



THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
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TENDER NOTICE

E-Tender Notice for outsourcing of all the jobs/works of operation and maintenance of Hafed Flour Mill, Taraori for wheat processing, Atta production and other related jobs.

Hafed invites E-Tenders from the established and experienced Flour Millers for outsourcing of all the jobs/works of operation and maintenance of Hafed Flour Mill, Taraori of 40 MT per day capacity for wheat handling, wheat processing, atta production packing, repair & maintenance and all other related works of the Flour Mill. All the expenses like Power charges, labour, maintenance, packing to execute the works/jobs as mentioned in the tender document shall be borne by the successful bidder. The Miller shall be responsible for working for PDS/WCD/MDM Schemes etc.

The tender document containing detailed terms & conditions and scope of work are available on portal [https:// etenders.hry.nic.in](https://etenders.hry.nic.in) and at Hafed's website www.hafed.gov.in and can be downloaded. The tender document fee is Rs.1000/- (non-refundable) and e-service fee of Rs.1000/- (non-refundable). The online tender document must be accompanied with the EMD of Rs. 10,00,000/- Lakh (Rupees Ten Lakh). The tender document fee, processing fee, EMD and the technical and financial bids must be uploaded on the portal up to **15.04.2021** till **4.00 PM** through e-Tender portal. The interested parties may visit the Flour Mill on any working day from **09:00 AM** to **05:00 PM** with prior intimation to Hafed.

All the bidders are required to get registered on the e-tendering portal and obtain a Digital Signature from NIC office. The technical bid will be opened on **16.04.2021** at **11.30 AM** at Hafed Corporate Office, Sector-5, Panchkula. The financial bid of only those bidders will be opened/considered who are found technically eligible. The date of opening of financial bids will be informed accordingly. All the bidders are requested to be present at the time of opening of the bids. The negotiations will be held as per the guidelines mentioned in the tender document.

Hafed reserves the right to accept/reject any/all bids without assigning any reason.

**MANAGING DIRECTOR
HAFED PANCHKULA**

DETAILED NOTICE INVITING E-TENDER

E-Tender Notice is invited from established and experienced Flour Millers for outsourcing of all the jobs/works of operation and maintenance of Hafed Flour Mill, Taraori of 40 MT per day capacity for wheat processing, Atta production, etc. for one year in single stage two cover system i.e. request for Technical Bid (online bid under Technical Envelope) and request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope). The works shall include wheat handling, processing, atta production, packing, repair & maintenance, and all other related works. All the expenses like Power Charges, labour, maintenance, packing etc shall be borne by the bidder. :-

SN	Name of Work	EMD to be deposited	Tender Document and E-services Fees
1.	E-Tender Notice to operate the Hafed Flour Mill Taraori of 40 MT per day capacity for one year. The works shall include wheat handling, processing, atta production, packing, repair & maintenance, and all other related works as per the scope of work in tender document.	Rs.10,00,000/-	Rs.1000/- (non refundable) e-service fee of Rs.1000/- (Non refundable)

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two cover i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only of those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to „Online Payment Guideline“ available at the Single e-Procurement portal of Govt. of Haryana and also mentioned under the Tender Document.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He/She will be required to make online payment of required EMD in due course of time. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.
3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.
4. The interested bidders shall have to pay mandatorily Processing Fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks. The Payment for document fee (Rs.1000/-) and Processing Fee (Rs.1000/-) can be made by eligible bidders online directly through Debit Cards & Internet Banking. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

The Parties/Bidders can submit their tender documents (Online) as per the dates mentioned below:-

SN	Particulars	Remarks
1	On line submission of Tender Fee & e-service Fee of Rs. 2000/- (non refundable) and EMD of Rs.10,00,000/-.	26.03.2021 at 11:30 AM to 15.04.2021 at 4:00 PM
2	On line Bid submission	26.03.2021 at 11:30 AM to 15.04.2021 at 4.00 PM
3	Manual submission of additional/ supporting document only	Upto. 16.04.2021 at 11.00 AM
4	Date and Time of opening of Technical Bids	16.04.2021 at 11.30 AM
5	Date and Time of opening of Financial Bids only valid Bidders	Shall be informed

Important Note:

1. The bidders have to complete „Application/Bid Preparation & Submission stage on scheduled time as mentioned above. If any party/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as „Applications/bids not submitted’.
2. Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Bidder can rework on his/her bids even after completion of Application/Bid Preparation & submission stage” (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

Registration of bidders on e-Procurement Portal:

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal 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, by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>

The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-token carrying DSCs.

Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - <https://etenders.hry.nic.in> the link for

downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

Online Viewing of Detailed Notice Inviting Tenders:

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

Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://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.

Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):

Online Payment of Tender Document Fee + Processing fee:

The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

1. Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
2. Scan copy of Document to be submitted / uploaded for Technical bid under online Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
3. FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually

ASSISTANCE TO THE BIDDERS

For queries on Tenders Haryana Portal, Kindly Contact

Note: Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject shield emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority. Tel:-0120-4200462, 0120-4001002

Mobile:

Email:-support.etender@nic.in

For any technical related queries please call at 24x7 Help Desk number 0120-4001002, 0120-4200462, 0120-4001005, 120-6277787

For support related to Haryana Tenders in addition to help desk you may also contact on email ID eproc.nichry@yahoo.com, [Tel:0172-2700275](tel:0172-2700275)

Timing:

Technical support assistance will be available over telephone Monday to Friday (9:00am to 5:30pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the

contractors)

NOTE:

Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to e-payment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their queries if there is any pertaining to the online bidding and the single e-Procurement portal at email address:- <https://etenders.hry.nic.in>

NOTE:-

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

(Online Payment Guidelines)

Guideline for Online Payments at e-Procurement Portal of Government of Haryana.

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

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT or Over the Counter (OTC)

Operative Procedures for Bidder Payments

A. Debit Card

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

- i. Bidder selects Debit Card option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- iii. Bidder clicks on "Continue" button.
- iv. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- v. Bidder enters card credentials and confirms payment
- vi. The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- vii. The page is automatically routed back to e-Procurement portal
- viii. The status of the payment is displayed as "successful" in e-Procurement portal.
- ix. In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp
- x. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B. Net Banking

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

- i. Bidder selects Net Banking option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount to be paid by bidder.
- iii. Bidder clicks on "Continue" button
- iv. The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
- v. Bidder chooses his / her Bank

- vi. The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank.
- vii. Bidder enters his account credentials and confirms payment
- viii. The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- ix. The page is automatically routed back to e-Procurement portal
- x. The status of the payment is displayed as “successful” in e-Procurement portal.
- xi. In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.
- xii. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C. RTGS/ NEFT

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- I) To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
- II) Upon doing so, the e-Procurement portal will redirect the bidder to a page where will generate a Challan.
- III) This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

RTGS / NEFT Payment Procedure

The bidder shall be required to take a print of the challan and make the RTGS / NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/PSUs

Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e., the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Techprocess intermediary Department/PSUs Escrow Security Deposit A/C

D. Over the Counter (OTC)

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is <=49,999), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on “Continue” Button.

