



**THE HARYANA STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED**  
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)  
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**EXPRESSION OF INTEREST FOR EMPANELMENT OF THE PRIVATE OIL MILLS  
FOR SUPPLY OF EDIBLE OILS IN HARYANA AS WELL AS OTHER STATES.**

HAFED invites Expression of Interest (EOI) from the private oil mills meeting the minimum eligibility criteria for empanelment of Oil Mills for supply of Edible Oils in Haryana as well as other states and to meet out any other requirements of HAFED. The tender document can be downloaded by the interested parties from the website of HAFED (<https://hafed.gov.in>). Interested and eligible private Oil Mills may submit their EOI along-with all the required documents like 'APPLICATION FORM/ TECHNICAL BID' to the Managing Director, HAFED Corporate office, Sector-5, Panchkula Haryana through e-mail at hafed.oilmills@gmail.com or hafed@hry.nic.in, or manually in sealed envelope latest by **05.01.2023**. Hafed reserves the right to accept or reject any or all applications without assigning any reason thereof. The EOI is not the subject of any process of contract or any contractual obligations between HAFED and prospective Oil Mills and merely empanelment will not guarantee allocation to the Oil Mills.

**Managing Director,  
HAFED, Panchkula.**

## **1. Introduction**

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

HAFED intends to empanel private Oil Mills meeting the minimum eligibility criteria for supply of Edible Oils to meet out the requirement of Edible Oils in Haryana as well as other states and to meet out any other requirements of HAFED from time to time if any.

## **2. Eligibility Criteria:**

1. Miller must have its own Kachchi Ghani Mustard Oil Production Unit with a valid FSSAI license, GST registrations (Mills on Lease will not be eligible).
2. The Oil Mill must have minimum crushing capacity of 70 TPD of Mustard Seed.
3. It must have minimum 120 Kohlus and minimum 8 Expellers.
4. The Oil Mill must have minimum average annual turnover of Rs.30 Crore in any of the last three financial years i.e 2018-19, 2019-20 & 2020-21.
5. The Oil Mill must have minimum storage tank capacity of 500 MT to store Loose Mustard Oil.
6. The Oil Mill must have minimum storage capacity of 1500 MT to store Mustard seed.
7. The Oil Mill must have 6 head automatic bottle filling plant installed and running in the Mill.
8. The Oil Mill must have Agitator in running condition for fortification of Mustard Oil with Vitamin A & D.
9. The Oil Mill must have a power connection of minimum 500 KVA.
10. The Oil Mill must submit a self - certificate / undertaking to the effect that it has not been debarred / blacklisted by any of the Central / State Departments / Agencies as on date of publication of this EOI or any criminal case is not registered against the firm or its own partners anywhere in India.
11. The Oil Mill will have to submit 'Empanelment Fee' of Rs. 5,00,000/- (Rs. Five lakh only) to Hafed.

12. In case of partnership firm, the experience of the individual partners will not be considered and experience of only the partnership firm will be considered.
13. The bidder must have a minimum average turnover of at least Rs.25 crore during last 3 years for participation in the tender.
14. The bidder will submit last three financial years ITR i.e. 2018-19, 2019-20 & 2020-21 duly audited by a Chartered Accountant to be attached with their UDIN No.
15. Solvency certificate of minimum Rs.50 Lakh issued by any scheduled bank.
16. Certificate from the Bank reg. credit limits enjoyed minimum Rs.50 Lakh.
17. The bidder must have a valid PAN and GST registration certificate.
18. The bidder will submit the proof of supply order & satisfactory experience certificate w.r.t. quality of Oil supplied and timely supply. The bidder should not have been defaulted in earlier supplies of Hafed.
19. The purchase preference for supply of stocks / material shall be given to the registered MSME of Haryana state as per the notification and policy circulated by the Industry and commerce Department Haryana with the latest amendments. However, no exemption of EMD, Security etc. will be allowed.
20. The Private Oil Mill must submit a self declaration certificate to the effect that it has not been defaulted in supply of Edible Oils by any Central / State Departments / Agencies as on date of publication of this EOI.

**Others terms & conditions.**

1. The required Earnest Money by the State / Other States will be deposited by the Private Oil Mills.
2. The approved empanelled Private Oil Mills will deposit the Security / Bank guarantee / performance security as per requirement of State / Other States.
3. No interest on Earnest Money / Security etc. shall be payable by HAFED.
4. The empanelled Private Oil Mills will give attractive premium / profit margin while quoting the rates with HAFED.
5. The approved empanelled Private Oil Mills shall execute an agreement within seven days from the date of issue of supply order by Hafed on Rs.100/- non-judicial stamp paper. In the event of failure to execute the Agreement, the Security / Bank guarantee / performance security shall stand forfeited apart from cancellation of supply order.
6. The approved empanelled Private Oil Mills will be solely responsible and accountable to fulfill / meet out all the requirement of State / other States Govt. regarding successful and timely execution of the assignment including

quantity and quality specifications and legal / financial implications arising out, if any. The penalty on account of quality specifications, testing charges etc. will be recover from the respective approved Oil Mills.

7. In case of any kind of delay / non supply, the respective private Oil Mills will be accountable for any kind of penalty or other consequences.

