



Haryana Dairy Development Cooperative Federation Ltd.

Head Office: Bay Nos. 21-22, Sector-2, Sahkarita Bhawan, Panchkula, Haryana

 **Phone:** 0172-258109 |  **Website:** www.vitaindia.org.in |  **Email:** vitaindia@gmail.com

EXPRESSION OF INTEREST (EOI)

To expand its product portfolio, Haryana Dairy Development Cooperative Federation Ltd. (HDDCF) invites Expression of Interest (EOI) from interested and eligible manufacturers for the empanelment of firms for manufacturing of different breakfast products under the Vita brand name.

The document containing details of terms & conditions are available on HDDCF Website www.vitaindia.org.in EOI document fee of Rs.5000/- may be deposited through Demand Draft drawn in favour of Haryana Dairy Development Cooperative Federation Ltd., Panchkula or through online bank transfer.

The interested parties may download the document and submit the EOI alongwith all the documents and proof of fee payment, within due date addressed to MD, HDDCF Sector-2, Panchkula or through email vitaindia@gmail.com upto **16.04.2025 till 2:30 PM**.

Managing Director
HDDCF, Panchkula



Haryana Dairy Development Cooperative Federation Ltd.

(A Government of Haryana Undertaking)

Head Office: Bay Nos. 21-22, Sector-2, Sahkarita Bhawan, Panchkula, Haryana, India

☎ Phone: 0172-258109 | 🌐 Website: www.vitaindia.org.in | ✉ Email: vitaindia@gmail.com

CORRIGENDUM

In reference to Expression of Interest published in newspapers and uploaded on www.vitaindia.org.in dated 25.03.2025, All intended parties/agencies are hereby informed that product category has been revised as per details given below:

Item/Clause No.	Item/Clause in the document (dated 25.03.2025)	Item/Clause to be read as:
3.2.1	<p>As part of its product portfolio expansion exercise, HDDCF through this Expression of Interest document, invites applications from interested firms for empanelment with Vita to manufacture breakfast products (which complement Vita's existing product range) under the Vita brand name. The products categories identified for expansion of product range are:</p> <ul style="list-style-type: none"> • Category-1: Spreads: Mayonnaise, Peanut Butter, Jam, Marmalade, Honey • Category 2: Sauces: Tomato Ketchup, Red/Green Chilli sauce, Pizza Sauce, Pasta Sauce • Category 3: Others: Cornflakes, Rusk, Vermicelli, Noodles, Macaroni, Pasta, Poha 	<p>As part of its product portfolio expansion exercise, HDDCF through this Expression of Interest document, invites applications from interested firms for empanelment with Vita to manufacture breakfast/other products/ eatables etc. (which complement Vita's existing product range) under the Vita brand name. The products categories identified for expansion of product range are:</p> <ul style="list-style-type: none"> • Category-1: Spreads: Mayonnaise, Peanut Butter, Jam, Marmalade, Honey • Category 2: Sauces: Tomato Ketchup, Red/Green Chilli sauce, Pizza Sauce, Pasta Sauce • Category 3: Eatables: Cornflakes, Rusk, Vermicelli, Noodles, Macaroni, Pasta, Poha, Upma, Pancake mix • Category 4: Ice-cream: Various flavours • Category 5: Cheese Products: Cheese Block/Tin, Cheese Slice, Cheese Cubes, Diced Cheese/Pizza Cheese/ mozzarella • Category 6: Other Milk products: Flavored milk (other than Butter scotch, Elaichi, Coffee flavour), Soya Milk, Oat Milk, Almond Milk, Condensed milk, lactose-free milk • Category 7: Probiotic Products: Fermented milk, probiotic curd, flavored yogurts, lactose-free curd, sugar-free yogurt • Category 8: Dry fruits and Pulses: Various types

All other terms & conditions of the EoI remain unchanged, as contained in document dated 25.03.2025. The amended EoI has been placed on the website.

**Managing Director
HDDCF, Panchkula**



Haryana Dairy Development Cooperative Federation
(HDDCF)

Expression of Interest (EOI)
for

Empanelment of Firms for Manufacturing Breakfast and other Products under
the Vita Brand Name

March 2025

Disclaimer

The information contained in this Expression of Interest document ("EOI") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Haryana Dairy Development Cooperative Federation, Government of Haryana (HDDCF) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement or an offer by the HDDCF to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Applications/Proposals pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the HDDCF in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all people, and it is not possible for HDDCF, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDDCF accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDDCF, its employees and advisers make no representation or warranty and shall have no liability to any person including any 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 EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Empanelment/ Selection Process.

HDDCF also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this EOI. HDDCF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI.

The issue of this EOI does not imply that HDDCF is bound to empanel/ select a Bidder for the Assignment and the HDDCF reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relate to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDDCF, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the HDDCF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Empanelment/ Selection Process.

Data Sheet

S.No.	Information	Details
1.	Name of the EOI	Expression of Interest (EOI) for Empanelment of Firms for Manufacturing Breakfast and other Products under the Vita Brand Name
2.	EOI Publishing Date	24 th March 2025 at 11.00 am
3.	Pre-Bid Conference	Date: 02 nd April 2025 Time: 11.00 AM Meeting Link: https://calendar.app.google/n334YdBWct6EyRkv5 Location: Haryana Dairy Development Cooperative Federation, Bay Nos. 21-22, Sector 2, Sahkarita Bhawan, Panchkula, Haryana-134109
4.	Last date and time for receipt of Pre-Bid queries	31 st March 2025 at 4.00 PM via email at vita-india@gmail.com
5.	Last date and time for submission of proposals	16 th April 2025 at 2.30 PM
6.	Date of Opening of Bid	16 th April 2025 at 3.00 PM Location: Conference Hall, Haryana Dairy Development Cooperative Federation, Bay Nos. 21-22, Sector 2, Sahkarita Bhawan, Panchkula, Haryana-134109
7.	Submission Mode	<ul style="list-style-type: none"> • Soft Copy: Submit the complete EOI document, including all supporting documents, in a PDF format via email to vita-india@gmail.com with the subject line: "Bid Submission for [EOI Name] – [Bidder Name]" • Physical Submission: Must submit a sealed hard copy of the EOI document including all supporting documents at the following address: Haryana Dairy Development Cooperative Federation, Bay Nos. 21-22, Sector 2, Sahkarita Bhawan, Panchkula, Haryana-134109 <ul style="list-style-type: none"> ○ The envelope should be clearly labelled as: "EOI Submission for [EOI Name] – [Bidder Name]" ○ The physical copy must be submitted before the deadline mentioned in the EOI notice. ○ Any delay in submission beyond the due date and time shall not be entertained.
8.	Method of Selection	<ul style="list-style-type: none"> • Basis this EOI, firms meeting the Minimum Eligibility Criteria as defined in this EOI will be shortlisted by HDDCF and evaluated as per given criteria for further processes. • Shortlisted firms will be invited for detailed presentations followed by plant visits, post which select firms shall be invited for price negotiations and final empanelment for manufacturing products under the Vita brand name during the contract period.
9.	Tender Fees	A non-refundable tender fees of Rs. 5,000 + GST as applicable shall be in the form of Demand Draft in favour of Haryana Dairy Development Cooperative Federation Limited Payable at Panchkula
10.	EMD	A refundable EMD of Rs. 1,00,000 (One lakh) in the form of Demand Draft or via NEFT/RTGS at the following banking details: Name of the Beneficiary: Haryana Dairy Development Cooperative