- (iv) The e-Procurement portal displays the details of payment. The Bidders click on "Print Challan" and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e Procurement portal prior to accepting the payment
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from eProcurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as "verification successful" in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting.

INVITATION OF BIDS:

Hafed invites E-Tenders from the established and experienced Flour Millers for outsourcing of all the jobs/works of operation and maintenance of Hafed Flour Mill, Taraori of 40 MT per day capacity for wheat handling, wheat processing, atta production packing, repair & maintenance and all other related works of the Flour Mill. All the expenses like Power charges, labour, maintenance, packing to execute the works/jobs as mentioned in the tender document shall be borne by the successful bidder. The Miller shall be responsible for working for PDS/WCD/MDM Schemes etc.

Bidders are advised to study all technical and commercial aspects, instructions, terms and conditions and the specifications/parameter of the fortified atta/commercial atta /non-fortified atta carefully in the tender document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the tenderer's risk and may result in the rejection of the bid.

TERMS AND CONDITIONS OF THE TENDER

1. DEFINITIONS

- 1.1 Fortified Atta** means Fortified Whole Wheat Chakki Atta.
- 1.2 Fortified Whole Wheat Chakki Atta (Fortified Atta)**, popularly known as Atta in Indian subcontinent, is a coarse product obtained by grinding of wheat and contains all the parts of wheat e.g. endosperm, bran and germ. Generally, whole wheat flour obtained by grinding wheat in Chakkis is used to prepare chapatti, an Indian flatbread.
- 1.3 Commercial Atta** means the fortified/non-fortified atta produced for Hafed for marketing commercial wheat.
- 1.4 The Contract** is between Hafed and the Chakki/Flour Miller to execute & complete the Processing of the Fortified Whole Wheat Chakki Atta (Fortified Atta) as per agreed terms and Specifications. This includes all attachments and annexure.
- 1.5 The Miller** means an individual/firm/registered company etc. who has submitted the Bid to process the wheat for producing Fortified Whole Wheat Chakki Atta as per specifications specified in the tender document.
- 1.6 The Bidder** shall submit technical bid, financial bid and other required documents online.
- 1.7 PDS** means Public Distribution Scheme.
- 1.8 MDM** means Mid Day Meal Scheme.
- 1.9 ICDS** means Integrated Child Development Scheme.
- 1.10 WCD** means Women & Child Development Department, Haryana.
- 1.11 Hafed** means Haryana State Cooperative Supply & Marketing Federation Ltd.
- 1.12 EED** means Elementary Education Department, Haryana.
- 1.13 F&S** means Food, Civil Supplies & Consumer Affairs Department, Haryana.
- 1.14 Specification** means the specifications of the Fortified Atta, micronutrients and packing bags indicated in the tender document and any modification or addition made or approved by Hafed.
- 1.15 Effective date of contract** shall be the date of receipt of intimation of award of work to the successful bidder/s.
- 1.16 Hafed** does not guarantee to give/allocate the wheat for atta supply under various schemes of Haryana or for commercial atta.

2 Eligibility criteria for the bidders:

- i) The bidder/flour miller should be proprietor of the flour mill meaning thereby if, the bidder is not the owner of any flour mill, he shall not be eligible to bid in this tender.
- ii) The bidder must have experience of complete operations of running the Flour Mill for minimum 5 years. The bidder/flour mill should be profit making since last 3 years (Proof of experience certificate and profit earned during the last 5 years duly certified by C.A. to be attached).
- iii) The bidder should have a turnover of minimum of Rs. 35 Crore and will submit the Certificate for a turnover for last two years i.e. 2018-19 & 2019-20 duly verified by the Chartered Accountant.
- iv) The Capacity of the flour mill of the bidder should be minimum 100 MT per day for wheat processing.
- v) The bidder should have experience of supply of fortified atta for the ICDS/MDM/PDS schemes of Govt. of Haryana.
- vi) The bidders will submit EMD of Rs. 10 Lakh within the specified period. No interest shall be payable by Hafed on the EMD.
- vii) The bidder will submit Audited Balance sheet of last 2 years.
- viii) The bidder/firm shall be in profit during last 2 years.
- ix) The Bidder will submit the solvency certificate from the operating/dealing banks.
- x) The bidder/successful miller have to deploy team of competent employees to undertake the work.
- xi) The bidder/ firm should be registered with the concerned competent authority, so as to meet the statutory requirements of the Provident Fund, The Labour Department and any other applicable authority and shall submit copies of the same.
- xii) The tender must be submitted along with the copies of a valid GST registration, PF registration and PAN Card.
- xiii) The tenders will produce the copies of past work orders & satisfactory completion certificate from competent authority as proof of work experience.
- xiv) The bidder should submit the authority letter of their authorized person for signing and participation in the tender from their company Secretary/ BOD resolution.
- xv) The bidder shall be responsible for all the laws applicable presently or laws made applicable by Central Govt., State Govt. or any other statutory authority during the contract period.
- xvi) The bidder will submit a certificate that all terms and conditions mentioned in the tender document are acceptable to them.
- xvii) The bidder should not be blacklisted/ barred for non performance or should not have any litigation pending in the court related to deliverance of similar scope of work as mentioned in this tender. The bidder will submit a certificate on this account.
- xviii) The financial bids of only those parties will be opened, who qualifies the technical bid.