### **3. GENERAL TERMS :**

- i. empanelment will not guarantee allocation for supply of Edible Oils etc. to the Oil Mills.
- ii. Every bidder shall be required to deposit 'Empanelment Fee' of Rs. 5,00,000/- (Five Lakh only) through RTGS in the following Bank Account :

Beneficiary Name: and	The Haryana State Cooperative Supply Marketing Federation Ltd.
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Name of Bank :	SBI Bank, Main branch Panchkula
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Account No.	00000038523175668
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IFSC Code:	SBIN0063773
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- iii. The 'Empanelment Fee' shall be refunded only after the successful execution of the contract. No interest shall be payable by HAFED on the 'Empanelment Fee'. The 'Empanelment Fee' shall be liable to forfeiture, without giving any notice and without prejudice to any other right or remedies of the HAFED under the contract and law if the Oil Miller fails to execute the contract strictly in accordance with the terms and conditions of the agreement/ contract with HAFED.
- iv. The empanelled Oil Mills shall be required to execute an agreement with HAFED. The contract shall come into force from the date of execution of the Agreement.
- v. HAFED can terminate the contract at any point of time by giving One month written notice to the Oil Mill without assigning any reason and without payment of any compensation thereof. However, HAFED shall give only one week notice of termination of contract to the Oil Mill when there is a default in compliance of the terms and conditions of this

Agreement/ Contract or the Oil Mill fails to comply with its statutory obligations. HAFED shall have the right to immediately terminate the contract if the Oil Mill becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefits of creditors. The contract can also be terminated without giving any notice if it is found at a later stage that the Oil Mill gave wrong information or submitted wrong affidavit at the time of EOI.

- vi. HAFED reserves the right to increase/decrease the work allotted to the Oil Mills or to foreclose the contract without assigning any reason. In such case, the Oil Mill will not be entitled to any compensation.
- vii. HAFED shall be open to recover from the Oil Mill any damages caused to the HAFED due to any act of the Oil Mill or his employees/ manpower/ workmen.
- viii. In any case, the Oil Mill shall be bound to indemnify HAFED against all claims whatsoever.
- ix. If a criminal or civil case is filed due to the negligence of Oil Mill under any applicable Act, the penalty, loss and damages shall to be borne by the Oil Mill.
- x. HAFED reserves the right to accept or reject any offer of Empanelment application without assigning any reasons what so ever.
- xi. Final selection of the Oil Mills will be done at the discretion of HAFED and the decision of HAFED shall be final and binding on all the participating parties.
- xii. The Oil Mills may clearly note that terms and conditions enumerated in this Empanelment document are only illustrative and not exhaustive. The selected Oil Mills will have to enter into contracts as devised by HAFED.
- xiii. Empanelment of Oil Mills doesn't entail any commitment from HAFED for

contracts with them during validity of the empanelment.

- xiv. Any further corrigendum/Addendum to the Empanelment documents will be uploaded by HAFED on websites i.e. <http://hafed.gov.in> and no press advertisement shall be published for the same.
- xv. The above terms and conditions shall have to be considered by the Oil Mills in totality and the Empanelment application containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- xvi. Duly constituted committee of HAFED shall evaluate details submitted by the interested processors and examine the documents provided vis-a-viz requirements specified in the EOI document. HAFED reserves its right to accept or reject any or all the applications and/or ask for any additional and/or missing documents from the interested Oil Mills.
- xvii. The selected Oil Mills will be informed regarding acceptance of their application(s) and shall be further advised for signing of an empanelment agreement with HAFED/ completing other formalities from time to time during the currency of the agreement/ contract.
- xviii. The supply of Kachchi Ghahi Mustard Oil would be made by the empanelled Oil Mills against Mustard Seed and in accordance with the specifications and packaging as per requirements of HAFED from time to time.
- xix. The offers for Out Turn Ratio (OTR) will be invited from the empanelled Oil Mills subsequently as per the actual requirements of HAFED on the basis of terms and conditions to be decided by HAFED separately for which the Oil Mills will be requested to pre-inspect the Mustard Seed stocks stored at the Godowns/ Warehouse of Hafed.
- xx. The empanelment will be made initially for a period of one year. However, this can be extended for further one year depending upon the performance and requirement.
- xxi. All these terms and conditions of UP & HO will be applicable for private empanelled Miller / Supplier.

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

#### 4. APPLICATION FORM / TECHNICAL BID :

The application form must be submitted by the Oil Millers through Email at email id : hafed.oilmills@gmail.com ) or hafed@hry.nic.in or it can be submitted manually in a sealed envelope.

