



HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA) Tel: 2590520-24, FAX: 2590711 e-mail: hafed@hry.nic.in Web-site: www.hafed.gov.in

E-Tender Notice for leasing out of Hafed Flour Mill, Taraori (Karnal) including outsourcing all the jobs/works of operation and maintenance, for wheat processing, Atta production, packing and other related jobs.

Hafed invites E-Tenders from the eligible and interested bidders for leasing out of Hafed Flour Mill, Taraori (Karnal) having 60 MT per day capacity including outsourcing of all the jobs/works of operation and maintenance etc. The tender document containing detailed & conditions and scope of work are available terms on portal https:// etenders.hry.nic.in and at Hafed's website www.hafed.gov.in. 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. 2,00,000/- Lakh (Rupees Two Lakh only). The tender document fee, processing fee, EMD and the technical and financial bids must be uploaded on the portal upto 20.05.2025 till **10:00 AM** through e-Tender portal. The interested parties may visit the Flour Mill on any working day from 01.05.2025 at 05:00 PM to 20.05.2025 at 10:00 AM with prior intimation to Hafed. The technical bid will be opened on 20.05.2025 at 11:00 AM at Hafed Corporate Office, Sector-5, Panchkula. Financial bids of only technically qualified bidders will be opened. The date of opening of financial bid will be informed accordingly. All negotiation will be held as per the guidelines mentioned in the tender documents. All the bidders are required to get registered on the e-tendering portal and obtain a Digital Signature from NIC office.

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 eligible Bidders for leasing out of Hafed Flour Mill, Taraori (Karnal) including outsourcing all the jobs/works of operation and maintenance, for wheat processing, Atta production, packing and other related jobs 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 for leasing out of Hafed Flour Mill, Taraori (Karnal) including outsourcing all the jobs/works of operation and maintenance, for wheat processing, Atta production, packing and other related jobs.		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:-

S.N.	Particulars	Date & Time
1	(i) Downloading of Tender Document / Online Bid Preparation.	01.05.2025 from 05:00 PM
	(ii) Online directly transfer of funds of	to
	Rs.2,000/- and required EMD through online directly through Debit Cards & Internet Banking Accounts.	20.05.2025
	(Tender document fee Rs.1,000/- and Processing Fee Rs.1,000/-) and required EMD of Rs. 2,00,000/	up to 10:00 AM
2	Submission of online Bid	01.05.2025 from 05:00 PM to 20.05.2025 up to 10:30 AM
3	Pre-bid meeting	08.05.2025 at 12:00 Noon
4	Uploading of Corrigendum, if any	Upto 19.05.2025
5	Opening of Technical Bid	20.05.2025 at 11:00 AM
6	Manual submission of additional / supporting documents only.	20.05.2025 at 03:00 PM
7	Opening of Financial Bid	Will be intimated later

#### 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 <u>https://etenders.hry.nic.in</u>

#### Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <u>https://etenders.hry.nic.in</u>

#### 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.
- 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 <u>Commercial Envelope and original not to be submitted manually</u>)

# 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. <u>Tel:-0120-4200462</u>, 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, <u>Tel:0172-2700275</u>

#### 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 eligible bidders for leasing out of Hafed Flour Mill located Taraori (Karnal) including all the jobs/works of operation and maintenance of 60 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 Bidder shall be responsible for working for PDS/WCD/MDM Schemes etc., as per requirements of HAFED

Bidders are advised to study all technical and commercial aspects, instructions, terms and conditions and the specifications/parameter of the fortified atta/commercial atta /nonfortified 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 tender's risk and may result in the rejection of the bid.

# TERMS AND CONDITIONS FOR SELECTION OF THE PARTIES

# 1. Flour Mill to be Leased out:

Hafed intends to lease out its Flour Mills located at Taraori (Karnal) in the State of Haryana including all the jobs/works of operation and maintenance of Hafed Flour Mill, Taraori and for wheat processing, Atta production, packing and other related jobs for one to five years as per requirement of Hafed.