4. Scope of work and responsibilities of the bidders/supply of Flour Mill.

- 4.1 The miller shall complete the job given by Hafed:
 - a) Production of Fortified Wheat Flour for commercial sale by Hafed.
 - b) Production of Fortified Wheat Flour for supply under PDS, ICDS and MDM Schemes (As per Annexure-A).
- 4.2 The Flour Miller will intimate the list of spare parts/tools/lubricants or any other requirement for repair and maintenance, overhauling or replacement of any machine/stone to Hafed well in advance the items will be purchased by Hafed and handed over to the miller for installation/repair etc.
- 4.3 All material required for repair & maintenance and its cost will be borne by the party.
- 4.4 Any other work which is not specified in Annexure A, but required for smooth functioning of the mill, will also be done by the party without charging any extra cost.
- 4.5 If the party fails to deliver the work allotted as per scope and the terms and conditions of the tender, Hafed shall get the work executed from any other agency/firm at the risk and cost of the party.
- 4.6 All persons engaged by the firm directly or indirectly shall be employees of the firm and it is obligatory on the part of the firm to cover all their employees under workman compensation Act and other Acts.
- 4.7 The firm will be responsible for deduction of EPF/ any other such liability from their employees and Hafed will not be responsible for any monetary claim or payment to the firm employees or statutory authorities under the employees provident fund, Family pension Fund or any other liabilities.
- 4.8 Group insurance of the employees of the firm will be the responsibility of the Firm and Hafed will not be responsible for any claim which may be made under the workmen compensation Act and other Acts.
- 4.9 In the event of any accident/causality etc. of the employees of the firm and Hafed will not be responsible and Firm will ensure all safety measures for its employees.
- 4.10 The firm shall ensure that the age of their employees will not be less than 18 years in any case.
- 4.11 The firm/ party shall withdraw those Employees, who are not performing the work to the satisfaction of the Hafed or for their misconduct and such employees will be replaced as may be suitable to Hafed. However, the firm will not transfer the duty of its employees without the consent of the Hafed.
- 4.12 In case due to shortage of manpower, some maintenance jobs are not likely to complete in time, Hafed will have the right to outsource the same to the third Party or Hafed employees at the risk and cost of the firm/party.

- 4.13 The tenderer shall duly comply with the provision of the Apprentices Act. 1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under said Act and the said rules and on his failure or neglect to do so the tenderer shall be subject to all the liabilities and penalties provided by the said Act and rules.
- 4.14 The party will take all precautions to keep their employees safe from COVID-19 for the purpose they will issue proper uniform, Mask, gloves etc to their employees. The party will make arrangement for proper sanitization of their employees.

5 **Supply of Wheat:**

- I) The Wheat for the requirement of Commercial Wheat Flour will be issued by Hafed to the party for Commercial sale.
- II) Party will have to supply 100 kg. Atta against 100 Kg. of Wheat given for Govt. MDM/PDS/ICDS.
- III) Packing material of Atta supplied under PDS, WCD & Mid Day Meal Scheme will be provided by the contractor and the cost of packing material will be included in the rate contract.
- IV) All the by-product of wheat shall be retained by the Miller in case of PDS/MDM/ICDS scheme. However the by-product of commercial atta of Hafed will be property of Hafed.
- V) Hafed will provide wheat for Atta production at the storage point of Rice Mill Campus and all the expenses for shifting of wheat from storage point to mill will be borne by Miller.
- VI) Cost of Loading of Atta into trucks or others vehicle from mills will be borne by the Miller.

6 **List of Inventory of Plant and Machinery.**

Hafed Flour Mill Taraori with a processing capacity of 40 MT per day is in operation since 2013-14. The Flour Mill is having all the necessary machineries and equipments as per the below given inventory.

SN	Name of Equipments/Machine	Qty.
1.	Atta Chakki with 20 HP Motor on each Chakki	8 Nos
2.	Elevator with 3 HP Motor on each elevator	6 Nos
3.	Burm with Motor (1 HP to 5 HP)	6 Nos.
4.	Reel Machine with 3 HP Motor	1 Nos.
5.	D-Stoner with 2 Motor ½ HP & Blower-Motor 7.5 HP	1 Nos.
6.	Vibro Separator with 2 Motor 1 HP	2 Nos.
7.	Scorer with Motor 15 HP	1 Nos.
8.	Low pressure Blower with Motor 10 HP	1 Nos.
9.	Plant Shifter with Motor 7.5 HP	1 Nos
10.	High pressure blower with motor 30 HP	1 Nos
11.	Micro Feeder	1 Nos.
12.	Dalia Machine with Motor 10 HP	1 Nos.
13.	Entoleter with Motor 7.5 HP	1 Nos,
14.	New automatic pouch packing machine with 3 Nos. Motor & Servo Stabilizer	1 Nos.
15.	Aspirator Fan with Motor 1 HP	1 Nos.
16.	Air Compressor with Motor 10 HP	1 Nos.
17.	Air Saprations Wheat with Motor 1 HP	1 Nos.
18.	Electrical Pannels	3 Nos.

7 Capacity Utilization:

100 % capacity utilization should be achieved at the end of year. The party shall also ensure trouble free services to grind wheat for the period of two years.

8 Quality of Wheat Flour & Dalia:-

The quality of wheat flour & Dalia as per standard specifications of FSSAI as mentioned in the Annexure. As regards production of commercial atta for Hafed the quality should be as per the industry standard and acceptable to the institutions/dealers, distributors and the consumers.

9 PENALTY:

- a) If it is found that there is a short fall in the use of Premix in the batch, compared to the prescribed limit of usage mentioned in the tender document the batch will be rejected and no deviation will be accepted. The short fall will be assessed from the QC report of the premix parameters for the batch.
- b) If it is found that Miller has diverted the wheat provided for preparation of Fortified Atta legal actions under the Essential Commodity Act or any other law in force shall be initiated against the Miller.
- c) For not achieving the parameters of grinding of Atta which is supplied to MDM, PDS & WCD Scheme, penalty will be imposed as per Govt./Hafed instructions.

10 Damage to Machinery:-

- a. Any damage of machinery during repair & maintenance & operation, if occurred due to negligence of staff of the party, the same will be recovered from the party.
- b. The firm will submit the invoice for payment once in a month (after completion of month).
- c. a) 80 % payment shall be made at the end of the month within seven days after submission of invoice/bill.
b) 20% shall be made after submission of EPF/ESI etc. Challan every month.
- d. TDS as applicable will be deducted at source.

11 Conflict of interest:-**a) Conflicting Assignment/job:**

The bidder company (including its affiliates) shall not be hired for any services/job that, by nature, may be in conflict with another services/job of the bidder company to be executed for the same or for another Employer.

b) Conflicting Relationships:

The bidder company that has a business or family relationship with a member of the Hafed's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to HAFED FLOUR MILL, TARAORI throughout the Contract.

12 Contract Period:

- a. The contract period is for 2 years commencing from the allotment of work. The contract period can be extended on the request of successful bidder and Hafed's final decision on the basis of performance.

13. COMPLIANCE WITH LABOUR REGULATION

During the continuance of the Agreement, the Miller shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central or local authority.

14. LIQUIDATED DAMAGES

In the event of the Miller failing to supply the ordered quantity as per the quality specifications and in conformity to the requirement within given time limit than Hafed shall be at liberty to get the work done on the risk and cost of the Miller. In such case, Hafed will forfeit the security amount besides black listing the Miller.

i. TITLE AND RISK

- a) All risks, liabilities and obligations in the product as related to product shall be borne by the Miller. The Miller shall always ensure that the goods supplied by it under this contract shall be free from any lien, charges or other claims.
- b) In case the Miller fails to complete the processing and supply of the fortified wheat flour, Hafed shall be at liberty to get the work done from the third party on the risk and cost of the Miller and the difference of expenses/amount shall be recovered from the Miller.

ii. FORE CLOSURE

The Hafed reserves the right to foreclose the contract without assigning any reason. In such case the miller will not be entitled to any compensation for non-supply or loss profit or any incidental costs of any kind.

iii. NEGOTIATIONS:

The negotiations will be held as per Haryana Govt Guidelines/instructions. All the bidders are requested to be present at the time of opening of tender for negotiations.

