registered for at least 3 years as a company, LLP, Board/ Corporation of a Government Department, proprietary or partnership firm, cooperative society, or trust.

6.2 Single Entity or Consortium: The Bidder may bid alone or as a consortium of up to 2 members. Every consortium member must be a legal entity registered in India. No entity may appear in more than one bid, whether alone or as part of a consortium.

6.3 Turnover & Net Worth: The bidder should have average annual turnover of at least ₹2 crore over the last 3 financial years (up to 31 March 2026). Must have been profitable in each of those 3 years and have a positive net worth.

6.4 Experience: The Bidder should have atleast 3 years' experience in operation, maintenance, trading, or infrastructure for food processing, logistics, or agri-business including cold storage, warehousing, cold chains, IQF, processing lines, or ripening chambers.

6.5 Non-Blacklisting: The Bidder should not currently blacklisted, debarred, or banned by any Central or State Government department, PSU, cooperative institution, statutory authority, or financial institution in India.

7. Bid Process & Evaluation

7.1 Two-Stage Evaluation

7.1.1 Bids are evaluated in two stages: Technical Proposals first, followed by Financial Proposals of only those Bidders who qualify technically.

7.2 Technical Evaluation

7.2.1 Technical Proposals will be opened on the date and time notified under Key Dates, in the presence of Bidders who wish to attend.

7.2.2 HAFED will examine each Technical Proposal against the eligibility criteria in Section 6 and the supporting documents submitted.

7.2.3 HAFED may, at its discretion, seek written clarification from a Bidder on its Proposal. Clarification will not be used to alter, modify, substitute, or add to the original submission.

7.2.4 A Proposal that does not meet the eligibility criteria is non-responsive and will be rejected. No request for alteration, modification, substitution, or withdrawal will be entertained in respect of a rejected Proposal.

7.2.5 Validity of the Proposal: The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date **(the "PDD")**.

7.3 Financial Evaluation

7.3.1 Only the Financial Proposals of technically qualified Bidders will be opened.

7.4 Reserve Price for the Annual Contract Fee

7.4.1

Core Processing Facilities	Reserve Price for Annual Contract Fee (ACF)
Engagement of Firm for Marketing, Business Customer Development, Commercial Utilization, Operation & Maintenance of Core Processing Facilities at the HAFED Mega Food Park, IMT Rohtak	₹1.50 Crore

7.4.2 A Financial Proposal quoting an ACF below this reserve price will be summarily rejected.

7.5 Moratorium & Escalation

7.5.1 A moratorium applies for the first two quarters of the contract, during which 50% of the quarterly ACF is payable, to allow the Bidder to operationalise the Facility. Full ACF becomes payable from the third quarter onward.

7.5.2 The ACF will be escalated by 7% annually compounded until the end of the contract.

7.5.3 GST, duties and surcharges, as applicable, are payable separately, over and above the ACF.

7.6 Basis of Selection

7.6.1 This is a revenue contract: HAFED is inviting Bidders to pay HAFED for the right to operate the Facility, not the reverse. Selection is therefore made on the Highest Quoted ACF, not the lowest cost.

7.6.2 The Bidder proposing the highest ACF will be finalised for selection. The Bidder with the second-highest quoted ACF will be kept in reserve.

7.6.3 If necessary, HAFED may call the first-ranked Bidder for negotiation before final selection.

8. Award of Contract

8.1 The Bidder proposing the highest ACF will be selected, subject to Section 7.6.

8.2 Subject to the Agreement, the Bidder indemnifies HAFED, up to the value of the Agreement, for any direct loss or damage caused by a deficiency in the Bidder's services.

8.3 After selection, HAFED will issue a Letter of intent (LOI) in duplicate. The Bidder must sign and return the duplicate copy within 7 days of receipt, acknowledging its acceptance.

8.4 If the signed duplicate LOI is not received by the stipulated date, HAFED may unless it agrees to an extension cancel the LOI and consider the second-ranked Bidder.

8.5 After acknowledging the LOI and submitting the Performance Bank Guarantee, the Bidder must execute the Agreement within the period prescribed.

8.6 The Bidder may not seek any deviation from the terms of the Agreement at the signing stage.

8.7 The Bidder must commence work within 45 days of the date of the Agreement, or such other date as mutually agreed. If the Bidder fails to sign the Agreement or commence work as required, HAFED may invite the second-ranked Bidder for negotiation, and the LOI or Agreement may be cancelled or terminated.