S.No.	Information	Details
		Federation Limited Name of the Bank: Punjab National Bank Account Number: 09882191000776 IFSC Code: PUNB0098810
11.	Bid Security	A refundable bid security of Rs. 5,00,000 to be submitted after the successful selection of the bidder within 10 days from the date of award of project.
12.	Website	https://www.vitaindia.org.in/
13.	Office and Correspondence Address for communication	Managing Director, Haryana Dairy Development Cooperative Federation, Bay Nos. 21-22, Sector 2, Sahkarita Bhawan, Panchkula, Haryana-134109 Email: vitaindia@gmail.com

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1. INTRODUCTION

1.1 Expression of Interest

The Haryana Dairy Development Cooperative Federation (HDDCF) is inviting Expressions of Interest (EOI) from interested and eligible firms/ organizations (the "Bidders") for Empanelment of Firms for Manufacturing Breakfast and other Products under the Vita Brand Name. This EOI will be used for short-listing eligible firms.

Shortlisted bidders will thereafter be invited for detailed negotiations followed by plant visits post which select firms amongst the shortlisted firms will be empaneled.

1.2 Procurement of EOI Document

The EOI Document can be downloaded from HDDCF's website <https://www.vitaindia.org.in/>.

1.3 Validity of the Proposal

The proposal must be valid for 180 days from the Proposal Due date (PDD). The HDDCF will make its best effort to complete the process for award of assignment within this period.

1.4 Schedule of selection process

HDDCF will follow the schedule as specified in the data sheet of this EOI.

1.5 Communications

All communications should be addressed to:

Managing Director

Haryana Dairy Development Cooperative Federation,

Bay Nos. 21-22, Sector 2, Sahkarita Bhawan,

Panchkula, Haryana

Website: <https://www.vitaindia.org.in/>

Email: vitaindia@gmail.com

1.6 Contents of the EOI

The EOI includes the following documents:

This EOI comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Modification/ Addendum/ Amendment/ Corrigendum issued:

1. Introduction
2. Instructions to Bidders
3. Terms of Reference (TOR)
4. Short listing Criteria
5. Annexure 1: Technical Proposal
 - Form 1: Letter of Proposal
 - Form 2: Particulars of the Bidder
 - Form 3: Affidavit
 - Form 4: Power of Attorney

2. INSTRUCTION TO BIDDERS

A. General

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of work and other requirements relating to the contract are specified in this EOI.
- 2.1.2 Bidders are advised that the short listing of firms for the purpose of empanelment with HDDCF for manufacturing breakfast products under the Vita brand name will be on the basis of this EOI.
- 2.1.3 Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection/Short listing Process will be given and that HDDCF's decisions are without any right of appeal whatsoever.
- 2.1.4 The Bidder shall submit its Proposal in the form and manner specified in this EOI. The proposal shall be submitted in the form as per Annexure II.

2.2 Conditions of Eligibility of Bidders

- 2.2.1 Only Bidders fulfilling the eligibility criteria as defined under clause 4.2 of this EOI shall be considered for short listing purposes.
- 2.2.2 In case, a Bidder does not fulfill the criteria, the Proposal of such Bidder shall be summarily rejected.

2.3 Conflict of Interest

- 2.3.1 The selected Bidder shall not engage in activities that conflict with the interest of the HDDCF under the contract. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:
 - a. Conflict among engagements: Neither Bidder (including their personnel) nor any of their affiliates shall be hired for any engagement that, by its nature, may be in conflict with this engagement.
 - b. Relationship with HDDCF's staff: Bidder (including their personnel) that has a business or family relationship with such member(s) of the HDDCF's staff or with the staff of the firm, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the HDDCF, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of firm's work.

2.4 Number of Proposals

A Bidder is eligible to submit only one proposal under this EOI.

2.5 Cost of Proposal

- 2.5.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process.

2.6 Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a. Made a complete and careful examination of the EOI;
- b. Acknowledged that it does not have a Conflict of Interest; and
- c. Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7 Right to reject any or all Proposals

Notwithstanding anything contained in this EOI, the HDDCF reserves the right to accept or reject any Proposal and to annul the Selection/Short listing Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof. The HDDCF reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the HDDCF, the supplemental information sought by the HDDCF for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the bidder has been empanelled, then the HDDCF reserves the right to cancel the empanelment of the bidder and forfeit the security deposit of the bidder (if applicable), or take any other measure as may be deemed fit in the sole discretion of the HDDCF, including annulment of the Selection/Short listing Process

B. Preparation, Submission, Receipt and Opening of Proposals

2.8 Language

The Proposal with all documents (the “Documents”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this EOI. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

2.9 Format and signing of Proposal

- 2.9.1 The Bidder shall provide all the information sought under this EOI. The HDDCF would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.9.2 All the documents of the Proposal under this EOI shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. The Proposals must be properly signed by the Authorized Signatory.

2.10 Clarification

- 2.10.1 Bidders requiring any clarification on the EOI may email their queries to HDDCF on vitaindia@gmail.com within the stipulated time as mentioned in this EOI. The queries should be submitted as per the format mentioned below:

Sr. No.	Clause/Page No.	Content of the EOI requiring clarifications	Change/clarification requested
1.			
2.			
3.			