# 2. Eligibility Criteria:

The eligible criteria for the bidders shall be as under:

- i) The bidder can be a sole proprietorship firm, Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time), a Company (registered under the relevant provisions of Companies Act of 1956 or 2013), a Limited Liability Partnership (duly registered under the LLP Act, 2008) or a Cooperative society (duly registered under the MSCSA, 2002 or any other State Cooperative Act of the concerned State)..
- ii) The bidder can be owner of Flour Mill/supplier/Trader having experience of supply of Wheat flour and Dalia to any State/Centre Govt. Department/PSU/ Agency under any scheme during one year in the past 7 years (including 2024-25).
- iii) The MSME bidder may be considered eligible on the eligibility parameters subject to the condition that they submit all requisite documents along with the Technical Bid as per relevant latest notification issued by the State Government on the subject.
- iv) For the Bidder owning a Flour Mill, the milling capacity of the Flour Mill should be a minimum of 20 MT per day for wheat processing.
- v) Earnest Money Deposit (EMD) of Rs. 2.00 Lakh (Rs. Two Lakhs only) must be deposited by the bidders.
- vi) The bidder should have a turnover of minimum of Rs. 10 Crore for last 3 years i.e. 2021-22, 2022-23 & 2023-24 duly verified by the Chartered Accountant and will submit the Certificate for the same.
- vii) The bidder must be a profit making concern and will submit the Audited profit and loss account and Balance Sheet of last 3 financial years i.e. 2021-22, 2022-23 & 2023-24 duly certified by the C.A.
- viii) The bidder will submit the bank solvency certificate regarding credit limits enjoyed minimum Rs. 50 Lakh from any schedule bank.
- ix) The bidder must submit copies of a valid GST registration, PF registration and PAN Card.

### 3. <u>Terms and conditions</u>

- i. The minimum lease period shall be one year, however the bidder can submit its bid upto a maximum period of 5 years.
- ii. In case the highest Financial bid of more than one bidders is found the same then preference will be given to the bidder who has quoted for longer period.
- iii. While quoting the financial bid (A), the bidder will quote a lump-sum amount (exclusive of all taxes as applicable from time to time) as lease rentals for one year.
- iv. Financial bids of only technically qualified bidders will be opened. For the purpose of making calculation to arrive at successful bidder, the quantity of each of the packing in respect of "Part-B" & "Part-C" of the financial bid, will be considered as 1,000 qtls.
- v. In case the Management decides to extend the lease period for more than one year, the lease rentals will be increased @ 7% every year.
- vi. Any taxes liability as applicable on this contractual assignment from time to time shall be borne by the Bidder/ Party.
- vii. That the party will have to enter into an agreement with the concerned General Manager Hafed Rice/ Flour Mill Taraori before start of work.
- viii. The party will make payment of lease moneys through advance cheques in four equal installments of each year of contract period.
- ix. The party will have to vacate the premises of the Mill within 15 days of completion the period of agreement otherwise Rs. 50,000 /- per month will be charged as rentals.
- x. After completion of the lease tenure the party will have to hand over the Flour Mill, Plant & Machinery, all other assets of the Hafed Flour Mills to the concerned General Manager Hafed Rice/ Flour Mill Taraori in the same condition as was at the time of taking on lease.
- xi. Hafed will not incur any expenses for repair/maintenance or addition of any machinery/equipments.
- xii. 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. The bidder must be registered with the concerned competent regulatory authorities like EPFO, etc.
- xiii. 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.

- xiv. The bidder will submit a self attested undertaking that the firm to whom the mill is leased out will operate the mill itself. Further , the bidder will do all the jobs/works of operation and maintenance of concerned Hafed Flour Mill for wheat handling, wheat processing, atta production packing, repair & maintenance and all other related works of the Flour Mill as per requirement of Hafed.
- xv. The bidder will submit a self attested undertaking that the bidder will not sublet the leased Mill to third party.
- xiv. The bidder will submit a self attested certificate the bidder will carry out all operations as per scope of work as per tender document.
- xvii. The bidder will submit a self attested certificate that he will meet the safety standards as per the guidelines of the Government/FSSAI Norms.
- xviii The bidder will submit a self attested certificate the bidder will carry out all operations as per scope of work given at **Annexure-A**

#### 4) <u>Validity :</u>

The bids will be valid for a period of 30 days from the date of opening of e-tender.

#### 5) Earnest Money Deposit :

Earnest Money of Rs. 2 Lakh (Rs. Two Lakhs only) will be deposited by the bidders online in favour of Hafed. The online bids without EMD will not be considered.