9. Bidder's Operating Responsibilities

The responsibilities below are grouped by theme; they carry forward, in simplified language, every obligation identified in the original document.

9.1 Marketing & Business Development

9.1.1 Generate business for the Facility by marketing it to industries and departments seeking fruit and vegetable processing services.

9.1.2 Give preference to units already operating within the Mega Food Park for access to common facilities.

9.1.3 Ensure maximum capacity utilisation of the Facility.

9.2 Operation & Maintenance Standard

9.2.1 Operate and maintain the Facility on a day-to-day basis for the full contract period, including routine and periodic preventive and corrective maintenance, so that equipment condition does not deteriorate beyond normal wear and tear.

9.2.2 Follow manufacturer manuals and warranty conditions for all equipment; coordinate with manufacturers, with HAFED's approval, to claim warranty support where applicable.

9.2.3 Operate and maintain the Facility in line with applicable laws, accrediting institutions, GMP requirements, ISO 2000, and standard food-processing practices.

9.2.4 Carry out annual repair and maintenance of common areas, including whitewash/painting of exterior walls and maintenance of plant and machinery.

9.2.5 Take immediate steps to repair and rectify any defect and restore normal operating condition in the event of disruption or breakdown.

9.3 Manpower

9.3.1 Provide, at its own cost, all manpower required for marketing, operation, maintenance, housekeeping, and security of the Facility, in line with industry norms.

9.4 Financial Responsibilities

9.4.1 Bear all costs of repair, maintenance, operation and marketing of the Facility, including administrative overheads, manpower expenses, consumables, fuel, electricity, and water supply and treatment during the contract Period. The Bidder can claim any manufacturer's guarantee / warranty to be affected if and as applicable for this purpose and will coordinate with the manufacturer for this purpose with due coordination and approval of HAFED. The bidder will bear all the AMC expenses.

9.4.2 Meet all finances required for management of the Facility, including payment of utility bills (power and water), charges due to local authorities, and municipal property taxes.

9.4.3 Purchase, stock and maintain adequate spares, materials and consumables needed for regular operation and maintenance.

9.5 Revenue Collection

9.5.1 Revenue is generated from industrial units using the Facility on a user-fee basis. The Bidder is responsible for timely collection of these user fees from all units.

9.7 Other Use of the Facility

9.7.1 The Bidder may use, or allow use of, the Facility for activities not envisaged in this RFP only with HAFED's prior written approval. HAFED's decision on any such request is final and binding.

9.8 Periodic Reporting

9.8.1 Submit to HAFED, within 7 days of the end of each month, a report covering: the condition of the Facility, compliance with maintenance requirements, a Capacity Utilisation Statement, compliance with the Suppliers' Manual and Safety Standards, and any other relevant marketing-development information requested.

9.9 Common Infrastructure Charges

9.9.1 Pay maintenance/user charges for common infrastructure including the Sewage/Stock Throughput Policy (STP), internal roads, and utilities on the same basis as other allottees/ users within the park.

9.10 Insurance

9.10.1 Procure, at its own cost, full insurance cover for the Facility, and share the relevant policy information with HAFED. Cover must include: Fire, STP, Earthquake and Flood (for the building and plant & machinery, as applicable), Third-Party Liability, Medical Insurance, and Workmen's Compensation, among others.

9.10.2 Insure all plant, machinery and major assets, as per the inventory agreed at the time of work award.

9.10.3 Maintain adequate insurance cover so that insurance proceeds can meet the replacement cost of any asset lost or damaged through vandalism, theft, or tampering; any shortfall is to be borne by the Bidder.

9.11 Liability & Indemnity

9.11.1 Bear full responsibility for any loss of property or life occurring during the contract period; HAFED will not be liable for such claims. The Bidder is responsible for any resulting third-party claims.

9.11.2 Indemnify HAFED against any loss, injury, or damage arising from the Bidder's activities or those of its employees, including loss caused by wilful misconduct, fraud, negligence, breach of confidentiality, or non-performance.

9.12 Lawful Use

9.12.1 Ensure that the Facility is not used, in whole or in part, for any unlawful or anti-social activity, and is used solely for the purposes of this contract during the contract period.