15 APPLICABLE LAW AND ITS JURISDICTIONS

The contract shall be governed as per laws of Republic of India and shall be subject to jurisdiction of Courts in Haryana. If any document/information submitted by the Miller is found to be fake/incorrect or not as per the tender document then criminal proceedings may be initiated against the bidder and the EMD will be forfeited without giving any notice to the party/bidder

16 ARBITRATION

In case of any disputes arising out of the contract the same shall be referred to M.D. Hafed or his/her nominee as arbitrator and his decision shall be final and binding on both the parties.

TECHNICAL BID

SN	Particulars	Detail
1	Particulars of Bidder/s	
	a. If proprietorship	Name of the Proprietor with address, phone/ email no.
	b. If Partnership firm	Name of all the Partners with their address, phone/fax/email nos. Is partnership deep registered Yes/No If yes, Date of registration and name of registering authority (copy of same to be enclosed)
	c. If a Ltd., Company under Indian Companies Act, etc.	Please state Organization detail: Pvt. Ltd/Ltd Registered Name & Office Address,
2	Self attested copy of acceptance of all the terms and conditions of the tender document.	
3	Power of Attorney/Letter of authorization of the Signatory of the bid document if necessary.	
4	Name & Location of Mill, Year of establishment	
5	Self attested copy of manufacturing license issued by the government approved regulatory authorities/DIC and should be valid on the date of applying of the tender, the bidders whose license has expired and have applied for renewal shall not be considered.	
6	Self attested details of functional Chakkis with stone size of each Chakki and the actual production/working capacity to be mentioned in Ton Per Day (TPD).	
7.	Self attested copy of the certificate indicating that manufacturing capacity of the Chakki Mill/Flour Mill with Chakki line is minimum 20 MT per day.	
8.	Copies of Balance Sheets/ Profit & Loss Accounts for the financial years 2017-18 & 2018-19 certified by a chartered accountant (Excluding the Mills established in current financial year)	
9	PAN No	
10	GST NO	
11	Self attested certificate of the Miller to guarantee the shelf life of 60 days of Fortified Atta, from the date of packing.	

12	Company Profile and details of premix manufacturer and supplier to the bidder.	
13	The Bidder/party/proprietor/firm will submit the self attested certificate declaring that he has not been debarred or blacklisted from any state/central authority (In any other firm also) till the due date of submission of bid.	
14	Attested certificate stating minimum covered storage space 300 MT for wheat and minimum 200 MT for packed Atta (Mills below 500 MT of total covered storage capacity will not be considered.)	
15	Weighbridge of 45 MT installed in the Mill premises.	Yes/No
	Weighbridge of 45 MT is within the 5 KM radius from the Mill Premises.	Yes/No
16	Valid FSSAI License No. and attach the Certificate.	
17	Proof of experience certificate of repair, maintenance and operation of complete factory operations of Flour Mill including repair and maintenance of the same Mill and the company should be profit making in the last five years of the Flour Mill.	
18	PF registration	
19	Earnest Money	Rs. 10,00,000/- (Ten Lakh only) in shape of online only in favour of the Haryana State Cooperative Marketing Federation Limited payable at any schedule bank at Panchkula Transaction No. _____ Issuing Bank _____

Accepted

Seal & Signature of the authorized Person on behalf of the tenderer.

Name: _____

Address: _____

Email: _____

Contact No. _____

Mobile No. _____

Conflicting Relationships Undertaking

We M/s
hereby submit an undertaking that none of our employees has a business or family relationship with a member of the Hafed's staff directly or indirectly throughout the Contract.

Seal & Signature of the authorized Person on behalf of the tenderer.

Name: _____

Address: _____

Financial Bid

- (A) “Financial Bid for outsourcing of all the work to operate the Hafed Flour Mill who will bear all the variable expenses (including Electricity Charges) for running the Mill for one year.**

Sr. No.	Particulars	Amount (Taxes as applicable will be paid extra)
1	Outsourcing of all the work to operate the Hafed Flour Mill who will bear all the variable expenses (including Electricity Charges) for running the Mill for one year.	

- (B) FINANCIAL BID for outsourcing of production of fortified whole wheat chakki atta for PDS, MDM and ICDS Schemes of Haryana.**

S N	Size of different packing for which rates have to be quoted as per requirement of different variants/combinations for ICDS/ PDS/MDM.	Rate for the complete operations as per the scope of work and the tender document. (Rs. per quintal of wheat inclusive GST/ all taxes). (Wheat supplied in Jute bag)	Rate for the complete operations as per the scope of work and the tender document. (Rs. per quintal of wheat inclusive of GST/all taxes). (Wheat supplied in HDPE bag)
1	50 kg. for ICDS		
2	Combination of 10 & 25 kg.		
3	For 2,4,6,8 and 10 kg. bag.		
4	For 5, 10, 15, 20 and 25 kg Bags.		

I/we hereby agree to abide by all the terms and conditions laid down in the tender documents.

Place:.....

Date:.....

Signature of the Miller,

Name _____

Designation _____

Address: _____

Phone/Mobile No._____

E-Mail:_____

INSTRUCTIONS FOR SUPPLY FOR PRODUCTION OF FORTIFIED WHOLE WHEAT CHAKKI ATTA FOR PDS, ICDS and MDM SCHEMES OF HARYANA.

SCOPE OF WORK:

At present the fortified atta is being distributed under PDS in 5 districts of Haryana viz, Ambala, Karnal, Yamunanagar, Hisar and Rohtak while under MDM and ICDS, 22 districts are covered viz Ambala, Karnal, Kaithal, Kurukshetra, Sonapat, Hisar, Faridabad, Fatehabad, Gurugram, Jind, Panipat, Rohtak, Sirsa, Yamuna Nagar, Bhiwani, Jhajjar, Palwal, Mahendergarh, Nuh, Rewari, Charkhi Dadri and Panchkula. In future these schemes of supply of fortified atta may be/may not be extended to the other districts by the Govt. of Haryana. The scope of work covers the following activities:

i) Supply of wheat and transportation of Fortified Atta.

MDM: Hafed will supply wheat and transport Fortified Atta from mills to the schools.

ICDS: WCD will provide the wheat to the Miller at the Mill and thereafter, lift the Fortified Atta from the mill premises itself.