- 2.10.2 HDDCF will respond to such requests and issue consolidated clarification (including an explanation of the query, but without identifying the source of inquiry). The bidders are advised to go through such clarifications, if any, prior to submitting the proposals.
- 2.10.3 HDDCF reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring HDDCF to respond to any question or to provide any clarification.

2.11 Amendment/ Modification to EOI documents

- 2.11.1 At any time prior to the deadline for submission of Proposal, the HDDCF may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the EOI document by the issuance of Modified EOI / Addendum/ Amendment through posting it on its Website.
- 2.11.2 All such amendments/ modified EOI will be posted only on the HDDCFs Website and shall not be published in any newspaper and will be binding on all Bidders.
- 2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, HDDCF may, in its sole discretion, extend the Proposal Due Date.

2.12 Proposals

- 2.12.1 Bidders shall submit their proposal in the formats as per Annexure II.
- 2.12.2 Failure to comply with the requirements shall make the Proposal liable to be rejected.
- 2.12.3 HDDCF reserves the right to verify all statements, information and documents submitted by Bidder in response to the EOI. Failure of HDDCF to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of HDDCF there under.
- 2.12.4 In case it is found at any time that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith by a communication in writing by the HDDCF without the HDDCF being liable in any manner whatsoever to the Bidder. In such an event, the HDDCF shall forfeit and appropriate the Security Deposit (if applicable) as mutually agreed compensation and damages payable to the HDDCF for, inter alia, time, cost and effort of the HDDCF, without any other right or remedy.

2.13 Earnest Money Deposit (EMD)

- 2.13.1 The bidder shall submit an Earnest Money Deposit (EMD) of Rs. 1,00,000 (One Lakh) in the form of Demand Draft (DD) / NEFT / RTGS, drawn in favor of Haryana Dairy Development Cooperative Federation Limited, payable at Panchkula. The following bank details are as follows: -
Name of the Beneficiary: Haryana Dairy Development Cooperative Federation Limited
Name of the Bank: Punjab National Bank
Account Number: 09882191000776
IFSC Code: PUNB0098810

2.13.2 Refund of EMD:

The EMD of the unsuccessful bidders shall be refunded without interest after the finalization of the EOI process.

2.14 Bid Security

- 2.14.1 The successful bidder shall be required to submit the bid security for an amount of Rs. 5.00 Lakhs (Five Lakhs) within ten (10) days from the date of the award of the bid. However, the Earnest Money Deposit (EMD) submitted by the successful bidder at the time of bid submission (i.e., Rs. 1.00 Lakh) shall be adjusted against the bid security amount. Therefore, balance amount of Rs. 4.00 lakhs shall be deposited by the successful bidder within the stipulated ten (10) days period.
- 2.14.2 Failure to submit the bid security within the specified timeframe may result in the forfeiture of the EMD and cancellation of the bid award, at the sole discretion of the tendering authority.

2.15 Submission of Proposal

The bidders should submit their proposals either by email at vitaindia@gmail.com or through sealed envelope at the address mentioned in section 1.5 of this document. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the EOI. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

The Technical Proposal shall contain:

- a. Letter of Proposal (Form 1, Annexure-I)
- b. Tender Fees and EMD/ Bid Security
- c. Application in the prescribed format along with supporting documents (Form 2, Annexure-I) along with requisite supporting documents, Registration certificates, PAN card and GST certificates
- d. Power of Attorney (Form 3, Annexure-I)
- e. Self-declaration Affidavit (Form 4, Annexure-I)

2.16 Proposal Due Date

Proposals should be submitted by the Proposal Due Date as indicated in this EOI. Late proposals shall be summarily rejected. HDDCF, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with the provisions of this EOI.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection/empanelment of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the HDDCF in relation to or matters arising out of or concerning the Selection Process.

The selected bidder and its personnel shall not, either during the term of contract or within two years after the expiration or termination of the contract/ agreement (as applicable) disclose any proprietary information, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the HDDCF or any information provided by or relating to the HDDCF, its technology, technical processes, business affairs or finances or any information relating to the HDDCF's employees, officers or other professionals or suppliers, customers, or contractors of the HDDCF; and any other information which the selected bidder is under an obligation to keep confidential in relation to the assignment ("Confidential Information"), without the prior written consent of the HDDCF.

Notwithstanding the aforesaid, the selected bidder, and its personnel may disclose Confidential Information to the extent that such confidential Information:

- i. was in the public domain prior to its delivery to the selected bidder and its personnel or becomes a part of the public knowledge from a source other than the selected bidder and its personnel.
- ii. is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the selected bidder, shall give the HDDCF, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment.

2.18 Clarifications

To facilitate evaluation of Proposals, the HDDCF may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by HDDCF for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under the above Sub-Clause within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the HDDCF may proceed to evaluate the Proposal 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 HDDCF.

C. Short listing of Firms

2.19 Short listing Process

The EOI shall be used only to shortlist bidders who meet the eligibility criteria defined in the EOI. Shortlisted firms will thereafter be invited for detailed presentations, plant visits will be undertaken by HDDCF to understand manufacturing capabilities and plant quality and thereafter empanelment shall be finalized based upon negotiation of rates and detailed terms and conditions.

2.20 Indemnity

The Empanelled Bidders/ Shortlisted Bidders shall indemnify HDDCF for any direct loss or damage that is caused due to any deficiency in services.

D. Disputes Resolution

2.21 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this EOI and subsequent contract/ agreement (as applicable) or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this EOI and subsequent contract/ agreement (as applicable), the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party and parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

2.22 Arbitration

In case the dispute is not resolved as indicated above, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by HDDCF and other appointed by selected bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996 and as per the guidelines issued by Finance Department of the Government of Haryana from time to time.

Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Chandigarh and the following are mutually agreed upon:

- a) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- b) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- c) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

E. Miscellaneous

- 2.13 The Short listing/ Selection Process under the EOI shall be governed by, and construed in accordance with, the laws of India and the Courts of Haryana shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2.14 HDDCF, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/or cancel the Shortlisting/Selection Process and/or amend and/or supplement the Shortlisting/ Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information.
 - c. retain any information and/or evidence submitted to HDDCF by, on behalf of and/or in relation to any Bidder; and/or
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 2.15 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases HDDCF, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

3 TERMS OF REFERENCE

3.1 Haryana Dairy Development Cooperative Federation (HDDCF) and its brand of milk and milk products “Vita”

The Haryana Dairy Development Cooperative Federation (HDDCF) is a Govt. of Haryana initiative in the cooperative sector set up with the twin objectives of improving the economic status of the milk producers of the State and of providing quality milk and milk products to the consumers at the best possible rates.