9.13 Handover at Contract End

9.13.1 At the end of the contract, hand over the premises with all fixtures, fittings and equipment as per the inventory taken at handover, plus any agreed additions made during the contract period in working condition.

10. Modifications & Enhancements to the Facility

10.1 If the Bidder wishes to improve the Facility, add new machinery, install solar panels for electricity supply, or remove existing plant and machinery etc. without changing the existing structure of the building, it must first seek HAFED's permission. HAFED will respond to such a request within 30 days.

10.2 Any modification or addition to plant or machinery relating to food processing requires HAFED's prior approval, subject to applicable Government norms and scheme guidelines.

11. Food Safety — Permitted & Restricted Use

Because the Facility sits within a designated Mega Food Park, it must be used exclusively for the storage and processing of items intended for human consumption, in strict compliance with food safety and hygiene standards.

11.1 Permitted Items

- Agricultural produce
- Fresh fruits and vegetables
- Processed foods
- Dairy products
- Frozen foods

11.2 Strictly Prohibited Items

Under no circumstances may the Bidder store the following, including but not limited to:

- Industrial chemicals, solvents, or paints
- Fertilizers, pesticides, or insecticides
- Pharmaceuticals or medical supplies (unless explicitly approved in writing by HAFED and stored in a fully isolated chamber)
- Hazardous, toxic, or flammable materials
- Any non-food-grade raw materials

11.3 Hygiene

11.3.1 Even for permitted items, the Bidder must maintain strict hygiene standards at all times.

11.4 HAFED's Right to Inspect, Reject & Dispose

11.4.1 HAFED may immediately inspect, reject, and safely dispose of any unauthorised material found stored at the Facility, at the Bidder's risk and cost.

11.5 Penalty for Non-Compliance

11.5.1 Storing a prohibited or non-food item is a severe breach of this contract and of food safety law. A penalty of ₹15,000 will be levied per occurrence.

11.5.2 Repeated violations will result in immediate termination of the contract, forfeiture of the

Performance Bank Guarantee, and legal action for endangering food safety.

12. Inspection, Reporting & Audit

12.1 HAFED's authorised representative may inspect the Facility as frequently as desired, and will record findings in an O&M Inspection Report covering defects, deficiencies, customer complaints (if any), and safety/security issues a copy of which will be shared with both HAFED and the Bidder.

12.2 The Bidder must conduct an annual inspection of machinery, addressing any needed repair or maintenance, and submit a self-certified inspection report to HAFED in the first month of each new financial year, for the full contract period.

12.3 The Bidder must also conduct an asset audit at the start of every financial year, and submit the report to HAFED within one month of the start of that year. The cost of any such audit is borne by the Bidder.

13. Utilities

13.1 Separate electricity connections will be provided for the space retained by HAFED and the space operated by the Bidder. The Bidder is responsible for the electricity bill of the unit it operates and manages.

13.2 The Bidder must comply, from time to time, with instructions issued by all relevant statutory authorities including HSPCB, CPCB, NGT, CAQM, and MOFPI, as applicable to the project. Any resulting upgradation of infrastructure or machinery is to be carried out at the Bidder's own cost.

14. HAFED's Obligations

14.1 Provide the Bidder hindrance-free access to the Facility, subject to the terms of the Agreement.

14.2 Prepare, jointly with the Bidder, an inspection report covering all facilities, equipment and assets before handing over physical possession this report forms part of the Agreement (see Section 5.3).

14.3 Ensure the availability of requisite clearances, utilities, and basic enabling infrastructure for the Facility.

14.4 Ensure that the Facility is used by the processing units located within it, consistent with the purpose of this contract.

15. Payment Terms & Late Payment Penalty :

15.1 The Bidder shall pay the agreed Annual Contract Fee (ACF) to HAFED in advance on a [Quarterly] basis by the 7th day of the first month of the billing cycle. Any delay in the payment of the fee or utility bills beyond the due date shall attract a delayed payment surcharge at the rate of 15% per annum for the period of delay. Continuous default for more than 60 days shall be treated as an Event of Default leading to termination.

16. Contract Period

16.1 The term of the contract shall be initially for a period of 7 years, which can be further extended for 3 years on mutual consent.

17. Instructions to the Bidder for E-Tendering

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

Registration of Bidders on e-tendering Portal:

All the Bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal of the Government of Haryana i.e. https://etenders.hry.nic.in. Please visit the website for more details.