Sr. No.	Particulars	Mention the required details or fill up YES or NO as applicable	Documentary Proof attached at Page No. of the Bid
1.	Name of the Oil Mill		
2.	Firm type (Sole Prop. / Partnership Firm / Company / Cooperative)		
3.	Year of Establishment		
4.	Address of Registered Office		
5.	Mobile No.(s) of Owner of the Mill		
6.	E-mail Id(s)		
7.	Valid FSSAI License No.		
8.	GST Registration No.		
9.	Whether the Oil Mill is owned by the Oil Miller (Yes / No)		
10.	Mill's Mustard Seed crushing capacity in Ton Per Day (TPD)		
11.	Nos. of Kohlus and No. of Expellers installed in the Oil Mill	No. of Kohlus : No. of Expellers :	
12.	Annual Turnover (Rs. in crore) of the Oil Mill of last three financial years. Attach copy of balance sheets and ITRs duly audited by a CA to be attached with their UDIN No.	2018-19 : 2019-20 : 2020-21:	
13.	Storage Tank Capacity to store loose Mustard Oil (in MT) available in the Oil Mill		
14.	Storage Capacity to store Mustard Seed (in MT) available in the Oil Mill		
15.	Whether the Oil Mill has installed and running 6 head automatic bottle filling plant in the Oil Mill		
16.	Whether the Oil Mill has installed Agitator for fortification of Mustard Oil with Vitamin A and D and whether the same is in running condition or not		
17.	The Load of power connection installed in the Oil Mill in KVA		
18.	Whether the Oil Mill has ever been debarred /blacklisted by any of the Central/ State Departments/ Agencies as on date of publication of this EOI (Yes/No). Self-certificate/undertaking to the above effect that is to be attached		
19.	Whether the "Empanelment Fee" of Rs. 5 Lakh has been deposited in the Bank Account of HAFED mentioned in the EOI document. (Yes /No). The documentary proof to be attached.		
20.	Copy of CIN No.		



21.	Copy of Solvency Certificate.		
22.	Copy from the bank reg, credit limits		
23.	Copy of Manufacturing License		
24.	Copy of PAN CARD		
25.	Copy of cancelled Cheque		
26.	Copy of proof of supply order & satisfactory experience.		
27.	Acceptance of all terms & conditions specified in this EOI document (Yes /No)		
28.	Authority letter for signing all documents on behalf of the company/firm ( Yes/ No)		
29.	Self-declaration for not been involved in any major litigation that may have an impact of affecting or compromising the delivery of services as milling service provider to HAFED		
30.	Self-declaration for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.		

Certified that the above information is true and we confirm that all information given in the Empanelment documents are correct and if at any point of time the information is found to be incorrect our Empanelment will be liable for rejection by HAFED.

Place:

Date:

Signatures:

Name & Designation: Firm/company Seal

## Annexure-I

The main terms and conditions of both the States are as under :

### **1. UP State : For supply of Refined Soyabean Oil for UP Government through Nafed:**

#### **A. Eligibility for participation and award of contract :**

1. Bidder must be empanelled / registered with NAFED IS division at the time of e-auctions.
2. In view of the urgency to supply on time, the supplier should fulfill below mentioned eligibility criteria:
  - a. The Supplier should be packer/ Re-packer/ processor of Refined Soybean Oil. The supplier should submit valid FSSAI license for packaging /processing of Refined Soybean oil. The processor need to submit factory license to prove that the bidder is genuine processor.
  - b. The supplier should have, in the last 5 years before the date of auction, minimum experience of supply of 3500 Kilo Liter of the refined soyabean Oil or Mustard oil in retail packaging of 1 liter or lower, to any Central/ State Government Institution/PSU/ NAFED. The supplier shall provide copy of work order or work completion certificate from the concerned Central/ State Government Institution/PSU/NAFED of the supplies made as supporting document.
  - c. The supplier should have valid GST registration and need to provide details of the same.
3. If a packer/re-packers is L-1 in two auctions, he will not be allowed to participate in other auctions for same month supply. However, if a processor is L-1 in five auctions, he will not be allowed to participate in other auctions for the same month supply.
4. The eligibility documents should be issued by the respective authorities before the date of floating of auctions.
5. All the interested bidders are required to submit valid proof eligibility and qualification details (as per the format attached) & supporting documents for the auction through email to [isupply@nafed-india.com](mailto:isupply@nafed-india.com). Only the bidder meeting the minimum eligibility criteria shall be allowed to participate in the auctions.
6. The bidder should submit a self-attested declaration regarding neither his firm nor partner/sister concern is blacklisted/debarred by any Govt. Department or any criminal case is not registered against the firm or its own partners anywhere in India.
7. If the tenderer is partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the NAFED till the satisfactory completion of the contract.

#### **1 Note:**

1. The year for the purpose of the experience will be taken till preceding month of the auction. For example if Auction is uploaded in month of May 2022 then experience will be considered from 1st May 2017 to April 2022.
2. Parties not performed satisfactorily in previous tenders of NAFED and have already served notice from NAFED for un-satisfactory performance; NAFED has rights not to consider bids of such bidders.