The Federation procures the surplus milk produced by farmers from their doorsteps, processes the same into milk and milk products at its milk plants at Ambala, Jind, Ballabhgarh, Rohtak, Sirsa and Hisar and markets the same under the brand name of Vita. The range of Vita Products includes Pasteurized Full Cream Milk, Standard Milk, Toned Milk, Double Toned Milk, A2 Cow Milk, Sweetened Flavored Milk, Dahi, Mithi Lassi, Namkeen Lassi, Paneer, Milk Cake, Pinni, Ghee, Butter, etc.

To ensure its commitment to quality, the procurement of milk for processing Vita products occurs exclusively through Dairy Cooperative Societies. Rigorous measures ensure the swift and hygienic transportation of milk to chilling centers and plants, utilizing sterilized milk cans or tankers. World class laboratories within chilling centers and milk plants diligently uphold optimal quality standards. Each of the Vita Plants where milk and milk products are manufactured are certified by International Organization for Standardization (ISO) and certified for Hazard Analysis and Critical Control Points (HACCP) ensuring the supply of clean and hygienic milk and milk products to the consumers/ general public at reasonable prices.

Vita products are supplied to end consumers through an exhaustive network of distributors, retail outlets and Vita booths. At present, 642 Vita booths are operational throughout Haryana and the matter is being taken up with different Govt. departments, Corporations and Institutions to further increase this number. HDDCF has also launched the “Vita Grahantee” policy to further expand its retail network. Under the Vita Grahantee policy, applicants having pre-built shop/ space/ household in a feasible location either owned or rented in MC/urban area are eligible to set up a Vita Grahantee outlet/ sale point. Vita products are also sold through the vast network of Har-Hith stores present in Haryana.

3.2 Purpose of the EOI

3.2.1 As part of its product portfolio expansion exercise, HDDCF through this Expression of Interest document, invites applications from interested firms for empanelment with Vita to manufacture breakfast/other products/ eatables etc. (which complement Vita’s existing product range) under the Vita brand name. The products categories identified for expansion of product range are:

- **Category-1: Spreads:** Mayonnaise, Peanut Butter, Jam, Marmalade, Honey
- **Category 2: Sauces:** Tomato Ketchup, Red/Green Chilli sauce, Pizza Sauce, Pasta Sauce
- **Category 3: Eatables:** Cornflakes, Rusk, Vermicelli, Noodles, Macaroni, Pasta, Poha, Upma, Pancake mix
- **Category 4: Ice-cream:** Various flavours
- **Category 5: Cheese Products:** Cheese Block/Tin, Cheese Slice, Cheese Cubes, Diced Cheese/Pizza Cheese/ mozzarella
- **Category 6: Other Milk products:** Flavored milk (other than Butter scotch, Elaichi, Coffee flavour), Soya Milk, Oat Milk, Almond Milk, Condensed milk, lactose-free milk
- **Category 7: Probiotic Products:** Fermented milk, probiotic curd, flavored yogurts, lactose-free curd, sugar-free yogurt
- **Category 8: Dry fruits and Pulses:** Various types

3.2.2 The bidder/ applicant may apply for manufacturing one or multiple products from the above-mentioned list.

3.2.3 The recipe for manufacturing the aforementioned products shall be mutually agreed upon by both parties (i.e., HDDCF and the selected firm). The agreed-upon recipe shall remain confidential and shall not be disclosed to any third party without the prior written consent of HDDCF. Any unauthorized disclosure by the firm shall be considered a breach of contract, granting HDDCF the right to terminate the agreement immediately.

3.2.4 During the contract period, additional products (being manufactured by the selected agency) may be included by HDDCF as per market requirements/demand by negotiating the rates with the selected firm.

3.2.5 The products will be sold through Vita’s extensive retail network of Vita booths and franchisee outlets, Har-Hith stores of the Govt. of Haryana and other retailers/ Kiriyana stores across Haryana and neighboring states.

- 3.2.6 Bidders are advised to note that this EOI shall be used only to shortlist bidders who meet the eligibility criteria defined in Section 4.2 of this EOI.
- 3.2.7 Firms shortlisted through this EOI will be invited for technical evaluation criteria, detailed discussions/presentation, followed by plant visits to understand manufacturing capabilities and plant quality. Posting these deliberations and plant visits, firms shall be evaluated based on the criteria as defined in Section 4.3, and basis the performance of the shortlisted firms on the defined criteria, selected firms shall be invited for price negotiations and final empanelment.

3.3 Contract Period:

- 3.3.1 The empanelment period shall initially be for two (2) years from the date of execution of the agreement/contract and may be extended annually thereafter, subject to mutual consent and ongoing requirements.
- 3.3.2 The base price will be determined based on prevailing raw material costs at the time of price negotiations. Any significant increase or decrease in raw material prices shall warrant a revision in the final price based on mutually agreed terms.
- 3.3.3 The above point (clause 3.3.2) shall be discussed in detail during the pre-bid meeting with vendors, where their input on the mechanism for considering price fluctuations will be taken into account. The final approach for adjusting raw material price variations shall be documented in the minutes of the meeting (pre-meeting) and issued accordingly after due consideration of vendor feedback.
- 3.3.4 The empaneled firm/s shall offer the rates to HDDCF that are not higher than those offered to any other firm, client, or supplier. If it is found that the firm has provided lower rates to any other agency, the same lower rates shall automatically apply to HDDCF. An undertaking will be given by the empaneled party.

3.4 Exit clause:

- 3.4.1 HDDCF (VITA) reserves the right to terminate the agreement with the empaneled firm by providing a 60-day written notice under the following circumstances:
- Failure to meet the prescribed quality standards for the manufactured products.
 - Inconsistent or inadequate supply of products, impacting VITA's operations.
 - Any material breach of contractual obligations that affects the brand reputation or business operations of HDDCF (VITA).
- 3.4.2 The empaneled firm shall have the right to terminate the agreement only after the completion of a mandatory locking period of one (1) year from the date of execution. Termination by the firm shall require a 90-day written notice and will only be considered valid if HDDCF (VITA) fails to adhere to the Terms of Reference (ToR) outlined in the agreement.