#### 6) Additional Installations:

That in case bidder/party installs any additional machines additional chakki etc. then all the investments will be borne by the party. In case the party intends to make any other additions/ improvements the same shall be made with the prior consent of Hafed. All the cost shall be borne by the successful bidder.

#### 7) Scope of work and responsibilities of the bidder on leasing out of Hafed flour Mill

- i) The bidder/firm to whom the mill is leased out will operate the mill itself. Further, the party will do all the jobs/works of operation and maintenance of concerned Hafed Flour Mill for wheat handling, wheat processing, atta production packing, repair & maintenance and all other related works of the Flour Mill as per requirement of Hafed No subletting to third party is permitted.
- ii) Hafed reserves the right to extend the contract after the expiry of the lease period on mutually agreed terms and conditions, if the performance of the party is found satisfactory.
- iii) 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.

- iv) 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.
- v) General Manager Hafed will prepare inventory of machines and equipments installed in the Flour Mill and will hand over to the successful bidder duly accepted by him (the bidder). After expiry of the lease period the Flour Mill shall be taken over as per the inventory list of the machine and equipments in proper operational conditions.

#### 8) <u>Scope of work and responsibilities of the bidder</u>

#### A) For supply of Fortified Atta, Normal Atta and Dalia etc.

- 8.1 The bidder shall complete the following jobs and responsibilities given by Hafed :
  - a) Production of Fortified/Normal Wheat Flour and Dalia for commercial sale/marketing by Hafed as per scope of work mentioned in the tender document.
  - b) That party will arrange their own technical staff, labour, watch & ward staff to operate the Flour Mill. Hafed will not provide any manpower. All variable expenses like electricity, repair & maintenance of machinery & labour etc. will be borne by the bidder/party.
  - c) The party will get the plant & machinery and stocks stored in flour mills insured at its own cost.
  - d) That Hafed will have the right to depute/post its staff in the mill to supervise the activities.
- 8.2 The packing material for packing of Wheat Flour & Dalia for Hafed's Commercial Sale and for supply for PDS/ICDS/MDM Schemes will arranged by the Bidder at his own cost.
- 8.3 All spare parts, store articles, lubricants, material required for repair & maintenance to run the Mill efficiently and all such cost will be borne by the bidder.
- 8.4 Any other work which is not specified in scope of work, but required for smooth functioning of the mill, will also be done by the party without charging any extra cost.
- 8.5 If the bidder 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 defaulting Bidder.

- 8.6 All persons engaged by the firm directly or indirectly shall be employees of the Bidder and it is obligatory on the part of the firm to cover all their employees under workman compensation Act and other Acts.
- 8.7 The bidder 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 Bidder employees or statutory authorities under the employees provident fund, Family pension Fund or any other liabilities.
- 8.8 Group insurance of the employees of the Bidder will be the responsibility of the Bidder and Hafed will not be responsible for any claim which may be made under the workmen compensation Act and other Acts.
- 8.9 In the event of any accident/causality etc. of the employees of the Bidder, Hafed will not be responsible in any way and Bidder will ensure all safety measures for its employees.
- 8.10 The Bidder shall ensure that the age of their employees is not less than 18 years in any case.
- 8.11 The Bidder 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 Bidder will not transfer the duty of its employees without the consent of the Hafed.
- 8.12 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 Bidder and the Bidder shall have no objection to it.
- 8.13 The Bidder 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 Bidder shall be subject to all the liabilities and penalties provided by the said Act and rules.
- 8.14 The Wheat for the requirement of Commercial Wheat Flour by Hafed for Marketing purpose will be issued by Hafed to the Bidder.
- 8.15 Bidder will have to supply 97 kg. or more Atta against 100 Kg. of Wheat given to him after taking into account processing loss for Commercial Wheat Flour & Dalia by Hafed for Marketing purpose.

For the purpose of supply of Fortified Atta under PDS, WCD and MDM, the Bidder will have to supply 100 Kg Atta against 100 Kg of Wheat supplied to him on the pattern of Haryana Govt. supply.

- 8.16 Hafed will provide wheat for Atta production at the storage point of Flour Mill Complex and all the expenses for shifting of wheat from storage point to mill will be borne by Bidder for Hafed's Commercial Atta & Dalia.
- 8.17 Cost of unloading of wheat and loading of Atta into trucks or others vehicle from Flour Mills will be borne by the Bidder.