## **2 Scope of work**

1. The supplier shall be responsible for supplying the tendered commodity as per Delivery instruction of FCS to the block level of the districts allocated to the supplier, as per technical specifications specified in Annexure B of this tender document, pack them as per the specification & conditions given and deliver to the block level centers within the time limit as specified in work order/tender conditions. The delivery locations may vary as per the schedule of the FCS.
2. QR Code:- NAFED or Food & Civil Supplies Department (FCS), State Government of Uttar Pradesh may require the supplier to print QR Code, containing details of the supplying stock on the packing material.
3. Quality parameters of Refined Soyabean oils to be delivered
  - a. Please refer the Quality Specification as detailed in the Annexure B. Besides, shelflife of each supplied items must be as per FSSAI.
4. Packaging & labeling
  - a. The Refined Soyabean oil will be packed in sealed primary packaging of 1 liter pouch as per FSSAI specifications and standards. Refined Soyabean oil These pouches will further be packed in secondary master packing of cartons.
  - b. The pack design may be provided by the FCS. FSSAI number, batch number & month of packing will be printed on every pouch supplied by the supplier.
5. Refined Soyabean oil Assaying & Testing
  - a. Successful bidder must ensure to get quality certificate for every batch of Refined Soyabean oil delivered from NABL accredited laboratories before dispatch of the stock. The test report should be enclosed along with dispatch documents. Bidder must report dispatch date of each batch, its delivery location and quantity to Nafed Branch office.
  - b. Supplier shall provide the information and details of packaging locations to concerned NAFED branch. Accordingly, random inspections visits may be planned by officials of NAFED and/or FCS on timely basis for quality check.
  - c. The supplier will be solely responsible for consequences for any violation of the Food Safety and Standards Act, 2011 and connected rules.
  - d. FCS and/ or NAFED at its discretion, may appoint assayer for inspection of commodity to be supplied at the processing/ packaging point before dispatch of the stock to delivery depots as well as at the delivery depot at the time of unloading.
  - e. The quality of Refined Soyabean oil will be evaluated based on specified quality parameters.
  - f. Upon delivery of the stock at depot point, the stock will be inspected by Quality Control Officers of the FCS at depot point. The quality of delivered stock must be conforming to the defined quality specification.
  - g. In case, the supplied stock is rejected, the successful supplier shall have to replace the stock, at his own cost and risk, within seven (07) working days from the date of intimation of rejection of stock.
  - h. In the event, during supplies, 2 or more samples from supplier fail to meet the

quality parameters, NAFED reserves the right to cancel the contract and award remaining quantity to other supplier at the cost, risk and responsibilities of successful supplier. NAFED may also suspend the supplier from participation in future contracts. The duration of suspension will be at sole discretion of NAFED.

6. The supplier will coordinate with district/ block level officials of the FCS and prepare list of block level godowns to be covered, so that the block level godowns are prepared to take the supplies from the supplier.
7. The supplier shall maintain record of every truck dispatched including picture of the truck (with number plate). The supplier shall have to record truck-wise details on NAFED portal and attached supporting documents. The truck-wise records may be inspected by the NAFED and/or district level officer appointed by the Government department.

#### **8. Documentation & invoicing**

- a. The supplier will get 4 computer generated Delivery Challans (format of Challan must be pre-approved by NAFED) with the Sr. No. on it. The block level official, at the time of supply, will mention of date of receipt and quantity received, along with signature of designated authority which accepts the supply. One copy of the acknowledged Delivery Challan will be submitted by the supplier to the block level officer and one copy will be submitted to the district level officer of the authority. One copy of the receipt will remain with the supplier and duly acknowledged copy of it to be submitted to NAFED concerned branch.
- b. The name of the block level delivery center, date of supply, date of supply order, batch number, vehicle no. will be on the receipt.
- c. The supplier shall raise district-wise invoice after completion of delivery to all delivery centers of the district. The invoice will be submitted by the supplier to NAFED which will be further submitted by the supplier on behalf of NAFED to the district level official of the department and will be accompanied by one copy of the receipt as proof of delivery.

#### **9. Transit Risk**

The supplier is bound to send the materials at the prescribed locations as stated in the Supply/ Work order issued to the supplier at his own risk and cost. The transportation cost and the transits risk are to be borne by Supplier.

10. NAFED/ FCS will not take any responsibility of refund of taxes/fees and in case of disputes between taxing authority and the contractor, NAFED and the FCS shall be indemnified by the supplier. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the supplier and detected subsequently shall be the sole responsibility of the supplier and his legal heirs.
11. Further NAFED and FCS shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies etc. At the time of quoting /bidding supplier should bear the above fact in mind.
12. The supplier shall directly obtain all licenses, permits, clearance from local authorities etc. required for the execution of the Services. The supplier shall ensure that all drivers employed for transportation of the Materials shall have valid driving licenses and the vehicles have appropriate fitness certificates for

operation of the vehicles.

**As stated above in point No. 10, 11 &12, all those responsibilities will lie with the private empanelled Millers / suppliers.**

**3 EMD and Security Deposit :**

- i. The bidders shall be required to deposit requisite EMD before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to non-fulfillment or not meeting the additional eligibility criteria attached to the bid, shall be returned on closure of bidding.
- ii. The EMD amount will be deposited through the UAN allotted to the bidders. The bidders must deposit requisite amount in their UAN through NEFT/ RTGS. Thereafter, the bidder shall pay EMD for intended auction individually.
- iii. Upon award of contract, successful bidder shall have to submit security deposit within 05 bank working days. EMD submitted by the successful bidder at the time of bidding maybe adjusted as SD. Balance amount shall be deposited by the successful bidder within 05 bank working days from date of award of contract.
- iv. The successful bidder will have to submit security deposit either in form of Bank Guarantee (in favour of NAFED) from any scheduled bank/nationalized bank or through NEFT/RTGS to NAFED. If successful bidder fails to deposit SD amount within given time period, EMD deposited by the successful bidder at the time of bidding, may be forfeited by NAFED without giving any written notice. In such eventuality, NAFED reserves the right to cancel/ reject the bids at the cost and risk of the successful bidder.
- v. Upon satisfactory supply of the tendered items by the successful bidder within the stipulated time, the security deposit of the successful bidders will be returned (without any interest) preferably within 15 working days after settlement of relevant quarter supply.
- vi. The SD and EMD of the successful miller will be adjusted by NAFED towards the following:
  - A. Non-payment of penalty charges or any other dues to State Institution and/ or NAFED in case of delayed deliveries by the miller.
  - B. To make good of any losses incurred by NAFED and/or State Institution in completing the default deliveries or recovering the penalty charges, or any other dues to State Institution and/or NAFED. The balance amount after adjusting losses/ penalty charges shall be refunded to the miller without interest.
- vii. The EMD and SD deposited by the successful bidder shall carry no interest and refunded to the successful bidder after successful completion of deliveries and receipt of payments from the concerned government department to NAFED. Penalties/ deduction, if any deducted by the government department shall be recovered from the successful bidder.