3.5 Product Quality Specifications:

- 3.5.1 As the Vita brand name is being associated with the supply of the products, quality is of paramount importance. The selected firm/ supplier will be responsible for the operation and maintenance of the manufacturing plant and ensure that finished items/ goods conform to FSSAI/BIS and other industry quality standards as applicable at all points of time until the completion of the shelf life of the product.
- 3.5.2 The selected firm/ supplier shall be responsible for ensuring that the quality testing laboratories and equipment of its manufacturing plant are fully equipped with the latest scientific techniques and technologies for carrying out testing.
- 3.5.3 The selected firm shall be responsible for quality testing of all its products prior to supply to HDDCF.
- 3.5.4 Finished products shall be randomly picked up for quality testing in the presence of HDDCF officials and the result must be to the satisfaction of HDDCF officials failing which HDDCF may get the sample tested through its in-house quality control laboratories or through its empanelled laboratories. Results

of testing conducted by HDDCF shall be final and binding on all parties. In case of any disputes regarding the testing process of the finished products, the method as approved by BIS shall be considered.

- 3.5.5 In case of failure of the goods in conforming with the quality specifications prescribed by HDDCF, the purchase/sale of the entire lot/ batch may be stopped, and following actions shall be undertaken:
- i. return of stock to the supplier firm,
 - ii. recovery of testing charges,
 - iii. recovery of charges to get the order processed from other firms
 - iv. recovery of charges to remove the stock from retail stores/ Vita booths (if product is found to be defective in the market)
 - v. HDDCF has the right to impose suitable penalty and;
 - vi. any other action as per discretion of HDDCF.

3.6 Product Packaging:

- 3.6.1 The selected firm/supplier shall be required to pack the finished products in Vita packaging material at its manufacturing plant.
- 3.6.2 The vendors propose at least two to three design options for approval by HDDCF, ensuring compliance with the branding and quality standards of the Vita brand.
- 3.6.3 The cost associated with the procurement, maintenance, and replacement of printing cylinders required for packaging materials shall be borne by HDDCF. However, the responsibility for arranging the packaging materials shall rest with the empaneled party.
- 3.6.4 HDDCF reserves the right to evaluate and approve cost estimates for printing cylinders before procurement. Any additional or specialized cylinder requirements beyond the standard specifications must receive prior written approval from HDDCF.

3.7 Supply of products:

- 3.7.1 HDDCF shall place a purchase order (PO) for delivery of goods as and when required based upon market demand. No minimum order quantity shall be applicable. The PO shall be raised by HDDCF through its ERP system.
- 3.7.2 The selected firm/ supplier shall be required to manufacture, quality test, pack and ensure that the goods are ready within 7 working days from the date of issuance of PO or within time period as specified by HDDCF.
- 3.7.3 The manufacturer to supply the product at HDDCF plants. Pick-up of full quantity in one lot shall be preferred. Stacking charges and loading of finished products charges shall be borne by the supplier.
- 3.7.4 At the time of pick-up of finished goods, a designated official of HDDCF shall carry out an inspection of the goods received.
- 3.7.5 The selected firm/ supplier shall have to ensure that the goods supplied are of requisite quality and free from all defects. The acceptance of items will be given by HDDCF only when the goods are found to be as per the quality and quantity specifications and free from all defects.
- 3.7.6 The selected firm/ supplier needs to ensure that no product with a shelf life less than 90% of its total shelf life is supplied to HDDCF. HDDCF will not receive any such goods.
- 3.7.7 The weighment of the finished products shall be carried out in the presence of the representative from HDDCF and in case of dissatisfaction, the weighment should be carried out with suitable alternative methods as decided by HDDCF.
- 3.7.8 The selected firm/ supplier must ensure that complete information with respect to Price, Batch Number, Manufacturing Date, Expiry Date, Nutritional Information and other details as per statutory norms are clearly mentioned on the packaging. MRP specified on the products shall be as per terms of the agreement/ contract (as applicable) entered into with the selected firm/ supplier.

3.7.9 No product in non HDDCF packaging or packaging that has been tampered or packaging which does not contain the afore-mentioned details will be accepted by HDDCF.

3.7.10 The decision of the HDDCF official as to the quality and quantity of the items shall be binding upon the selected firm/ supplier. Any good which fails to conform with applicable sample or specification, or quality will be rejected out rightly and it shall be replaced immediately at the risk and cost of the supplier.

3.8 Clause on Replacement of Unsold Breakfast Products under Vita Brand

3.8.1 In the event that the manufactured breakfast products under the Vita brand name remain unsold within their expiry date, the manufacturer shall replace the unsold products. However, the cost of packaging for such replacement shall be borne by the Haryana Dairy Development Cooperative Federation (HDDCF).

3.8.2 This replacement process must be initiated within 15 days of the product's remaining shelf life to ensure freshness and quality compliance.

3.9 Payment Terms

3.9.1 The selected firm/ supplier shall raise invoice to HDDCF detailing the quantity of products supplied to HDDCF on a fortnightly basis.

3.9.2 Post receipt of invoice, HDDCF shall ensure processing of payment within 30 working days of receipt of invoice.

3.10 Other Terms and Conditions

3.10.1 A team of technical experts of HDDCF shall visit the manufacturing plant of the selected firm/ supplier to check all arrangements prior to commencement of manufacturing.

3.10.2 HDDCF shall be free to depute its officer/ official for supervision of production and for examination of the records of the production process. For the same, the selected firm/ supplier will be required to make necessary arrangements for the staff deputed on the premises including transportation, boarding/ lodging etc.

3.10.3 The products being manufactured should be coded along with Date of Manufacturing, Shift, Batch No. and other details. There should be provisions available for backtracking of the final product so that in case of any variations/quality issue being observed, the source can be traced. Further, product shall be properly stacked batch-wise, and the principle of FIFO must be adhered to.

3.10.4 Hygiene of the plant/ place and quality/ testing of the finished products shall not be compromised in any way. It will be the responsibility of the plant to ensure that adulterants in any form are kept outside the premises of the plant and do not affect the products being manufactured.

3.10.5 In case of non-compliance by the supplier with the terms of the agreement/contract (as applicable) entered into with HDDCF and/or terms of this EoI, or if the performance of the supplier has not been found to the satisfaction of HDDCF, the supplier's contract shall be cancelled, the supplier shall be black-listed and Security Deposit (if applicable) shall be forfeited.