PDS: Food & Supplies Department will provide the wheat to the Miller at the Mill and thereafter, lift the Fortified Atta from the mill premises itself.

The work and responsibility of the Miller.

- ii) Unloading of wheat bags from the vehicle, storage and shifting from Godowns to the mill for cleaning, grinding, processing, fortification, packing etc.
- iii) The bidder/Miller will quote the rate for fortification with specified micronutrients (vitamins and minerals) as per FSSAI fortification standards of 2018 mentioned at Page No. 27. However, if subsequently FSSAI/Government decides to continue with the FSSAI fortification standards of 2016 for fortification as mentioned at page No. 27 in that case the bidder/Miller has to do the fortification on the amended norms on the same rates without claiming any extra cost.
- iv) Testing of quality of Fortified Whole Wheat Chakki Atta, as per given specifications and Parameters at page No. 27.
- v) Appropriate and scientific storage of wheat stocks, micronutrient premix, packing material and Fortified Whole Wheat Chakki Atta at the mill.
- vi) Packing of Fortified Whole Wheat Chakki Atta in 5, 10, 15, 20 & 25 kg bags and 2, 4, 6, 8 & 10 Kg made from the material and specifications as mentioned in the packing bag specifications for PDS and MDM Scheme. The packing of Fortified Atta in 50 kg or combination of 25 kg & 10 kg for WCD Scheme. Specifications of the packing bags are mentioned at page No. 28. These bags shall be further packed in master bags or any other packing size as required under the PDS, ICDS and MDM Schemes.
- vii) Printing on bags as per given design/format by the Food & Supply, WCD & MDM Department.
- viii) Loading of Fortified Whole Wheat Chakki Atta in to the trucks/vehicles at Mill.
- ix) The quality of cleaning, milling, fortification, packing etc. should be such that the shelf life of Fortified Whole Wheat Chakki Atta (Fortified Atta) supplied by the Miller is at least 60 days. Miller is required to guarantee 60 days shelf life stability and it shall be submitted in the form of self-attested certificate for Fortified Atta produced by the Miller.
- x) Any other work not mentioned in the scope of work, but found necessary at later stage for successful completion of this job, the Miller shall be bound to execute the work without any extra cost.

- xi) The Mill must meet the safety standards as per the guidelines of the Government/FSSAI Norms.
- xii) The lab testing charges of the samples shall be borne by the respective Miller.
- xiii) The Miller will retain the empty wheat bags (Jute/HDPE) received from Food & Civil Supplies Department and will adjust its price while quoting the rates for processing.
- xvi) All relevant policies of Haryana Government related to the scope of work will be applicable.
- xv) Hafed reserves the right to increase/decrease the required quantity without assigning any reason whatsoever.
- xvi) Hafed reserves the right to extend the contract for a period up to two year (not exceeding 2 year) to supply of Fortified Atta, if the performance of the Flour Millers is found satisfactory, as per terms and conditions of the tender documents.

SCHEDULING

- a) The wheat in 50 kg bags will be supplied to the Miller as per the monthly requirement of fortified Chakki Atta. Miller will acknowledge the receipt of wheat and will give a certificate acceptance of quality and quantity of wheat stocks.
- b) Release order for wheat stocks for next supply shall only be issued after satisfactory processing of fortified Chakki Atta from the previous month's release order.
- c) The delivery schedule will be provided in the work order and thereafter on monthly basis after getting the schedule from Food & Supply, WCD & MDM Department. These quantities are tentative and Hafed/Food and Civil Supplies Department may change the same for administrative convenience, if required.
- d) Effective date of contract shall be the date of receipt of intimation of award of work to the successful bidders.
- e) The DFSC/DEEO/DPO shall give the Block-wise/School wise/Anganwadies requirement of different packing of atta to DM, Hafed and the concerned Millers by 15th of every month, so that the packing material is arranged well in time for the next month.
- f) All the communication by the millers to Confed, Hafed and Food & Supply for requirement of packing details, wheat, sampling of atta, vehicle for transportation of atta etc. shall be done in writing through E-mail, letter and whatsapp group.
- g) The atta will be dispatched by the millers in presence of authorized representative of Confed/Hafed/WCD/EED of the concerned intending department under proper receipt.

1. TECHNICAL SPECIFICATIONS: -

The specifications of the FAQ wheat, Fortified Whole Wheat Chakki Atta, Micronutrients & Packing material are given at page No. 28.

2. QUALITY CONTROL AND INSPECTION.

In view of the short shelf life of Fortified Atta, the following method of quality assurance will be followed by the Miller:

- 1 The Miller must, at all times, ensure that the **Fortified Atta** produced shall always conform to the quality standard approved/prescribed by FSSAI and additionally adhere

to specifications for Fortified Atta as in page No. 27. Strict compliance with these quality standards is mandatory and any deviations shall not be permitted under any circumstances. It will be the responsibility of the Miller to ensure that proper and correct dosage of nutrients are mixed strictly as per norms mentioned in the tender documents. Any deviation shall result in severe action/criminal proceedings against the Miller as per law.

- 2 To ensure successful implementation of the Food Fortification for PDS/MDM/ICDS schemes, a committee constituted by HAFED will inspect the wheat after it is stacked and stored in the Mill premises.
- 3 Sampling of Premix, Packing Material and Fortified Whole Wheat Chakki Atta will be done by a committee constituted by HAFED. Any other consultant/expert may also be associated with the committee.

Testing of the samples of Micronutrients (Premix), Packing Material and Fortified Atta will be done strictly as per the BIS Standards, FSSAI norms and FDA guidelines from the reputed FSSAI approved and NABL Accredited Laboratories or as decided by the above Committee.

- 4 To ensure the quality of a batch of Fortified Atta produced by the Miller, a random sample will be drawn by the Committee as mentioned above or their representatives from each batch of approximately 100 MT of Fortified Atta and sample will be sent for quality analysis/ testing to the reputed FSSAI approved and NABL Accredited Laboratories or as decided by the above Committee.
- 5 Once the result of the sample given to the authorized laboratory confirms that the Fortified Atta quality offered by the Miller in a batch is as per the specifications given in this tender document, the batch quantity will be accepted. Any deviation from specifications shall not be allowed. Hafed shall also be entitled to initiate any action as deemed appropriate if the quantity of Fortified Atta is not supplied as per the prescribed quality specifications and time limit.
- 6 The charges of lab testing of all samples shall be borne by Miller.
- 7 Hafed also reserves the right to collect the random samples (through a committee) of Fortified Atta from Miller's premises/Godown Centers/warehouse(s) and get the same tested at the laboratory authorized by FSSAI and NABL Accredited Laboratories or as decided by the above Committee.
- 8 Any deterioration in quality or non-conformance to the approved specifications of the Fortified Atta will result in non-payment of bills or even initiating actions against the miller forfeiture of the security amount, getting the work done on his risk and cost and black listing the said party as well as initiating legal action against the Miller.
- 9 Miller is responsible for quality and quantity of packed bags for all times to come.
- 10 The millers shall ensure the entoleter are working properly and effectively to destroy the insect eggs and larva with minimum 99% efficiency. The samples will be collected randomly and will be tested for entomological analysis.
- 11 The starch damage in fortified should not be less than 15%. The acceptable limit of starch damage is 15% and above.
- 12 The granulation/particle size of fortified atta should be in the range of as mentioned in the specification parameters.
- 13 The millers have to calibrate the premix feeder on half yearly basis and the calibration certificate shall be checked by Hafed or its authorized representative during visit to the mills.
- 14 The millers will submit a copy of Certificate of Authenticity (COA) and copy of bills of

purchase of premix alongwith the monthly bills to DMs, Hafed.