**4 Penalty clauses:**

- i. Stock delivered after due date of delivery will be liable for penalty 0.2%

of delayed supply per week or part thereof for an extended delivery period as imposed by State Department.

- ii. Deduction of 0.5% on the completed batch will be imposed, if.
  1. In specified packing size, shortage of weight is reported
  2. In given specification, deviation in quality is reported more than 5%.
- iii. The supplier will be liable for the penalty as imposed by the FCS department on NAFED for the delay in supplies by the supplier, if the penalty amount exceeded above the penalty as defined in point No. 1 and 2 above.
- iv. If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the NAFED may, without prejudice to other rights of the NAFED resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Supplier to proceed with any or all of the remaining part under the contract to be performed. In such eventuality NAFED shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice subject to confirmation of point no. F5 as mentioned below.
- v. If the Supplier fails to make deliveries of the goods conforming to the contracted specification, NAFED shall be entitled at its discretion to take alternate procurement action, at the sole risk and cost of the supplier for the unsupplied portion of the goods without canceling the contract in respect of the goods not yet due for delivery, or to cancel the contract based on progress of work, including goods not due for delivery, and, if thought fit/necessary, to purchase the goods at the sole risk and cost of the Supplier. NAFED can source the goods for completing the supplies either by conducting the milling/BUY auction or giving undelivered quantity to other empanelled millers who are already supplying same commodity by inviting limited quotation for the default quantity/ due quantity for which difference amount to be paid by the defaulting bidder as risk purchase. The price differential in case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. NAFED may forfeit the EMD/Security deposit by the supplier to recover the risk purchase. In case the EMD/Security amount falls short, NAFED will have the liberty/option to recover the losses/difference from any other dues if any payable to supplier in any other account.
- vi. If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the NAFED may, without prejudice to other rights of the NAFED resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the rights of the Supplier to proceed with any or all of the remaining part under the contract to be performed. In such eventuality NAFED shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice. To cover its losses & damages on actual basis, NAFED can source the goods for completing the supplies either by conducting the milling/BUY auction or giving undelivered quantity to other empanelled millers who are already supplying same commodity by inviting

limited quotation for the default quantity/ due quantity for delivery and difference amount to be paid by the defaulting bidder as risk purchase.

**All the penalty clauses mentioned from point No. i to vi will be applicable in to for the private empanelled Millers / Suppliers.**

**5 Payment terms :**

- i. Upon receipt of supply order with designated location for supply the supplier shall supply accordingly as per the delivery period.
- ii. The supplier shall raise district-wise invoice after completion of delivery. The invoice will be submitted by the supplier to NAFED which will be further submitted by the supplier on behalf of NAFED to the district level official of the department and will be accompanied by one copy of the receipt as proof of delivery.
- iii. The payment to be made to the supplier shall be based on actual quantity received by the FCS as reported to the NAFED by the FCS.
- iv. Any payment deduction made by FCS, for any reason, against the supply will be borne by the bidder.
- v. NAFED shall make the payment to the supplier preferably within 15 days of receiving the payment from the FCS.
- vi. If the delay occurs in settling/payments of bills due to un-avoided circumstances or reasons no extra interest on payments will be given.
- vii. NAFED shall not be responsible and cannot be held liable for any delay or non-availability of grants from the FCS which may cause any delay in payment from the FCS to NAFED for the supplies made and no interest on the delayed payment will be given.

**Hafed will release payments only after receipt from the indenting Department & no claim of any interest etc., shall be applicable on delay payments to Millers / Suppliers.**

**6 Acceptance of terms and conditions :**

- i. By submitting the EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract as well as the empanelment agreement executed with NAFED along with all the corrigendum / addendum if any.
- ii. The successful bidder shall submit a stamped and signed copy of this document in original along with the Security Deposit to the Branch Manager of the concerned branch of NAFED.

**These will applicable for Millers / Suppliers.**

**7 Other Terms & Conditions :**

- i. The bidder will have to undertaken the work on their own they cannot sub-contract to any third party.
- ii. The bidder will be no tripartite liability for NAFED in this contract.

- iii. The successful bidder to ensure compliance of PF/ESI laws in respect of employees involved in processing of stock. Proof of deposit of PF/ESI is required to be submitted by the successful bidder at the time of submission of invoice to NAFED. NAFED will not be responsible for any non-compliance of PF/ESI laws by the successful bidder.

## **8 Taxes applicable**

1. All the transactions under this contract shall be subject to applicable taxes as per the governing laws.
2. Handling and Transportation charges paid by NAFED to the suppliers shall be subject to applicable GST.

## **9 Interpretation of the clauses in this tender documents**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document, NAFED's interpretation of the clauses shall be final and binding on bidder.