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 and 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. 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. Class-II digital signature will only work if it is already mapped with the user ID on the said tendering site.

- Bid for a particular tender must be submitted online using the digital certificate. 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 a safe place and 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 Bidder has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per the 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 tender 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.

Opening of an Electronic Payment Account:

For purchasing the tender documents online, Bidders are required to pay the tender documents fees online using the electronic payments gateway service integrated with the system. For online payments guidelines, please refer to the Home page of the e- tendering Portal http://etenders.hry.nic.in

Pre-requisites for online bidding:

In order to bid online on the portal http://etenders.hry.nic.in the user machine must be updated with the Java & DC setup with versions as mentioned on the Home page of the e-tendering Portal. The link for downloading latest java applet & DC setup are also available on the Home page of the e-tendering Portal.

Online Viewing of Detailed Notice Inviting Tenders:

The Bidders can view the detailed Notice Inviting Tender and the time schedule (Key Dates) for all the tenders floated through the single portal e-tendering system on the Home Page at http://etenders.hry.nic.in

Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-tendering portal http://etenders.hry.nic.in

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.

Bid Preparation (Technical & Financial), Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:

- 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 can be made by eligible Bidders/ contractors online directly
- through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS/ NEFT.
- The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.
- The Bidders shall upload their technical proposal containing relevant technical qualification documents, business plans, A&M presentations, CVs, forms etc. as per the terms and conditions of this RFP except the rates (financial bid) under the technical proposal.
- The Bidders shall submit the financial bid or price bid proposal online under the commercial envelope.

Note:

(A) If Bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.

(B) 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

(C) For help manual please refer to the 'Home Page' of the e-tendering website at https://etenders.hry.nic.in and click on the available link 'How to. ?' to download the file.

Guideline for Online Payments in e-tendering:

Post -registration, Bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

A. Net Banking

B. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Net Banking

The procedure for paying through Net Banking will be as follows.

- Bidder selects Net Banking option in e-tendering portal.
- The e-tendering portal displays the amount to be paid by Bidder.
- Bidder clicks on "Continue" button
- The e-tendering portal takes the Bidder to Net Banking payment gateway screen displaying list of Banks
- Bidder chooses his / her Bank
- The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- Bidder enters his account credentials and confirms payment
- The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net

Banking gateway which is confirmed back to e-tendering portal.

- The page is automatically routed back to e-tendering portal
- The status of the payment is displayed as "successful" in e-tendering portal.

The e-tendering portal also generates a receipt for all successful transactions. The Bidder can take a print-out of the same. The e- Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) RTGS/ NEFT

The Bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, Bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 79000 bank branches and would enable the Bidder to make the payment from almost any bank branch across India.

- Bidder shall log into the client e-tendering portal using user id and password as per existing process and selects the RTGS/NEFT payment option-ii. Upon doing so, the e-tendering portal shall generate a pre-filled challan. The challan will have all the details that is required by the Bidder to make RTGS-NEFT payment.

- Each challan shall therefore include the following details that will be pre-populated:
    - Beneficiary account no: (unique alphanumeric code for e-tendering)
    - Beneficiary IFSC Code:
    - Amount:

    - Beneficiary bank branch:
    - Beneficiary name:
- The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- The Bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- Post making the payment, the Bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of banks

Allahabad Bank	J & K Bank
Axis Bank	Karnataka Bank
Bank of Bahrain and Kuwait	Kodak Mahindra Bank
Bank of Baroda	Karur Vysya Bank
Bank of India	Punjab National Bank
Bank of Maharashtra	Oriental Bank of Commerce
Canara Bank	South Indian Bank
City Union Bank	Standard Chartered Bank
Central Bank of India	State Bank of India
Catholic Syrian Bank	Tamil Nadu Mercantile Bank
HSBC Bank	Union Bank of India
Deutsche Bank	United Bank of India
Development Credit Bank	Vijay Bank
Dhanlaxmi Bank	Yes Bank
Federal Bank	
HDFC Bank	
ICICI Bank	
IDBI Bank	
Indian Bank	
Indian Overseas Bank	
IndusInd Bank	
ING Vysya Bank	

The Bidders shall prepare both Technical Proposal and Financial Proposal in the format specified in the Appendix of this RFP and upload the same on the e-tendering portal. All the Bidders intending to participate in the tender process online are required to get registered on the e-tendering portal i.e. https://etenders.hry.nic.in/. Please visit the website for more details.