5. **PROCEDURE FOR PROCESSING OF FORTIFIED FLOUR**

- a) After receipt of wheat in 50 kg. bags, the Miller shall give certificate of receipt of quantity and quality of wheat. MDM & WCD Department will give detail of type of bags (Jute or HDPE bags) supplied to the Miller on monthly basis. The empty bags will be the property of the miller.
- b) Proper record of processing of wheat is to be maintained and daily report of wheat stocks lifted, processed and packed will be submitted by the Miller.
- c) Choker/ Wheat Bran shall be a part of the final product and shall not be extracted/separated by the Miller.
- d) Other by-products arising out of the manufacturing of Flour shall be the property of the Miller, and any tax liability on it shall be borne by the Miller. Miller will supply Fortified Wheat Flour @ 100 % (including Choker/bran) of the total Wheat supplied i.e. the miller will supply 100 Kg of Fortified Atta against 100 Kg of wheat supplied.
- e) The Miller should buy required type and quantity of Vitamins & Minerals (Pre-mix) as specified in this tender from the reputed manufacturer having following criteria:
 - i) Vitamins & Minerals Pre-mix manufacturer should have minimum two years manufacturing experience,
 - ii) Manufacturer should have valid FSSAI and Food and Drug License besides other statutory approvals/licenses in vogue.
 - iii) Manufacturers having facilities and process should be audited and approved by any of the authorities like UNICEF/ WFP/ WHO/ MI/ GAIN or manufacturer must have sold vitamins/minerals to any of these institutions.
- f) The price shall be inclusive of all applicable and relevant expenses like unloading of wheat at Mill, cleaning & grinding of wheat, cost of premix, fortification using vitamins and minerals as per technical specification, packing material, packing charges, storage at mill, loading of Fortified Atta at mill inclusive of all Govt. duties and taxes as applicable, public liability insurance and all other incidental expenses.
- g) The Bidder/Miller has to quote separate rates for Jute and HDPE bags/bardana received with wheat from WCD & MDM Department and also for different packing sizes as per the financial bid.
- h) For better mixing of premix, while preparing **Fortified Atta**, miller is should use micro-dozer and then process the **Fortified Atta** through Entoleter to ensure desired shelf-life.

6. **Delivery:**

The monthly ordered quantity of the Fortified Atta as per the quality and packing specifications should be made ready for supply as per the demand of Food & Civil Supplies, Elementary Education Department and WCD Department. The overall period required for the preparation of required monthly quantity of Fortified Atta should not exceed 25 working days. As soon as the required Fortified Atta is ready, it is to be communicated in writing to Hafed and Food and Civil Supplies Department.

Late Delivery: The late delivery of the stock will be accepted for the period of maximum 7 working days from the last day of delivery schedule after deducting late delivery charges at the rate of 2% of the processing charge per week of late delivery period for the late delivered quantity.

7. PACKING, MARKING, LABELS

- 7.1 Packing must be in accordance with the Technical Specifications as mentioned in at page No. 28 and must ensure sufficient protection of the product to prevent its damages or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, sunlight, humidity, salt and precipitation during transit, storage the remoteness of the Goods' final destination during transport and storage under adverse climatic conditions.
- 7.2 Packing and labeling shall conform to all applicable laws and regulatory requirements and other provisions mentioned in this tender document page No. 28-29. To ensure the quality of packing material for packing of Fortified Atta by the Miller, a random sample will be drawn by the Committee from the bales of packing material and it will be sent for quality analysis/ testing to the laboratory authorized by Food and Drugs Administration / Government
- 7.3 Failure on the part of the Miller to meet with the packing and labeling requirements at page No. 28-29 shall entitle Hafed to reject the goods. In the event that the failure is continuing and is not rectified by the Miller within 15 days after the failure noticed by Hafed, then Hafed shall be entitled to terminate the contract and also to lodge financial and other claims against the Miller as may be warranted. Hafed will not be liable to make any payment to the Miller for any goods that have been rejected or for any other claims that the Miller may make for damages or otherwise following the termination of the Contract.

8. Security:

- i) The empanelled Millers will have to deposit a security amount equivalent @ 5% of the value of wheat including EMD, as and when work is allotted for processing (the rate of wheat will be considered as Rs.2200/- per qtl.) in the shape of DD in favour of the Haryana State Cooperative Supply & Marketing Federation Limited. However security amount will be required to be deposited by the empanelled miller if the work for processing is allotted. The EMD amount of the empanelled miller shall be retained by HAFED till the expiry of the tender/contract period. No interest will be paid on the EMD/security amount.
- ii) In addition, two post dated cheques of Rs. 50 Lakh each shall be submitted by the Miller to Hafed.
- iii) Surety from two reputed Arthias having their own shop and running license of previous 3 years shall be provided by the Miller. Surety will be equally/jointly responsible for any default found/done by the Miller at any stage.
- iv) In the event of failure to adhere to the terms & conditions by the Miller or any other loss caused to Hafed will lead to forfeiture of security amount and realization of losses by producing post dated cheques, besides recovering the losses as per laws & litigation.

9. PAYMENT TERMS:

The Miller will submit bills to the District Manager, Hafed GM Hafed, Taraori accompanied by an invoice describing, Fortified Atta delivered and services performed with complete documents stipulated in the contract. DM Hafed shall immediately submit the bills with concerned Department. The Food & Supplies, Elementary Education Department and WCD shall release the payment of processing charges and

5% service charges of Hafed within 15 days of submission of the bills by Hafed. For any delay in payment, the interest @ CCL shall be charged / recovered from the concerned department.