## **10 Force Majeure**

1. If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
2. If operation of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
3. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.
4. If at any time during the existence of this tender document either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall



not be deemed to be waiver/extension of time in respect of the remaining deliveries.

5. If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
6. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.
7. Force majeure or any other clauses are subject to the consideration by the State Government concerned.

**11 Defaults**

If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification even after 10 days extension with penalty within the time specified or to perform faithfully any contractual terms, the NAFED may, without prejudice to other rights of the NAFED resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Supplier to proceed with any or all of the remaining part under the contract to be performed. In such eventuality NAFED shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice. And supplier will be debarred from taking any part in auction for next 1 year.

**12 Indemnification**

The successful bidder shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/mandatory provisions pertaining to the contract by the Service Provider in respect of the services provided etc., whatsoever.

**13 Damages**

If the goods are not delivered within the due date of delivery, the successful bidder shall be liable to pay to NAFED on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue and loss of other benefits to the NAFED. The quantum of such damages will be determined on an actual cost.

**14 General Provisions**

- i. **Governing Laws:** This contract will be governed and construed in accordance with the laws of the republic of India without giving

effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this contract may be brought in a court at New Delhi.

- ii. Compliance with Laws, Notifications etc: Supplier confirms that it has entered into this transaction with the full knowledge and understanding of this Contract and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the Supplier has familiarized itself with all the aforesaid and other applicable contracts, arrangements, undertakings, conditions on inspection of the documents with the NAFED.
- iii. Further Assurances: The parties hereto shall cooperate with each other, both during and after the term of this contract, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this contract.
- iv. Severability: If any provision of this contract is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- v. Waiver: Not a limitation to enforce.
- vi. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.
- vii. Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'Supplier or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Contract will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NAFED, and the NAFED shall not be deemed to have waived any of its rights, or any provision of this Contract, or any notice given hereunder, unless such waiver be provided in writing by NAFED, and any waiver by the NAFED of any breach by the Supplier of the Contract, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Contract.
- viii. No Assignment: Neither party may assign or transfer its rights or obligations under this contract without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the contract, without the prior written consent of the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this contract shall be binding upon such assignees.

**ix. Right to amend terms and conditions:**

1. The Supplier agrees and understands that terms and conditions of the Contract may be modified / amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the 'Procuring Society'.
2. The NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Contract and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this contract , if any, executed between the parties.

Notice: Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc.7 days after the date of mailing.

3. Entire Contract: This contract together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire contract between the parties relating to the subject matter here of. This contract supersedes all prior understandings, contracts and documentation relating to such subject matter.No supplement, modification or amendments of this contract shall be binding unless executed in writing by both parties in this contract. In the event of conflict of provisions of the main body of the contract and attached annexure, specification or other materials, this contract shall take precedence.

**15 Applicable Law, Jurisdiction and Dispute Resolution:**

- i. This document shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this contract and parties to this contract agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- ii. All or any disputes arising out or touching upon or in relation to the terms of this contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration .The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.
- iii. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctiverelief against the Supplier in the courts having jurisdiction over the parties.
- iv. No Suit, prosecution or any legal proceedings will be lie against NAFED or any official(s) of NAFED for anything that is done in good faith or intended to be done in pursuance of supply/ export under this Agreement.

## **16 NOTICE OF DISCLAIMER:**

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

by any act or omission on part of the aforesaid, whether negligent or otherwise.

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

**17 PREVENTION OF FRAUD AND CORRUPTION :**

- i. The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Supplier agree and undertake to observe the principles/ provisions as laid down in "Holiday Listing Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- ii. The Supplier shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- iii. The Supplier shall not enter with other supplier into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- iv. The Supplier shall not commit or allow any employees of NAFED to commit

any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Supplier will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically. The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

- v. The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

## **2. HP State for supply of Fortified Mustard Oil to HP Government :**

1. The supplier has to supply the Fortified Mustard Oil for Zone - A & B on F.O.R to the various godowns of the Corporation as per orders received from HPSCSC.
2. The supplier shall have to deposit a Performance Security equal to five percent (5%) of the cost of ordered quantity of Mustard Oil through RTGS / NEFT with the HP State Civil Supplies Corporation within a week from the issue of the supply order or will be deducted from due payments of the supplier (in case of non-deposit). The performance security shall remain valid for 5 months.
3. The approved supplier shall execute an agreement within seven days of the issue of supply order as per the terms and conditions on Rs 100/- non - judicial stamp paper In the event of failure to execute the agreement the Performance Security Deposit shall stand forfeited apart from cancellation of supply contract besides blacklisting of the supplier , and Corporation is entitled to collect liquidated damages, if any, from the supplier for his failure to comply with the terms and conditions of the tender.
4. The word "HP State Govt. supply on subsidized rates and net weight, One Litre (910 grams) when packed" and Maximum Retail Price per liter including all taxes on the pack and should be super scribed.

In addition to this all information as per the Standards of Legal Metrology Act, 2009 and Food Safety & Standards Act. 2006 and Regulations there under. e.g. name and full address of the manufacturer packer. Name of commodity. Net Weight. MRP including all taxes of commodity and month & year of packing of the commodity should be super scribed. The material used for the packaging of item should be of non-toxic material as well as of high quality conforming to the provisions of Food Safety & Standards Act 2006 and Food Safety & Standards (packing and labeling) regulations 2011. More particularly chapter 2 thereof, declaration in this regard must be printed on each pack on each packet of Edible Oil, approved supplier shall have to super scribe the words "The Edible Oil for the next month will be provided to the consumer only after return of the empty plastic pack to the fair price shop".