Documents

The documents of the Proposal shall comprise of,

Tender document fee, e-service fee and Bid EMD	i. Tender Document and e-service fee of INR 6,180 inclusive of GST (Indian Rupees Six Thousand One Hundred and Eighty Only inclusive of GST) by Bank Transfer in the A/c of HAFED as specified on the e-tender portal. The Scanned copy of proof of bank transfer of requisite amount shall be submitted online. ii. Bid EMD INR. 2,00,000/- (Indian Rupees Two Lakhs Only/-) as per Section 2.25 of this RFP document. The Scanned copy of Proof of submission of EMD shall be submitted online.
Technical Proposal	**a. Appendix – 1: Technical Proposal** Form A: Letter Comprising the Bid Form B: Details of the Bidder Form C: Technical Qualification Criteria Form D: Financial Qualification Criteria Form E: Information Regarding Current Litigation or Abandonment of Work Form F: Eligibility Criteria Affidavit Form G: Deviation Statement Form H: Undertaking Form I: Statement of Legal Capacity **b. Appendix – 2: Power of Attorney** Appendix 2A: Power of Attorney for sole Bidder Appendix 2B: Power of Attorney for lead member of consortium **c. Appendix – 3: Performance Bank Guarantee** **d. Appendix – 4: Joint Bidding Agreement for Consortium**
Financial Proposal	**Appendix – 5,** Financial Bid as per format available on e-tender website

Note: Proposal shall contain information & detail about each member of the consortium wherever required as per the RFP.

APPENDIX

Appendix 1: Technical Proposal

A Bidder must meet every criterion (all five) below. Bidders must also hold all statutory, regulatory and corporate approvals needed to submit a proposal and enter into this contract under Indian law.

Parameter	**Criteria**	**Evidence**
Legal Entity	Registered for at least 3 years as a company, LLP, Board/ Corporation of a Government Department, proprietary or partnership firm, cooperative society, or trust.	Registration/Incorporation Certificate, Partnership Deed, or GST Registration Certificate, as applicable.
Single Entity or Consortium	May bid alone or as a consortium of up to 2 members. Every consortium member must be a legal entity registered in India. No entity may appear in more than one bid, whether alone or as part of a consortium.	Same as above, for each member.
Turnover & Net Worth	Average annual turnover of at least ₹2 crore over the last 3 financial years (up to 31 March 2026). Must have been profitable in each of those 3 years and have a positive net worth.	Statutory-auditor-certified audited Balance Sheet and P&L for the 3 financial years ending 31 March 2026.
Experience	At least 3 years' experience in operation, maintenance, trading, or infrastructure for food processing, logistics, or agri-business including cold storage, warehousing, cold chains, IQF, processing lines, or ripening chambers.	Relevant supporting documents (work orders, completion certificates, or equivalent). Undertaking for self-owned units.
Non-Blacklisting	Not currently blacklisted, debarred, or banned by any Central or State Government department, PSU, cooperative institution, statutory authority, or financial institution in India.	Self-attested undertaking.

Appendix 1: Form A

Letter Comprising the Bid

(on the letter head of the Bidder)

Dated:
To,
The Managing Director
Haryana State Cooperative Supply and Marketing Federation Limited HAFED, Sector 5,
Panchkula-134109, Haryana, INDIA

Sub: Engagement of Firm for Marketing, Business Customer Development, Commercial Utilization, Operation & Maintenance of Core Processing Facilities at the Mega Food Park, IMT Rohtak