3.10.6 Further, HDDCF may at any point of time amend or cancel the contract without any notice/ impose a penalty on the selected firm in case of:

- violations of the EoI/contract/agreement conditions or
- insolvency or misrepresentation of information or
- in case of receipt of complaints on adulteration/ malpractices etc. or
- if the selected firm itself or through its employees/ servants/ agents commit or suffer to be committed any act which in the opinion of the competent authority of HDDCF, whose decision in that behalf shall be final, is prejudiced to the interest or good name of HDDCF/ Vita or its products.

The decision of the competent authority of HDDCF shall be final and HDDCF shall not be bound to give reason for such a decision.

- 3.10.7 Dispute if any shall be referred to by either party to the Chief Administrative Officer of the HDDCF as Sole Arbitrator and the decision of Arbitrator shall be final & binding on both parties
- 3.10.8 Indemnification: The selected firm shall fully indemnify, hold harmless and defend HDDCF and its directors, officers, employees, agents, stockholders, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, which arise out of or relate to any act or omission of the selected firm.

4 SHORTLISTING PROCESS

4.1 Overview

- 4.1.1 The EOI process shall be used only to shortlist bidders who meet the eligibility criteria defined in this EOI.
- 4.1.2 Firms shortlisted through this EOI will be invited for detailed discussions, followed by plant visits to understand manufacturing capabilities and plant quality. Post these deliberations and plant visits, firms shall be evaluated based on the criteria as defined in Section 4.3, and basis the performance of the shortlisted firms on the defined criteria, select firms shall be invited for price negotiations and final empanelment for manufacturing products under the Vita brand name during the contract period.
- 4.1.3 The bidder/ applicant may apply for manufacturing one or multiple products from the list of products mentioned under Section 3.2.
- 4.1.4 HDDCF shall open the EOIs as per the date & time mentioned in this document, and in the presence of the bidders who choose to attend.
- 4.1.5 HDDCF will examine and evaluate the EOIs received in accordance with the Eligibility Criteria defined Selection Process & Criteria mentioned in this section of the document.
- 4.1.6 HDDCF reserves the right to reject any EOI which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HDDCF in respect of such EOIs.
- 4.1.7 Bidders are advised that Shortlisting/ Selection process under the EOI is entirely at the discretion of HDDCF. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Shortlisting/Selection Process will be given.
- 4.1.8 Any information contained in the Proposal shall not in any way be construed as binding on HDDCF, its agents, successors or assigns, but shall be binding against the Bidder if the contract is subsequently awarded to it.

4.2 Evaluation of Eligibility

- 4.2.1 The Bidders failing to meet the criteria for eligibility will be declared ineligible for further process.
- 4.2.2 The evaluation of eligibility would be on PASS-FAIL basis and only those bidders who are eligible would be considered as shortlisted under the EOI and proceed to further evaluation by HDDCF.
- 4.2.3 The minimum eligibility criteria for evaluation of bids received is tabulated in the following Table and the response of the bidders should be 'Yes' to all parameters, failing which, they will be disqualified.

Sr. No.	Criteria	Minimum Eligibility Criteria	Supporting Documents
(a)	Legal Status	The bidder should be either a Company/ Partnership Firm/ LLP/ Cooperative Society/ Proprietorship firm registered in India since the last 5 years (ending date of issuance of this EOI).	Proof of Legal Status: <ol style="list-style-type: none"> For a Company - Certificate of incorporation and memorandum of association and PAN of the company; or Partnership Firm/ LLP - Partnership deed and registration certificate with Registrar of Firms. Cooperative Society – Registration certificate and Bye Laws Proprietorship Firm – Registration certificate Other Documents: <ol style="list-style-type: none"> The copy of resolution passed by the Board of Directors/ Partners/ Management Committee (as may be applicable) authorizing the Authorized Signatory Photocopy of PAN Card, GST certificate etc. In case of non- applicability of GST, declaration to this effect duly certified by a practicing Chartered Accountant or Statutory Auditor clearly stating the reason for non- registration under the Concerned Statutes
(b)	Experience Criteria	The bidder shall have as on the date of publication of the EOI, experience of manufacturing the product under own brand name or contract manufacturing in the last 5 years for which it is submitting its EOI.	<ul style="list-style-type: none"> Proof of establishment of the manufacturing plant(s) Statement of experience of production of each product by the plant(s) duly certified by the CA along with the valid proof of year wise production of the product(s).
(c)	FSSAI License / BIS standard	The bidder should have a valid FSSAI license issued by the concerned authority (if applicable).	<ul style="list-style-type: none"> Proof of FSSAI license/ BIS standard
(d)	ISO Certification	The manufacturing plant of the bidder must be ISO 9001:2008 certified	<ul style="list-style-type: none"> Proof of ISO certification
(e)	Financial Criteria	The bidder should have a: <ul style="list-style-type: none"> positive net worth and minimum average annual turnover from concerned/similar products manufactured (excluding tax) of INR 10 crore during the last 3 financial years ending 2023-24 	<ul style="list-style-type: none"> A Certificate from Chartered Accountant must be submitted specifying the average annual turnover in the last 3 financial years for the same/ similar products manufactured Profit and Loss Account Statement and Balance Sheet for each of the last 3 financial years ending 2023-24 for the same/ similar products manufactured duly certified by a practicing Chartered Accountant or Statutory Auditor.
(f)	Blacklisting	The bidder should not have ever been de-barred or blacklisted by the Central Government or any State Government or their undertakings/ firms from providing products/	Self-declaration in the form of an affidavit to be submitted

Sr. No.	Criteria	Minimum Eligibility Criteria	Supporting Documents
		services.	
(g)	No Dues Outstanding with HDDCF	The bidder shall not have, as on date of publication of the EOI, any dues outstanding for a period of more than one month with HDDCF/ Vita/ HAICL/Govt. of Haryana	Self-declaration in the form of an affidavit to be submitted

4.2.4 Joint Venture/ Consortium are not allowed, and such proposals shall be summarily rejected.

4.2.5 The bidders qualifying for this stage would be shortlisted under the EOI for further processes of Technical Evaluation Criteria.

4.3 Evaluation Criteria Post EOI Short listing

4.3.1 The bidders short-listed through the EOI process will thereafter undergo detailed evaluation by HDDCF. The employment of firms will be based on the evaluation criteria outlined below. Only firms securing a **minimum of 75 marks out of 100** will be eligible for empanelment.