5. The approved supplier will be held responsible for the purity and quality of the Edible Oil.

6. The supplier shall have to supply the ordered quantity strictly in accordance with the time schedule (phases) given below :
  - I Phase: 25% quantity within first ten days after the receipt of supply order.
  - II Phase- Next 35% quantity within next five days.
  - III Phase-Remaining 40% quantity within next five days.

Supply of fortified Mustard Oil strictly as per delivery schedule.

7. The successful supplier shall have to print "Toll Free nos 1967 / 18001808026 and complaint no. of HPSCSC 82199-29241 and download mobile app : epdshp for more information on ration items" on each pack.
8. In case of non supply delayed supply as per the above given delivery schedule liquidated damage for delay in supply shall be recovered to be computed a 1% for 1 week, @ 3% for 2 week , a 5% for 3 week and @ 10% for 4 week, of the quantity of delayed supply from the approved supplier. In case the supplier still fails to supply the Edible Oil the SLPC shall have the right to cancel the supply order and make arrangements for the supply of Edible Oil at the risk and cost of the approved supplier and the incidental charges incurred thereon on this account shall be deducted from the due payments of the supplier as well as from the security deposit. In addition to this the SLPC shall also have the right to forfeit the security deposit of the supplier besides blacklisting the firm.
9. The Supplier shall furnish daily report to the HPSCSC Ltd. on dispatch of Edible Oil truck wise and destination-wise to various godowns of HPSCSC Ltd. through e-mail / fax .
10. The Supplier shall furnish the complete details for the mentioning Under & Date Truck No : GR No & date. Purchase Bill No. & date, name of the godown, date of delivery in HPSCSC godown to HPSCSC on the month-wise completion of ordered quantity.
11. The Edible oil should be packed in the carton in such way so as to ensure that the same does not spoil. In case at the time of unloading, it is found that the carton is in dilapidated condition, the same shall be returned to the supplier and its loss if any on this account shall be made good from the payments of the supplier.
12. Against every supply order, at least six random samples shall be drawn by the representatives of the Corporation / Food. Civil Supplies and Consumer Affairs Department from different godowns at the all the Areas for analysis after receipt of stock at any time. The laboratory testing charges for the same shall be deducted from the running payment dues of the supplier. If quality is found below the prescribed standards, specifications of FSS Act and approved sample, the concerned supplier shall be directed to replace the unsold stock within a week's time positively. In case of non-replacement of the stock the amount equal to the value of such quantity shall be deducted from the payment of his bills. In addition to this penalty equal to 20% of the value of the consignment which have not been found as per approved sample or is not as per the standards laid down in FSSAI shall be recovered from party. In addition to this, above supply order, if quality is found below the prescribed standards and approved samples in 10 cases, the supplier will be issued a warning and in case of failure of 30%

samples out of the total samples drawn in the supply period, the supplier shall not be allowed to participate in the next procurement process of Fortified Mustard Oil.

13. The Corporation will release 90% payment against the supplies made by the supplier within three weeks time after the receipt of confirmation from the Area Managers, as per the prescribed format and submission of original bill original GR and copy of e way bill at the point of receipt (Godown). Balance 10 % payment shall be released after the completion of monthly supply within 30 days on the completion of all codal formalities i.e. confirmation of dispatch and after proper verification of all documents submitted, analysis report of testing laboratory after deducting any penal amount or liquidated damages or any other outstanding dues. The payment to the approved supplier, billing from outside the State of Himachal Pradesh shall be made after deducting TDS. Market Fee & Entry Tax etc.
14. The rates accepted are for the supply of contracted quantity in all respects for the quantity ordered (Zone-wise). Any question for the upward revision of the rate accepted due to price fluctuation in international and domestic market or for any other reason during the contract period will not be entertained and stand rejected. However, in case the Govt. of India reduced custom duty import duty on Mustard Oil, it will be mandatory for the supplier (s) to inform the Corporation in respect of the same. The Corporation will reduce the approved rate of Mustard Oil in accordance with the reduction in custom duty / import duty on Mustard Oil, as and when it comes to the notice of the Corporation / informed by the suppliers) whichever is earlier. The date of applicability of reduction in rates on account of revision in custom duty / import duty on Mustard Oil will be determined by the SLPC considering the impact of such policy changes in the market and time taken by such an impact to practically reach the market.
15. All disputes shall be subject to the civil jurisdiction of competent court of law at Shimla (HP) only.
16. The Corporation as well as the State of Himachal Pradesh shall remain at all times. Indemnified and the supplier / supplier shall keep every concerned Department duly indemnified against any analyses or statutory inspections / check during the contractual period of the tender. It is made clear that no suit, prosecution or any legal proceedings shall lie against the HPSCSC Ltd./ Department of Food, Civil Supplies & Consumer Affairs, HP for anything that is done in good faith or intended to be done in pursuance of the tender.
17. The approved supplier shall indemnify the HPSCSC Ltd. against all claims that may arise for supply of interior and low quality Edible Oil and to any violation of applicable act / rules and not conforming to prescribed standards as stated earlier.
18. The terms and conditions hereof shall be subject to force majeure. Neither HPSCSC Ltd. nor the contractor shall be considered in default in the performance of their respective obligations herein above if such performance is presented or delayed because of act of God War Hood Hostilities, Revolution, Civil Commotion. (Official Strike, Epidemic, Accident of Fire, or because of Law & Order Proclamation. Reputation of Ordinance of any Govt. of any Subdivision thereof or local authority. The supplier shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force