Dear Sir / Madam,

1. With reference to the RFP document no...................... , I/we, having examined the RFP document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. I/ We acknowledge that HAFED will be relying on the information provided in the Proposal and the documents accompanying such Proposal of the Bidders, and we certify that all information provided in the Proposal and in Appendices are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for Engagement of Firm for Marketing, Business Customer Development, Commercial Utilization, Operation & Maintenance of Core Processing Facilities at the Mega Food Park, IMT Rohtak
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal statement.
5. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
   a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by HAFED.
   b. I/ We do not have any conflict of interest in accordance with the RFP document; and
   c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
   d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy the Technical & Financial criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a bid for the project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or have not any adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.
15. The Statement of Legal Capacity as per format provided at Appendix 1 of the RFP document, and duly signed, is enclosed. The power of attorney for signing of proposal and the power of attorney for Lead Member of consortium, as per format provided at Appendix 2 respectively of the RFP, are also enclosed.
16. I/ We hereby confirm that we [are in compliance of/ shall comply with] the requirements specified in this RFP document.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
19. I/ We certify that in terms of the RFP, my/our average annual turnover for last three financial years is Rs.……………….. (Rupees in words) and Net worth at the end of last financial year is Rs................................ (Rupees in words).
20. {We agree and undertake to be jointly and severally liable for all the obligations of the Bidder under the Service Level Agreement.}
21. I/ We agree and understand that the bid is subject to the provisions of the bidding documents. In no case, I/We shall have any claim or Right of whatsoever nature, if the project/ concession is not awarded to me/ us or our bid is not opened or rejected.

In witness thereof, I/ we submit this proposal under and in accordance with the terms of the RFP document. Yours faithfully,

Date:

(Signature, name and designation of the

Authorized Signatory) Place:

Name and seal of the Bidder/ Lead Member

Note: Paragraphs in parenthesis may be omitted, if not applicable, or modified as necessary

Appendix 1: Form B Details of the Bidder

(on the letter head of the Bidder)

1. Name of Bidder	
2. Address of the office(s)	
3. Date of incorporation and/or commencement of business	
4. PAN and GST Registration	
5. Brief description of the Bidder's main lines of business.	
6. Particulars of the Authorized Signatory of the Bidder	
(a) Name	
(b) Designation	
(c) Organization	
(d) Address	
(e) Telephone number	
(f) E-mail address	
(g) Fax number	
(h) Mobile number	
7. Organization structure	**Attach the organization chart showing the structure of the organization, including the names of the director and positions of the officers**
8. Detail of registration along with copy of registration	

Note: In case of a consortium, the information above should be provided for each member of consortium.

Appendix 1: Form C

Technical Qualification Criteria Documents

The Bidder should furnish the details of eligible experiences Bidding entity/ Parent Company of the bidding entity in case of wholly owned subsidiary/ Company or LLP or Boards & Corporation of Government Departments or Proprietary/ Partnership company owned (≥25% shareholding) by any of the Shareholder of the Bidding entity (≥25% shareholding in this entity) given below along with documentary evidence as described under section 6.

a) Experience in operation/ maintenance of cold storage/ warehousing/cold chains/ IQF/ Processing line/ Ripening Chambers/ Trading in fruits/ vegetable/ Food Products other similar activities in the 3 years ending March 31, 2026

S. No	Particular	Years of experience	Quantity (MT)	Value (INR. lakhs)	Accreditation/ Certifications

Appendix 1: Form D

Financial Qualification Criteria Documents Bidding entity/ Parent Company of the bidding entity in case of wholly owned subsidiary/ Company or LLP or Boards & Corporation of Government Departments or Proprietary/ Partnership company owned (≥25% shareholding) by any of the Shareholder of the Bidding entity (≥25% shareholding in this entity

1. **Financial Capabilities**

Financial Information (Rs. Lac)	2023-24	2024-25	2025-26
Total Assets			
Current Assets			
Total Liability			
Current Liability			
Profit Before Tax			
Profit after Tax			
Annual turnover			

Note: Audited Balance Sheet and P&L statements of last 3 financial years ending on 31 March 2026 must be attached

2. **Shareholding Certificate**

Shareholder	Number of Equity Shares Held	% Shareholding
Total		

3. **Declaration of Net Worth**

Particulars	Unit
Number of paid up equity shares (A)	
Face value of each share (B)	
Total paid up capital (C = A*B)	
Aggregate value of reserves created out of the profits and securities premium account (D)	
Aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off (E)	
Aggregate value of reserves created out of revaluation of assets, write-back of depreciation and amalgamation (F)	
Net worth (G = C + D – E – F)	

Note: Data tabulated in the format above must be certified by statutory auditor

Appendix 1: Form E

Information Regarding Current Litigation or Abandonment of Work by Bidder (To be given on Bidder's Company Letter Head)

i.	a) Is the Bidder currently involved in any arbitration/ litigation with respect to contract works.	**Yes / No**
	b) If yes, give details	
ii.	a) Has the Bidder or any of its constituent partners been debarred/expelled by any agency in India during the last 5 years due to any reason	**Yes / No**
	b) If yes, give details	
iii.	a) Has the Bidder or any of its constituent partners failed to complete any contract work in India during the last 5 years due to any reason.	**Yes / No**
	b) If yes, give details	
iv)	Bidder shall submit an affidavit with an undertaking that the Bidder / associates have not been blacklisted by HAFED/ any Govt. Agency / State Government/ Central Government offices if any of the State in India.	