S.No.	Parameters	Documentary Proof to be attached	Maximum Score
1.	Turnover Criteria: Average Annual Turnover from the same/ similar products manufactured during the last 3 financial years (2021-22, 2022-23 and 2023-24): <ul style="list-style-type: none"> • ≥ 10 crore - ≤ 25 crore: 5marks • > 25 crore - ≤ 50 crore: 10 marks • > 50 crore - ≤ 75 crore: 15marks • > 75 crore - ≤ 100 crore: 20 marks • > 100 crore: 25 marks 	<ul style="list-style-type: none"> • Average Annual Turnover Certificate for the last 3 financial years for the same / similar manufactured countersigned by CA • Audited balance sheet and profit and loss account for the same/ similar products manufactured counter sign by the CA for the last 3 financial years 	25 marks
2.	Relevant Years of Experience Criteria: <ul style="list-style-type: none"> • ≥ 5 years- ≤ 7 years : 5 marks • > 7 years ≤ 10 years: 10 marks • > 10 years - ≤ 15 years: 20marks • > 15 years : 25marks <p>Note: -For the purpose of giving the evaluation marks under experience, the experience of the bidder will be considered on the basis of highest experience in any of the applied products (within the product category).</p>	<ul style="list-style-type: none"> • Proof of establishment of the manufacturing plant(s) • Statement of experience of production of each product by the plant(s) duly certified by the CA along with the valid proof of year wise production of the product(s). 	25 marks
3.	Visibility of the Outlets- General and Modern Trade The evaluation of visibility shall be based on the number of retail outlets where the firm's products are available. Marks will be awarded as per the following scale: Up to 250 outlets: 5 marks	The firm must provide verifiable documentation of the bill copies or any other proof of outlet presence to qualify for the respective marks.	25 marks

S.No.	Parameters	Documentary Proof to be attached	Maximum Score
	251- 500 outlets: 10 marks 501- 750 outlets: 15 marks 751-1000 outlets: 20 marks Above 1000 outlets: 25 marks		
4.	Technical Presentation: After the evaluation criteria, the bidder will give the presentation based on the following criteria: <ul style="list-style-type: none"> • Understanding of the assignment • Proposed strategy for implementation/ Approach and Methodology • Product Portfolio • Manufacturing Capabilities/Plant & machinery • Quality assurance, Testing facilities, Marketing Assistance etc. 	-	25 marks
Total Marks			100 marks

- 4.3.2 The top-scoring agency, securing a minimum of 75 marks, may be empaneled for the products applied by the firm based on the highest ranking within the product category. The next two highest scoring agencies (securing minimum 75 marks) may be considered for empanelment for remaining products within that product category. Additionally, two agencies scoring at least 75 marks in each product category may be placed on a reserve list. In the event of a breach of contract or discontinuation by the empaneled agency/party, HDDCF reserves the right to engage agencies from the reserve list to ensure uninterrupted services.
- 4.3.3 HDDCF shall conduct plant visits to evaluate the quality and capacity of the manufacturing plants of the bidder.
- 4.3.4 The selected agency will be invited to discuss and negotiate the rates and margins to be offered to HDDCF, which will be finalized through mutual agreement.
- 4.3.5 Based on the evaluations conducted, HDDCF shall empanel one or more firms for the purposes of manufacturing products under the Vita brand name. Multiple firms may be empaneled by HDDCF to manufacture a particular product under the Vita brand name.
- 4.3.6 The decision of HDDCF as regards acceptance/rejection of eligibility for parties who apply will be final and binding.
- 4.3.7 Notwithstanding the above, HDDCF reserves the right to accept or reject any or all intentions or to annul the EoI process.

ANNEXURE-I

Form 1

**Letter of Proposal
(on Applicant's Letter Head)**

**To Managing Director,
Haryana Dairy Development Cooperative Federation Limited,
Bay Nos. 21-22, Sector 2, Sahkarita Bhawan,
Panchkula, Haryana**

Subject: Expression of Interest (EOI) for Empanelment of Firms for Manufacturing Breakfast and other Products under the Vita Brand Name

Sir,

1. With reference to your EOI document dated ____, I/we, having examined the EOI Document and understood its contents, hereby submit my/our proposal for the aforesaid Empanelment. The proposal is unconditional and unqualified.
2. All information provided in the proposal and in the Annexure is true and correct.
3. This statement is made for the purpose of qualifying as a bidder for empanelment for the assignment.
4. I/ We will make available to HDDCF any additional information it may find necessary or require supplementing or authenticating our proposal.
5. I/ We acknowledge the right of HDDCF to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that neither have we failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor have we been expelled from any contract nor have any contract terminated for breach on our part.
7. We certify that we have not been barred by the any other State Government in India (SG) or Government of India (GoI), or any of the firms of Govt. of Haryana/State Government/Government of India from participating in its EOIs.
8. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by HDDCF.
9. I/ We do not have any conflict of interest in accordance with the EOI document.
10. I/We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the EOI document, or any agreement entered into with HDDCF or any other public sector enterprise or any government, Central or State; and
11. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI, 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.
12. I/ We understand that you may cancel the EOI Process at any time and that you are not bound to accept any proposal that you may receive, without incurring any liability to the bidders, in accordance with the EOI document.

13. I/ We declare that we are not a member of any other firm submitting a proposal for the assignment. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory body or HDDCF which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
14. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any firm of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
15. I/ We undertake that in case due to any change in facts or circumstances during the EOI/ Empanelment Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate HDDCF of the same immediately.
16. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HDDCF in connection with the selection/short listing/ empanelment of the bidder, or in connection with the selection / short listing/empanelment process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
17. I/We have studied all the documents carefully and also understood the scope of the project. We understand that except to the extent as expressly set forth here, we shall have no claim, right or title arising out of any documents or information provided to us by HDDCF or in respect of any matter arising out of or concerning or relating to the selection/short listing/empanelment process.
18. I/We agree to keep our proposal valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the EOI.
19. I/We agree and undertake to abide by all the terms and conditions of the EOI document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the EOI document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory
Name and seal of Bidder