- Payments to the miller will be made by the District Manager, Hafed GM Hafed, Taraori for the monthly quantity delivered and accepted and shall be released against submission of following documents;
- Batch wise Original Invoice.
- Quantity reconciliation statement for Wheat, Fortified Atta certified by Hafed and Food Civil Supply Department.
- Quality Test Certificate issued by authorized laboratory batch wise confirmation of quality of the concerned batches of supply (Original)
- Any other document required by Food, Civil Supplies and Consumer Affairs Department, Govt. of Haryana/Hafed
- All payments shall be made through RTGS only.

10. DELEGATION

The Hafed may delegate any of its duties and responsibilities to other Officers' agencies or experts after notifying the Miller and may cancel any delegation after notifying the Miller.

11. HAFED's DECISIONS AND INSTRUCTIONS

Except where otherwise specifically stated, the Hafed decision shall be binding on the Miller. The Miller shall carry out all instructions of Hafed pertaining to the contract and comply with the applicable laws.

12. SUB-CONTRACTING

Subletting of the work to any other party is strictly prohibited.

13. STANDARDS

The Fortified Whole Wheat Chakki Atta produced under this Contract shall conform to the standards mentioned in the Technical Specifications **page No. 27**.

14. FLOUR MILLER's RISK

All risks of loss of or damage to health, property, personal injury or death which may arise during and in consequence of the performance of the contract or any commercial risks other than the excepted risks which are the specified responsibility of the Miller. The Miller shall be liable for forfeiture of its security, liquidated damages, termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of conditions defined as expected risks.

15. CHANGE ORDERS

The Hafed may at any time, by written order to the Miller can make changes within the general scope of the Contract in the specifications of the Fortified Atta and the timing of supplies.

16. INSURANCE

- a) The Miller shall provide insurance cover from the start date to the end of contract period, in the amounts and deductibles as decided by the Hafed.
- b) Insurance policy of the value of goods shall be taken to cover the losses/theft/ damage to the wheat or Fortified Atta during storage and processing.
- c) Loss or damages due to any claims in connection with the Contracts.
- d) Loss due to any personal injury or death to the employees/worker/labour of the Flour miller.

17. TAXES AND DUTIES

The rates quoted by the Miller shall be inclusive of prevailing Govt. duties and taxes, (if any) and other duties and taxes leveled by the State from time to time. Miller shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government /Hafed authorities in connection with the supply of the Goods.

18. PENALTY:

- a) If it is found that there is a short fall in the use of Premix in the batch, compared to the prescribed limit of usage mentioned in the tender document the batch will be rejected and no deviation will be accepted. The short fall will be assessed from the QC report of the premix parameters for the batch.
- b) If it is found that Miller has diverted the wheat provided for preparation of Fortified Atta legal actions under the Essential Commodity Act or any other law in force shall be initiated against the Miller.

19. LABOUR

The Miller shall, unless otherwise provided in the Agreement, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, welfare, transport and other statutory requirements.

20. COMPLIANCE WITH LABOUR REGULATION

During the continuance of the Agreement, the Miller shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central or local authority.

21. LIQUIDATED DAMAGES

In the event of the Miller failing to supply the ordered quantity as per the quality specifications and in conformity to the requirement within given time limit than Hafed shall be at liberty to get the work done on the risk and cost of the Miller. In such case, Hafed will forfeit the EMD/Security amount besides black listing the Miller.

22. TITLE AND RISK

- c) All risks, liabilities and obligations in the product as related to product shall be borne by the Miller. The Miller shall always ensure that the goods supplied by it under this contract shall be free from any lien, charges or other claims.
- d) In case the Miller fails to complete the processing and supply of the fortified wheat flour, Hafed shall be at liberty to get the work done from the third party on the risk and

cost of the Miller and the difference of expenses/amount shall be recovered from the Miller.

23. FORE CLOSURE

The Hafed reserves the right to foreclose the contract without assigning any reason. In such case the miller will not be entitled to any compensation for non-supply or loss profit or any incidental costs of any kind.

24. NEGOTIATIONS:

The negotiations will be held as per Haryana Govt Guidelines/instructions. All the bidders are requested to be present at the time of opening of tender for negotiations.

25. APPLICABLE LAW AND ITS JURISDICTIONS

The contract shall be governed as per laws of Republic of India and shall be subject to jurisdiction of Courts in Haryana. If any document/information submitted by the Miller is found to be fake/incorrect or not as per the tender document then criminal proceedings may be initiated against the bidder and the EMD will be forfeited without giving any notice to the party/bidder

26. ARBITRATION

In case of any disputes arising out of the contract the same shall be referred to M.D. Hafed or his/her nominee as arbitrator and his decision shall be final and binding on both the parties.

TECHNICAL SPECIFICATIONS

1. FORTIFIED WHOLE WHEAT CHAKKI ATTA:

- a) **Fortified Atta** should be made by processing whole wheat and free from dirt, filth, filling and added coloring matter. It should conform to the standards for whole wheat flour, within the specification of FSSAI –

Particulars	Range
(a) Moisture -	Not more than 12.0 percent (when determined by heating at 130-133°C for 2 hours).
(b) Total ash	Not more than 2.0 per cent (on dry weight basis)
(c) Ash insoluble in dilute HCL	Not more than 0.15 per cent (on dry weight basis)
(d) Crude fibre	Not more than 2.5 per cent (on dry weight basis)
(d) Gluten (on dry weight basis)	Not less than 6.0 per cent
(e) Alcoholic acidity (with 90 per cent alcohol) expressed as H ₂ SO ₄ (on dry weight basis)	Not more than 0.18 per cent at the time of production
Starch damage	Not less than 15.0 percent
Granulation size	250 microns (90% passing through 250 micron mesh and 99% passing through 354 micron mesh)

*Note: All specifications shall accord to the latest IS standards as amended by the government from time to time.

- b) For producing Fortified Atta, whole wheat flour, produced as above should be fortified with Iron, Folic Acid and Vitamin B₁₂, as per the fortification standards specified by FSSAI.

i) As per FSSAI 2016 standards, One Kg Fortified Atta contains:

Micronutrient	Form	of Micronutrient in 1.00 Kg Flour
Iron	Sodium Iron (III) Ethylene diamine tetra Acetate, Trihydrate (Sodium federate – Na Fe EDTA).	20 mg
Folic Acid	Folic acid	1300 ug
Vitamin B ₁₂	Vitamin B ₁₂ , Cyanocobalamine, Hydroxycobalamine	10 ug

ii) As per FSSAI 2018 standards, One Kg Fortified Atta contains:

Micronutrient	Form	Level of Micronutrient in 1.00 Kg Flour
Iron	Sodium Iron(III) Ethylene diamine tetra Acetate Trihydrate (Sodium feredetate- Na Fe EDTA)	14 mg-21.25 mg
Folic Acid	Folic acid	75 ug-125 ug
Vitamin B ₁₂	Vitamin B ₁₂ , Cyanocobalamine, Hydroxycobalamine	0.75 ug – 1.25 ug

The Miller must have the consent of the Food, Civil Department before finalizing the design of the packing material. Failure to include any of the above information may result in rejection of the consignment and non-payment of the invoices against supplies. Miller will supply samples of packing and all labels for approval prior to first dispatch.