Note:- If any information in this schedule is found to be incorrect or concealed, participation of Bidder will be summarily rejected at any time. The Bidder is supposed to fill-up the correct details of arbitration/litigation during last five years with their outcome as per below.

Details of Dispute	Year	Award for or against Bidder	Name of client, cause of litigation and matter of dispute	Current value of disputed amount	Actual awarded amount

Signature with Seal of the Company (Name of the Authorized Signatory)

Note:- Bidder should submit an affidavit that the agency is not blacklisted/delisted from any central/ state Govt., its corporation, Board etc. at the time of last date of bid submission

Appendix 1: Form F

Eligibility Criteria Document Affidavit

(To be given on stamp paper)

1. I, the undersigned duly authorized on behalf of company/firm/do hereby certify that all the statements made in the required attachments are true and correct to the best of my knowledge.

2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or agency to furnish pertinent information deemed necessary and requested by HAFED to verify this statement or regarding my(our)competence and general reputation.

3. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of HAFED.

(Signed by an Authorized Officer of the Firm)

Name and Title of Officer

Name of the Firm Date
Encl.: Requisite Power of Attorney.

Appendix 1: Form G

Deviation Statement

Format 1: Technical Deviation Statement

(1) The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE REFERENCE	DEVIATION	JUSTIFICATION	REMARKS

The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated: Signature and seal of the Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indication **"NO DEVIATIONS"**

FORMAT-2: Bidding Terms Deviation Statement Form

(2) The following are the particulars of deviations from the requirements of the bidding conditions / terms:

CLAUSE REFERENCE	DEVIATION	JUSTIFICATION	REMARKS

Dated: Signature and seal of the Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indication **"NO DEVIATIONS"**

Appendix 1: Form H

Undertaking

1. Certified that the transaction on which GST will be claimed shall be included in the return to be furnished under GST Act and the amount claimed from HAFED shall be accounted for in the returns and will be deposited with GST authorities as required.

2. Certified that GST will not be charged on the exempt supplies made to HAFED.

3. Certified that we shall indemnify HAFED in case is found at a later stage that wrong or incorrect payment has been received on account of GST, the same will be refunded.

(Signature)

Complete Name........................... Address.......................................

.... GSTIN.....................................

Appendix 1: Form I

Statement of Legal Capacity

(on letter head of Bidder/lead member of consortium)

Ref. No.
To,
The Managing Director,
Haryana State Cooperative Supply and Marketing Federation Limited HAFED, Sector 5,
Panchkula-134109, Haryana, INDIA

Dear Sir / Madam,
We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the RFP document.

We have agreed that.. (Insert member's name) will act as the Lead Member of our consortium.

We have agreed that...................................... (Insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorized signatory)

For and on behalf of……………………………..

Appendix 2: Power of Attorney

Appendix 2A

Power of Attorney for signing for sole Bidder

To all to whom these presents shall come, we_ (name of the entity) having our registered office at ___________________________ ___________________son/daughter/wife of _________and presently residing at, who is presently employed with us and holding the position of_____________________________, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, to do, execute, and perform all such acts, agreements, deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for qualification for Marketing, Operation & Maintenance of Cold Storage Facilities at Core Processing Facility, Mega Food Park, Rohtak, including but not limited to signing and submission of all applications and providing information/ responses to HAFED and generally dealing with HAFED in all matters in connection with or relating to or arising out of our application for qualification for the Transaction (as defined in the document inviting Request for Proposal issued by HAFED).

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same itself.

All the terms used herein but defined shall have the meaning ascribed to such terms in the RFP.