majeure to HIPSCSC Ltd. for each consignment dispatch separately within 48 hours of the happening thereof by fax / e - mail immediately, followed by a confirmatory letter sent by Registered Post with Acknowledgment due. In the event of the contractor pleading any ground as constituting force majeure, the opinion of the SLPC on that behalf alone shall prevail and if in the opinion of the SLPC. The grounds pleaded by the supplier do not amount to force majeure, then the supplier shall not be entitled to plead the same and or claim any relief under this clause.

19. The supplier has to mention supply order number, date and phase on every bill.
20. The other terms & conditions will be enforced as per the tender document.

**All these above terms and conditions will be applicable for private empanelled Miller / Supplier.**

**5. Specifications for Hafed Kachchi Ghani Mustard Oil  
(fortified with Vitamin A & D as per FSSAI norms/Govt. guidelines)**

Sr. No.	Parameter	Value	Quality Cut
1	Moisture & Insoluble Impurities %age by wt.	0.25 Max.	---
2	Colour in 1/4" cell (Y+5R)	50 Units Max.	---
3	Specific gravity (30/30c)	0.907-0.910	---
4	Refractive index at 40 °c	1.4646-1.4662	---
5	Saponification value	168-177	---
6	Iodine value	98-112	---
7	USM %age by wt.	1.20 Max.	---
8	Acid value (%age by wt.)	1.50 Max.	>1.5% to 1.8% quality cut be Rs.100/-per MT & > 1.8 to 2.0% - quality cut be Rs.200/-per MT
9	Bellier test (Turbidity Temp)	23 – 27.5 °c	---
10	Poly Bromide test	Negative	---
11	Test for Hydrocyanic Acid	Negative	---
12	Test for Argemone Oil (TLC)	Negative	---
13	Test for Mineral Oil (TLC)	Negative	---
14	Test for Rancidity	Negative	---
15	Suspended and Foreign Matter	Negative	---
16.	Taste and flavor	Characteristic	
17	%age of Natural Oil (as ATC) wt. %age	0.27-0.60	Below 0.27% to 0.25% quality cut be Rs.100/-per MT, Below 0.25% to 0.20 quality cut be Rs.200/-per MT
18	Vitamin A & D	Vitamin A (25 IU per gm of oil ) & Vitamin D (4.5 IU per gm of oil) as per FSSAI norms and Govt. guidelines	
19	Shelf life	12 months	---

**Remarks: shall pass all Hafed and FSSAI specifications**

## 6. Specifications of 2 ltr. PET Bottles :

Sr. No.	Particular	Measurement
1	Empty bottle of 2 liter oil	52gm $\pm 3\%$
2	Cap	36mm (5.4 gm) $\pm 3\%$
<b>Specifications of Corrugated box for packing of 2 liter PET bottles</b>		
Sr. No.	Particular	Measurement
1	Length	356mm $\pm 5\%$
2	Width	349mm $\pm 5\%$
3	Height	299mm $\pm 5\%$
4	2 ltr. x 9 bottles per box	1 box (5 ply = 150 GSM per ply)
5	Bursting Strength (IS)	BS10 kg/cm sq $\pm 5\%$

- The specification of the bottle must be according to the latest IS Standard up to date and as per Food Grade.
- Logo of +F (Fortified) and Added Vitamin A - 25 IU and Vitamin D - 4.5 IU should be mentioned on the Label of 2 Ltr. bottle filled with fortified Kachchi Ghani Mustard Oil.

**NOTE :** The above specifications of Mustard Seed Oil and Packing Material is as per the current existing requirements. However, the same can be altered by the Government/ HAFED and the Oil Mills will be bound to adhere such revised specifications, if any.

7. **Specification for HafedSoyabean Refined Oil.**

Sr. No.	Parameter	Value	Acceptable Limit with Cuts
1	Colour in 1/4" cell expressed as (Y+5R)	3.0 Units Max.	>3 to 6 Units = Rs. 20/- per Unit PMT cut, > 6 to 8 Units=Rs. 40/- per Unit PMT cut.
2	FFA%age by wt. as oleic acid	0.1 Max.	>0.10% to 0.12% with 1% cut, above 0.12% to 0.15% with 2% cut.
3	Peroxide value (m.eq/Kg)	1.0 Max.	>1 to 3 Meq./Kg with 1% cut, > 3 to 5Meq./Kg. with 2% cut.
4	MIV %age by Wt.	0.1 Max.	
5	Refractive index at 40°C	1.4650 to 1.4671	
6	Saponification value	189-195	
7	Iodine value	120-140	
8	Un-saponifiable matter %age by wt.	1.0 max.	
9	Flash point °c	250 Min.	
10	Adulteration	Negative	
11	Turbidity	Oil should be clear at 30C when Kept for 24 hours	
12	Physical	Clear, free from suspended matter, free from rancidity.	
13	Shelf life	6 months	