- c) Vitamins and Minerals used in the manufacture and supply of Fortified Atta should be from 100% vegetarian source. The minimum shelf life of the finished product (**Fortified Atta**) should be 60 days from the date of production. The **Fortified Atta** must be produced in accordance with relevant Good Manufacturing Practices Standards.

- d) Certificate of Analysis: A copy of the Certificate of Analysis from the Govt. Approved and Authorized Laboratory, accredited by NABL, should be provided, for each batch of 100 MT of the **Fortified Atta**.
- e) As per the provisions of FSSAI (regulation 2011), each bag of Fortified Atta should have the list and quantities of added micronutrients on the label.
- f) It shall have a good smell.

2. Manufacturing Process:

- a) The product shall be manufactured from fresh ingredients of good quality, which shall be free from foreign materials, substances hazardous to health, excessive moisture, insect damages and fungal contamination. The ingredients must be stored under dry, ventilated and hygienic conditions.
- b) The production process shall be in accordance with the Code of good Manufacturing Practices and Code of Hygienic Practice for Foods for Infants and Children.
- c) The product is manufactured according to the following recipes.
Ingredients: Wheat and micronutrients as specified.
- d) The Fortified Atta shall be manufactured using the following processing method
 - i. Cleaning of wheat by separator, de-stoner, scourer, aspiration and magnetic system.
 - ii. Milling Process: Grinding of clean Wheat by Chakki Mill and milled into fine flour/course flour (as per requirement) by using modern technology
 - iii. Micronutrient Fortification: The Fortified Atta is homogeneously mixed with the vitamin/mineral premix using micro dozer and then processed through the entoleter.
- e) Miller is required to submit details of the premix manufacturers and quality reports of premix from NABL Certified/Govt. recognized/ Department of Food and Civil Supplies recognized laboratory. Department of Food and Civil Supplies may verify the details and all claims submitted with reference to the premix which will be used for fortification of wheat flour and its results in the Fortified Atta after processing the whole wheat with the premix. For the purpose the Department may ask samples of premix to be used for fortification at the time of award of the contract. If results from such tests are not as per the required standards and specifications, then the Miller may not be considered for award of the contract.

3. Recording of Inventory:

- (a) Grain received from Food, Civil Department.
- (b) Wheat outgoing register for processing.
- (c) Premix Incoming - Usage Register.
- (d) Fortified Atta Dispatch Register.
- (e) Quality Testing of Fortified Atta

4. PACKING:

- i) The bag size of Fortified Atta should be 5, 10, 15, 20 and 25 kg weight for PDS Schemes as per requirement of Food Civil Department
- ii) As and when required by the State Government, packing of fortified Whole Wheat Chakki Atta in 2,4,6,8 and 10 kg. bags made with material as per packing guidelines and parameters.

- iii) Fortified Atta should be packed in a laminated HDPE /PP woven sack bag. All packing shall be food grade material appropriate for the packing of Fortified Atta. Packaging must be properly sealed and machine-stitched.
- iv) The bag of Fortified Atta shall bear label as prescribed by giving details like shelf life of the Fortified Atta, date of packing, expiry, micronutrients added, batch no. etc. and labeled as:

“FOR PDS IN HARYANA ONLY. NOT FOR SALE IN OPEN MARKET”

Millers should buy the packing material/ packing bags (inner as well as outer) from reputed manufacturers only.

- v) **The specification of bags and Master Bags is mentioned below:**

	Packing	PP Bag	Weight	Size of Master bag	Weight of Master Bag	Standard of material to be used
	2 kg. PP Bag	12" * 12"	18 gm	24" * 44"	80 gm	IS 9733/2003
	4 kg. PP Bag	12" * 17"	27 gm	24" * 44"	80 gm	IS 9733/2003
	5 kg. PP Bag	12" * 18"	30 gm	24" * 44"	80 gm	IS 9733/2003
	6 kg. PP Bag	12" * 20"	35 gm	24" * 44"	80 gm	IS 9733/2003
	8 kg. PP Bag	15" * 22"	43 gm	24" * 44"	80 gm	IS 9733/2003
	10 kg PP Bag	15" * 23"	45 gm	24" * 44"	80 gm	IS 9733/2003
	15 kg. PP Bag	17" * 26"	55 gm	NA	NA	IS 9733/2003
	20 kg PP Bag	19" * 28"	65 gm	NA	NA	IS 9733/2003
	25 kg PP Bag	19" * 30"	75 gm	NA	NA	IS 9733/2003

***Note: All specifications shall accord to the latest IS standards as amended by the government from time to time.**

5. **LABELLING:** The exact detail of labeling will be given by Department at the time of awarding the contract. However, the label shall contain the following information in English/ Hindi.

PACKING:

- Miller's name and address
- Date of Manufacture/ Packing Date
- Batch No.
Net Weight
- Best before 60 days
- The wording "Fortified Whole Wheat Chakki Atta with Iron, Folic Acid and Vitamin B -12" followed by + Fortification logo as specified in the Schedule II of the Food Fortification regulations issued by FSSAI, on the label.
- Any other requirement under FSSAI Rules and applicable packaging act or any other details as required under the existing rules/orders or as may be communicated subsequently.
- Any other requirement under FSSAI Rules and applicable packaging act or any other details as required under the existing rules/orders or as may be communicated subsequently.

6. **SAMPLING PROCEDURE TO GET REPRESENTATIVE SAMPLE OF FORTIFIED WHOLE WHEAT CHAKKI ATTA FROM A BATCH:**

The fundamental procedure mentioned in **IS 14818: 2000** shall be followed to get the representative sample from the **batch/ lot of approximately 100 MT Fortified Atta** produced. The sample shall be taken from different bags of that lot randomly. Approx. 2.5Kg to 3.0Kg of **Fortified Atta** should be collected to get the representative sample having weight of 500 Grams by "sample divider" or "coning and quartering method" for

quality checking and keeping the sample for reference in the presence of representative of the Miller.

7. Testing Method:

All such tests necessary to determine the conformity of the product with prescribed standard specifications will be conducted. The quality of Fortified Atta of the representative samples drawn from the offered stock for supply shall be tested as specified by FSSAI.

Wheat should be Fair Average Quality as per below noted specifications.

Moisture	Foreign Matter %	Other food grains %	Damaged grains %	Slightly damaged grains %	Shrivelled Broken grains %
12%	0.75%	2.00%	2.00%	4.00%	6.00%