IN WITNESS WHEREOF WE,____THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ____

(Signature, name, designation and address) In the presence of:
1.
2.
Accepted
Name, Title and Address of the Attorney) (To be duly notarized)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The power of attorney shall be appropriately stamped and notarized. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix 2B

Power of Attorney for Lead Member of Consortium

Whereas the Haryana State Cooperative Supply and Marketing Federation Limited ("HAFED") has invited RFP from interested parties for Marketing, Operation & Maintenance of Cold Storage Facilities at Core Processing Facility, Mega Food Park, **(the "Project").**

Whereas, ……………………..……… and …………………….. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the same in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …………………….. having our registered office at …………………….. and M/s. …………………….. having our registered office at

(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at , being one of the Members of the Consortium, as the Lead

Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all Proposals and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Proposal for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

…………………. DAY OF ………...…

For …………………….. (Signature)

… ....(Name & Title)

For................................... (Signature)

… ....(Name & Title)

Witnesses

Expression of Interest 1.
2.
… ....(Executants)
(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The power of attorney shall be appropriately stamped and notarized. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix 3: Performance Bank Guarantee

Performance Bank Guarantee

To

____

WHEREAS ____ [name and address of Bidder] (hereafter called "the contractor") has undertaken, in pursuance of Contract No. __________________dated _______________to execute ________________________________ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____________ [amount of guarantee]* _________________________(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _________________________________[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we waive notice of any such change, addition or modification.
The Bank guarantee for performance security shall remain in force as given in the Bid Document shall be valid up to 6 months beyond the expiry of the Defects Liability Period.

Signature and Seal of the guarantor_______ Name of Bank___________________ Address _____ Date___

*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupee

Appendix 4: Joint Bidding Agreement for Consortium

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ....day of 20… AMONGST

{………… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at …………

(hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{………… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at …………

(hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST AND SECOND, are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED), represented by its Managing Director and having its Corporate office at Sector 5, Panchkula, Haryana – 134109, (hereinafter referred to as the "HAFED" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "Applications") by its Request for Proposal No. ………… dated (the "RFP") for Marketing, Business Customer Development, Commercial Utilization, Operation & Maintenance of Core Processing Facilities **(the "Project")**. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

<u>Definitions and Interpretations</u>

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

<u>Consortium</u>

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

<u>Role of the Parties</u>

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the Consortium shall become effective.

b. Party of the Second Part shall be ____________________

Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

Other terms

Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the HAFED. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short- listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

- number of members in a consortium shall not exceed two;
- the Application should contain the information required for each member of the Consortium;
- members of the Consortium shall nominate one member as the lead member (the "Lead Member"), The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix 2, signed by all the other members of the Consortium;
- the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and Marketing, Operation, Maintenance and Management obligations;
- an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise.
- commit to the profit and loss sharing ratio of each member; commit that scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement.
- members of the Consortium shall enter into this Joint Bidding Agreement, (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:
  - that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
  - that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement.
  - that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement
  - that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the HAFED against any losses or third-party claims arising due to

the sub- contractor/consortium's default

- that the proposed roles and responsibilities, if any, of each member.
- include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement.

Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i.) require any consent or approval not already obtained.

(ii.) violate any Applicable Law presently in effect and having applicability to it.

(iii.) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.

(iv.) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v.) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Proposal Security by the Authority to the Bidder, as the case may be.

Miscellaneous

(a) This Joint Bidding Agreement shall be governed by laws of India

(b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHERE THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of	For and on behalf of
PARTY OF THE FIRST PART	**PARTY OF THE SECOND PART**
By; (Signature) (Name) (Designation)	By; (Signature) (Name) (Designation)

Appendix 5: Financial Proposal

FORM FOR PRICE BID

I/We hereby tender for **Request for Proposal (RFP) for Engagement of Firm/ Agency for Marketing, Business Customer Development, Commercial Utilization, Operation & Maintenance of Core Processing Facilities at the Mega Food Park, IMT Rohtak** for the Haryana State Cooperative Supply and Marketing Federation Limited (here in after referred to as HAFED) specified in the underwritten memorandum within the time specified in such memorandum.

Processing Facilities	**Reserve Price for Annual Contract Fee (ACF)**	**We quote our rate for Annual Contract Fee (ACF) (in Rs.)**
Engagement of Firm/ Agency for Marketing, Business Customer Development, Commercial Utilization, Operation & Maintenance of Core Processing Facilities at the Mega Food Park, IMT Rohtak	₹1.50 Crore	