ANNEXURE-I

Form 2

Particulars of Bidder

S. No.	Parameter	Details to be filled with by Agency /Firm	Relevant supporting documents to be attached
Details of Bidding Entity			
1.	<p>List of products that the bidder is interested in manufacturing under the Vita brand name. The name of the category and product applied for shall be clearly mentioned.</p> <p>Please select one or multiple products under each category from the list below: Products Categories:</p> <ul style="list-style-type: none"> • Category-1: Spreads: Mayonnaise, Peanut Butter, Jam, Marmalade, Honey • Category 2: Sauces: Tomato Ketchup, Red/ Green Chilli Sauce, Pizza Sauce, Pasta Sauce • Category 3: Eatables: Cornflakes, Rusk, Vermicelli, Noodles, Macaroni, Pasta, Poha, Upma, Pancake Mix • Category 4: Ice-cream: Various flavors • Category 5: Cheese Products: Cheese Block/Tin, Cheese Slice, Cheese Cubes, Diced Cheese/Pizza Cheese/mozzarella • Category 6: Other Milk products: Flavored milk (other than Butter scotch, Elaichi, Coffee flavour), Soya Milk, Oat Milk, Almond Milk, Condensed milk, lactose-free milk 		
	<ul style="list-style-type: none"> • Category 7: Probiotic Products: Fermented milk, probiotic curd, flavored yogurts, lactose-free curd, sugar-free yogurt 	(mention product name applying for)	
	<ul style="list-style-type: none"> • Category 8: Dry fruits and Pulses: Various typesThe bidder/ applicant may apply for manufacturing one or multiple products from the above-mentioned list 	(mention product name applying for)	
2.	Name of the bidder		-
3.	Address of the bidder		-
4.	Legal status (Proprietorship/ Partnership/ LLP/ Cooperative/ Company		Proof of Legal Status: <ul style="list-style-type: none"> • For a Company -

5.	Date of incorporation and/or commencement of business		<p><i>Certificate of incorporation and memorandum of association, and PAN of the company.; or</i></p> <ul style="list-style-type: none"> • <i>Partnership Firm/ LLP - Partnership deed and registration certificate with Registrar of Firms.</i> • <i>Cooperative Society – Registration certificate and Bye Laws</i> • <i>Proprietorship Firm- Registration certificate</i>
6.	PAN		Photocopy of PAN
7.	GST Certificate		Photocopy of GST certificate. In case of non-applicability of GST, declaration to this effect duly certified by a practicing Chartered Accountant or Statutory Auditor clearly stating the reason for non-registration under the Concerned Statutes
8.	Organization Profile of the Bidder		Relevant document (self-certified)
9.	Overview of the product portfolio of the bidder		Relevant document (self-certified)
10.	No. of years of experience of the bidder in manufacturing the product/ products for which the bidder has applied for (to be mentioned)		Relevant document (self-certified)
11.	Details of the different brands under which the bidder sells the product/ products for which the bidder has applied for		Relevant document (self-certified)
12.	Details of sales of the product/ each of the products for which the bidder has applied for region wise		Relevant document duly certified by a practicing Chartered Accountant or Statutory Auditor
13.	<p>Details of manufacturing plants of the bidder which will be used for the purpose of manufacturing each of the products under Vita brand name for which the bidder has applied for</p> <p>Details to be covered include address of the plant, information about capacity/ production quantity, technologies in use, machinery available, make of machinery available, testing equipment and other related details which can give a comprehensive overview of the manufacturing capabilities</p>		Relevant document (self-certified)
15.	Details of relevant quality certifications of the plants which will be used to manufacture products under Vita brand name		Proof of quality certifications

S.No.	Parameter	Details to be filled by bidder	Relevant supporting documents to be attached by bidder
16.	Details of any similar arrangements with other dairy/ FMCG companies		
17.	Net worth (as on 31.03.2024)		Profit and Loss Account Statement and Balance Sheet for each of the last 3 financial years ending 2023-24 duly certified by a practicing Chartered Accountant or Statutory Auditor.
18.	Annual Turnover (exc. Tax) – FY 24		
19.	Annual Turnover (exc. Tax) – FY 23		
20.	Annual Turnover (exc. Tax) – FY 22		
21.	Average Annual Turnover in last three FYs (exc. Tax)		
22.	Has the firm been de-barred or blacklisted by the Central Government or any State Government or their undertakings/ firms from providing services		Self-declaration in the form of an affidavit to be submitted as per format specified in Annexure II, Form 3
23.	Does the firm have any dues outstanding for a period of more than one month with HDDCF/ Vita/ Govt. of Haryana		Self-declaration in the form of an affidavit to be submitted as per format specified in Annexure II, Form 3
24.	Why is the bidder most suitable to be awarded the contract for manufacturing products under the Vita brand name?		
Details of individual who will serve as point of contact/ communication for the bidder			
1.	Name of Individual		
2.	Designation		
3.	Contact Address		
4.	Mobile No.		
5.	Email ID		

ANNEXURE-I

Form 3

**Format for Affidavit
(On Stamp paper of relevant value)**

Date:

To:

Ref: Expression of Interest (EOI) for Empanelment of Firms for Manufacturing Breakfast and other Products under the Vita Brand Name

Dear Sir,

I/We _____ hereby declare that statements, documents, credentials, documentary evidences, financial statements and other documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said EOI, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, HDDCF, has the right to verify the authenticity of the proposal submitted by us.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal, and failure to abide by the terms and conditions of the EOI, I/we are liable to any actions that may be taken against us by HDDCF, Government of Haryana.

Further, I/We confirm that we do not fall under any of the following categories:

- i. We do not have more than one-month current outstanding dues with HDDCF/ Vita/ any department of the Govt. of Haryana as on date.
- ii. We have not been de-barred / black listed by Central Government or any State Government or any undertaking/ firms of the Government for providing our services

Yours faithfully,

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

ANNEXURE-I

Form 4

**Format for Power of Attorney for signing of proposal
(On a Stamp Paper of relevant value)**

Power of Attorney

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (Name), 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, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal against for “Expression of Interest (EOI) for Empanelment of Firms for Manufacturing Breakfast and other Products under the Vita Brand Name” by HDDCF including but not limited to signing and submission of all applications, Proposal and other documents and writings, participating in bidders' and other conferences and providing information / responses to HDDCF, representing us in all matters before HDDCF, signing and execution of all contracts including the Contract/ Agreement/MoU and undertakings consequent to acceptance of our Bid, and generally dealing with HDDCF in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with HDDCF.

AND we 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.

IN WITNESS WHEREOF we, _____, the above named Principal has executed this power of attorney on this ____ day of _____ 2024.

**(Signature)
(Name, Title and Address)**