# B) <u>Production of Fortified Wheat Flour for supply under PDS, ICDS and MDM</u> <u>Schemes.</u>

- i) Production of Fortified Wheat Flour for supply under PDS, ICDS and MDM Schemes of Centre/ State Governments shall be as per the scope of work given at **Annexure-A**.
- ii) In case the State Govt. start scheme of supply of Atta under PDS, during the contract period, than the bidder shall also execute all the jobs for successful supply of Atta under ICDS, MDM & PDS. However, the broader scope of work will remain the same as detailed in Annexure-A.
- iii) 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.
- iv) The Bidder shall submit status & reconcile the stocks of wheat and atta report on Daily basis with Hafed.
- v) Packing material of Atta supplied under PDS, WCD & Mid Day Meal Scheme or Hafed's Commercial Wheat Flour & Dalia will be provided by the Bidder and the cost of packing material will be included in the rate contract. The specification of packing material for Atta supplied under PDS, WCD & Mid Day Meal Scheme is given in **Annexure-B** & the specification for Hafed's Commercial Wheat Flour & Dalia are given in Tender document.
- vi) All the by-products, empty bardana, etc provided with the wheat and during processing of the wheat shall be retained by the Bidder in case of PDS/MDM/ICDS scheme as well as Hafed's Commercial Wheat.
- vii) The scope of work for processing of wheat & supply of Fortified Atta for PDS/ICDS/MDM Scheme will remain same as per **Annexure-A**. including unloading & loading operation and labour operation.
- **9.** List of Inventory of Plant and Machinery at Hafed Flour Mill, Taraori at <u>Annexure-D</u>.

#### 10. Quality of Wheat Flour & Dalia:-

- i) The quality of wheat flour & Dalia should be maintained as per standard specifications of FSSAI as mentioned in the **Annexure-C**. 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.
- ii) In order to ensure quality of Fortified Atta under PDS, ICDS & MDM Schemes as well as Hafed's Commercial Wheat Flour & Dalia sampling will be done as per specifications laid out in **Annexure-A.** Sampling charges in case of Fortified

Atta under PDS, ICDS & MDM Schemes shall be borne by the Bidder. However, sampling charges in case of Hafed's Commercial Wheat Flour & Dalia shall be borne by Hafed itself.

iii) In order to ensure that good quality Atta, Dalia etc is being manufactured as per specification, Hafed will be at liberty to check the inventory, operations, finished products to ascertain quality and quantity at any time by way of sampling and/or physical verification and the Bidder shall have no objection to it.

#### 11. **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 Bidder has diverted the wheat provided for production of Fortified Atta legal actions under the Essential Commodity Act or any other law in force shall be initiated against the Bidder.
- c) For not achieving the parameters of grinding of Atta which is supplied to MDM, PDS & WCD Scheme, for Hafed own commercial purpose penalty will be imposed as per Govt./Hafed instructions.
- d) Penalty @ of 1% of the value of delayed consignment per week and its multiple shall be imposed on the Bidder for delay in manufacturing/delivery of Atta and Dalia under PDS, ICDS, MDM & Commercial Wheat of Hafed Scheme for and upto 5 weeks. However, in case the delay exceeds five week, the action for forfeiture of security of the Bidder, getting the work done at his risk own cost besides blacklisting the party and debarring him to undertake any Government work for a period of 3 years shall be initiated after ascertaining the facts that the delay has been caused due to negligence of the Bidder and or not due top circumstances beyond his control. The penalty so imposed shall be deducted from the monthly bills of the party or the security deposited as the case may be.

#### 12. Damage to Machinery:-

- a. Any damage to machinery during repair & maintenance & operation, if occurred due to negligence of staff of the Bidder, the same will be recovered from the Bidder.
- b. The successful Bidder will maintain the proper condition of the equipments and machines during operation & will handover in same satisfactory running condition.

#### 13. Payment Terms:-

- a. The successful Bidder shall submit the invoice for payment of processing charges and outsourced job on monthly basis by the 7<sup>th</sup> of every month.
- b. 80 % payment shall be made at the end of the month within seven days after submission of invoice/bill.
- c. 20% shall be made after submission of EPF/ESI etc./if any.
- d. TDS as applicable will be deducted at source.
- e. The lease money payable by the bidder shall not be adjusted against the payment of Processing charges.

## 14. Conflict of interest:-

#### a) **Conflicting Assignment/job:**

The Bidder (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 to be executed for the same or for another Employer.

#### b) Conflicting Relationships:

The Bidder 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.

#### 15. INSURANCE

- a) The Bidder 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 bidder.

#### 16. SECURITY DEPOSIT

The successful bidder shall be required to deposit security amount Rs. 50 Lakh after the allotment of work in form of bank guarantee/fixed deposit (FDR) within 10 days from the issue of allotment letter. The successful bidder shall be required to give guarantee of two owned Flour Bidders/rice bidders. The security deposit shall be refunded only after the successful execution of the contract. The security deposit 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 Bidder/firmer fails to execute the contract strictly in accordance with the terms and conditions of the agreement/contract with Hafed. The Earnest Money @ of Rs. 2.00 Lakh deposited by the Bidder at the time of tender shall be adjusted in the Security Deposit for the period of contract/refunded after receipt of bank guarantee/fixed deposit (FDR).

# 17. Execution of Agreement

The Bidder is also required to execute an Agreement with HAFED as per the terms and conditions mentioned in this document. Further, HAFED shall have all the rights to impose further fresh terms and conditions or amend/delete any of the existing terms and conditions on the Bidder and shall have full right to execute agreement as per the revised terms and conditions in the larger public interest.

# 18. FORFEITURE OF SECURITY

- a) If any document/information submitted by the Bidder is found to be fake/incorrect or not as per the terms and conditions at any point of time during contract or thereafter, criminal proceedings may be initiated against the Bidder and his Security will be liable to be forfeited without giving any notice besides blacklisting the party and debarring him to undertake any Government work for a period of 3 years.
- b) If the Bidder does not act as per the terms and conditions of the Agreement or in any manner not acceptable to HAFED/against the interest of the State Government, his contract shall be cancelled and the Security will also be forfeited besides blacklisting the party and debarring him to undertake any Government work for a period of 3 years.
- c) If the Bidder fails to complete the assignment as per the timelines, time and again, his agreement shall be cancelled and Security shall be liable to be forfeited besides blacklisting the party and debarring him to undertake any Government work for a period of 3 years.
- d) In the event of failure to adhere to the terms & conditions by the Bidder causing any financial loss to the Hafed, will lead to forfeiture of Security and further realization of losses by producing post dated cheques, besides recovering the losses as per law and blacklisting the party and debarring him to undertake any Government work for a period of 3 years.

# 19. LABOUR

The Bidder shall 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 Bidder 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 Bidder 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 Bidder. In such case, Hafed will forfeit the security amount besides blacklisting the party and debarring him to undertake any Government work for a period of 3 years.

#### 22. TITLE AND RISK

a) All risks, liabilities and obligations in the product as related to product shall be borne by the Bidder. The Bidder 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 Bidder 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 Bidder and the difference of expenses/amount shall be recovered from the Bidder.

# 23. FORE CLOSURE

The Hafed reserves the right to foreclose the contract without assigning any reason and the Bidder shall have not objection to it. In such case the bidder 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 Bidder 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 Bidder.

# 26. CANCELLATION OF TENDER

Since Hafed is outsourcing the activity of running of Hafed Flour Mill, Taraori to private parties as a new initiative and might need to change/alter/ amend certain decisions on the grounds administrative, business or otherwise, HAFED shall have a right to reject and/or cancel any/all tenders without assigning any reason to the participants and they shall have no objection to it.

# 27. Arbitration :

- i. If any dispute of difference of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement (and whether before or after the termination on breach of this agreement) parties shall promptly and in good faith negotiate with a view to arrive at amicable resolution and settlement. In the event no amicable resolution and settlement is reached within a period of 15 days from the date on which the dispute or difference arose, such dispute of differences shall be referred to a mutually acceptable sole Arbitrator, or upon the failure of the parties to agree upon a sole Arbitrator, either party may get the appointment of Sole Arbitrator from the competent court of governing jurisdiction. The Arbitration proceedings shall be conducted as per the provision of the Arbitration and Conciliation Act and rules made there under. The fees and expenses shall be borne equally by both the parties.
- ii. The existence of any dispute of differences or the initiation or continuation of the arbitration proceeding shall not postpone or delay the performance by the parties of their respective obligation pursuant to this agreement. The outcome of the Arbitration shall be binding upon all the parties involved.

SN	Particulars	Document are attached at page No.
	Name of the Company / Firm	pugo no.
	Email id of Authorized signatory with copy of Aadhar card of Authorized Signatory.	
1	The bidder is a sole proprietorship firm, Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time), a Company (registered under the relevant provisions of Companies Act of 1956 or 2013), a Limited Liability Partnership (duly registered under the LLP Act, 2008) or a Cooperative society (duly registered under the MSCSA, 2002 or any other State Cooperative Act of the concerned State).	
2	Proof of experience of supply of Wheat Flour and Dalia to any state/center govt. department/ PSU/ agency under any scheme during one year in the past 7 years including 2024-25.	
3	Proof of being MSME bidder to be considered eligible on the eligibility parameters, along with all requisite documents along with the Technical Bid as per relevant latest notification issued by the State Government on the subject.	
4	Proof of ownership if the bidder is owner of Flour Mill with a minimum capacity of 20 MT/day for wheat processing.	
5	Proof of EMD deposited.	
6	Proof of turnover of minimum of Rs. 10 Crore for last 2 years i.e. 2022-23 & 2023-24 duly verified by the Chartered Accountant.	
7	Proof of being the profitable concern, Audited P & L A/c and Balance sheet of last 2 financial years i.e. 2022-23 & 2023-24 duly verified by the Charted Accountant.	
8	Bank solvency certificate regarding credit limit of minimum 50 lakh from any schedule bank.	
9 (a)	Self attested copy of GST Certificate	
9 (b)	Self attested copy of PAN card	
9 (c)	Proof of registration under EPFO.	
10	Self attested certificate that the bidder is responsible for all applicable laws by central Govt. State Govt. or any other statutory authority during the contract period.	
11	A self attested certificate that the bidder is not blacklisted/ barred for non performance and does not have any litigation pending in the court related to deliverance of similar scope of work as mentioned in this tender.	
12	A self attested undertaking that the firm to whom the mill is leased out will operate the mill itself. Further , the bidder will do all the jobs/works of operation and maintenance of concerned Hafed Flour Mill for wheat handling, wheat processing, atta production packing, repair & maintenance and all other related works of the Flour Mill as per requirement of Hafed.	
13	A self attested undertaking that the bidder will not sublet the leased Mill to third party.	
14	A self attested certificate the bidder will carry out all operations as per scope of work as per tender document.	
15	A self attested certificate that bidder will meet the safety standards as per the guidelines of the Government/FSSAI Norms.	
16	A self attested certificate the bidder will carry out all operations as per scope of work given at Annexure-A.	

Name of bidder
Stamp
Address

# **Conflicting Relationships Undertaking**

Seal & Signature of the authorized Person on behalf of the tenderer. Name: Address:

#### INSTRUCTIONS FOR PRODUCTION OF FORTIFIED WHOLE WHEAT CHAKKI ATTA FOR PDS, ICDS & MDM SCHEMES OF HARYANA

# TERMS AND CONDITIONS FOR JOB WORK AS PER REQUIREMENT OF HAFED

#### 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 bidder 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 Bidder 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 BIDDER** means bidder who has been allotted the work for operating Hafed Flour Mill, Taraori on outsourcing basis.
- **1.15 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.
- **1.16** Effective date of contract shall be the date of receipt of intimation of award of work to the successful Bidders.
- **1.17** Hafed does not guarantee to give/allocate the wheat for atta supply under various schemes of Haryana or for commercial atta.
- **1.18** The financial bids of only those parties will be opened, who qualify the technical bid.

#### 18. SCOPE OF WORK:

The scope of work covers the following activities:-

 Supply of wheat and transportation of Fortified Atta under the Schemes: MDM: Hafed will supply wheat to the Bidder at the Mill and thereafter transport Fortified Atta from mills to the respective schools.

**ICDS**: WCD will provide wheat to the Bidder at the Mill and thereafter transport the Fortified Atta from the mill to the Anganwaris.

**PDS:** Food & Supplies Department/CONFED will provide wheat to the Bidder at the Mill and thereafter lift the Fortified Atta from the mill to the Fair Price Shops.

ii) The Flour Bidder/Applicant has to do the job/ operations/ processing/ fortification of Atta as per the terms and conditions and shall pack the fortified atta in different packings as mentioned below :-

SN	Size of different packing as per requirement of different variants/combinations for PDS/ ICDS/ MDM Schemes
1	50 kg. bags
2	10 and 25 kg.Bags
3	2, 4, 6, 8 and 10 kg. bags
4	5, 10, 15, 20 and kg. bags

iii) The rates finalized 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.

#### The work and responsibility of the Bidder will be as under:-

- iv) Unloading of wheat bags from the vehicle, storage and shifting from Godowns to the mill for cleaning, grinding, processing, fortification, packing etc.
- v) Grinding/Processing of wheat and supply of Fortified Atta as specifications mentioned at Annexure-B [Sr. No. 1(a)] including the fortification with specified micronutrients (vitamins and minerals) as per FSSAI fortification standards of 2018 or the FSSAI fortification standards of 2016 as mentionedat Annexure- B [Sr. No. 1(b)] or for any change in requirement of the fortification with specified micronutrients (vitamins and minerals) by the HAFED.

- vi) Testing of quality of Fortified Whole Wheat Chakki Atta, as per given specifications and Parameters [**Annexure-B (Sr. No. 1**)].
- vii) Appropriate and scientific storage of wheat stocks, micronutrient premix, packing material and Fortified Whole Wheat Chakki Atta at the mill.
- viii) Packing of Fortified Whole Wheat Chakki Atta (in the combination of bags as per the requirement of the concerned Department) made from the material and specifications as mentioned in the packing bag specifications mentioned at Annexure-B (Sr. No. 4) for supply under PDS, ICDS and MDM Schemes. These bags shall be further packed in master bags.
- ix) Printing on bags as per given design/format to be given by the Food & Supplies, WCD & MDM Departments.
- x) Loading of Fortified Whole Wheat Chakki Atta into the trucks/vehicles at Mill.
- xi) 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 Bidder is at least 60 days. Bidder 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 Bidder.
- xii) Any other work not mentioned in the scope of work, but found necessary at later stage for successful completion of this job, the Bidder shall be bound to execute the work without any extra cost.
- xiii) The lab testing charges of the samples shall be borne by the Bidder.
- xiv) The Bidder will retain the empty wheat bags (Jute/HDPE) received for Supply of Fortified Atta under PDS, MDM and ICDS Schemes and will adjust its price while quoting the rates for processing.
- xv) The Bidder is also required to give an undertaking and will also be required to execute an Agreement with HAFED as per the terms and conditions mentioned in this document. Further, HAFED shall have all the rights to impose further fresh terms and conditions or amend/delete any of the existing terms and conditions on the Bidder and shall have full right to execute agreement as per the revised terms and conditions in the larger public interest.

#### SCHEDULING

- a) The wheat in 50 kg bags will be supplied to the Bidder as per the monthly requirement of fortified Chakki Atta. Bidder will acknowledge the receipt of wheat and will give a certificate of acceptance of quality and quantity of wheat stocks.
- b) Release order for wheat stocks for next supply shall only be issued after satisfactory processing and supply of fortified Chakki Atta against the previous month's release order.
- c) The allocation/work order will be provided on monthly basis after getting the schedule from Food & Supplies, WCD and EED Departments. The quantity mentioned in the work order will be tentative and Hafed/the concerned Department may change the same for administrative convenience, if required.
- d) Effective date of contract shall be the date of intimation of award of work to the successful applicants.
- e) Hafed shall give the Block-wise/School-wise/Anganwaris requirement of different packing of Atta to the Bidder by 15<sup>th</sup> of every month, so that the packing material is arranged well in time for the next month.
- f) All the communications by the Bidder to Hafed for requirement of packing details, wheat, sampling of atta, vehicle for transportation of Atta, etc. shall be done in writing through E-mail/ letter.
- g) The atta will be dispatched by the bidder in presence of authorized representative of the concerned indenting department under proper receipt.

#### **19. TECHNICAL SPECIFICATIONS**

The specifications of the FAQ wheat, Fortified Whole Wheat Chakki Atta, Micronutrients & Packing material are given at **Annexure-B**.

#### 20. 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 Bidder:

a. The Bidder 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 mentioned in Annexure-B. 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 Bidder to ensure that proper and correct dosage of nutrients are mixed strictly as per norms mentioned in the document. Any deviation shall result in severe action/ criminal proceedings against the Bidder as per law.

- b. To ensure successful implementation of the Food Fortification for PDS/ MDM/ ICDS Schemes, a district-level committee constituted by HAFED will inspect the wheat after it is stacked and stored in the Mill premises. In case, the Bidder isrequired to add some quantity of Wheat/Atta to fulfil the justifiable processing losses, the Bidder will use only the Fair Average Quality Wheat as per the uniform specifications of Government of India. In any case, Atta should not be and mixed in the Fortified Atta. The Bidder should have proper record/bill of purchase and source of purchase of such wheat and will keep such quantity of wheat separately. Further, the Bidder will also get this wheat inspected from the Quality Control Committee constituted by the HAFED before grinding the same.
- c. Sampling of Premix, Packing Material and Fortified Whole Wheat Chakki Atta will also be done by the district-level 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 Bureau of Indian Standards, FSSAI norms and FDA guidelines from the reputed FSSAI approved and NABL Accredited Laboratories or as decided by the Committee.
- d. To ensure the quality of a batch of Fortified Atta produced by the Bidder, a random sample will be drawn by the Committee constituted by Hafed 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 Committee.
- e. Once the result of the sample given to the authorized laboratory confirms that the Fortified Atta quality offered by the Bidder in a batch is as per the specifications, 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.
- f. The charges of lab testing of all samples shall be borne by Bidder.

- g. Hafed also reserves the right to collect the random samples (through a committee) of Fortified Atta from Bidder'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 Committee.
- h. 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 bidder forfeiture of the security amount, getting the work done on his risk and cost and black-listing the said bidder as well as initiating legal action against the Bidder.
- Bidder is responsible for quality and quantity of packed bags for all times to come. The milers 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. The starch damage in fortified should not be less than 15%. The acceptable limit of starch damage is 15% and above.
- j. The granulation/particle size of fortified atta should be in the range of as mentioned in the specification parameters. The bidders 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. The bidders will submit a copy of Certificate of Authenticity (COA) and copy of bills of purchase of premix alongwith the monthly bills to DMs, Hafed.

# 21. PROCEDURE FOR PROCESSING OF FORTIFIED FLOUR

- After receipt of wheat in 50 kg. bags, the Bidder shall give certificate of receipt of quantity and quality of wheat. F&S, MDM & WCD Department will give detail of type of bags (Jute or HDPE bags) supplied to the Bidder on monthly basis. The empty bags will be the property of the bidder.
- 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 Bidder.
- c) Choker/ Wheat Bran shall be a part of the final product and shall not be extracted/separated by the Bidder.
- d) Other by-products arising out of the manufacturing of Flour shall be the property of the Bidder, and any tax liability on it shall be borne by the Bidder. Bidder will supply Fortified Wheat Flour @ 100 % (including Choker/bran) of the total

Wheat supplied i.e. the bidder will supply 100 Kg of Fortified Atta against 100 Kg of wheat supplied.

- e) The Bidder should buy required type and quantity of Vitamins & Minerals (Premix) 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) For better mixing of premix, while preparing Fortified Atta, bidder is should use micro-dozer and then process the Fortified Atta through Entoleter to ensure desired shelf-life.

# 22. 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 & Supplies, EED and WCD Department. The overall period required for the preparation of required monthly quantity of Fortified Atta should not exceed one and half times than the actual time required to process the allocated quantity of wheat as per the Milling capacity of the Mill. In case of delay in processing of wheat than the defined period, the supply of Fortified Atta shall be accepted, however, penalty as defined in the Penalty clause shall be imposed and deducted from the payment bill of the Bidder. As soon as the required Fortified Atta is ready, it to be communicated in writing to Hafed and Food and Civil Supplies Department. The receipt of the Fortified Atta should be confirmed by documentary evidence duly signed by the district-level authorized officer of the Food & Supplies/ EED/ WCD Department that the goods have been received in full quantity and in good condition.

# 23. PACKING, MARKING, LABLES

- a. Packing must be in accordance with the Technical Specifications as mentioned in at **Annexure-B (Sr. No. 4)** 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.
- b. Packing and labeling shall conform to all applicable laws and regulatory requirements and other provisions mentioned at **Annexure-B (Sr. No. 4 and 5)**. To ensure the quality of packing material for packing of Fortified Atta by the Bidder, 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.
- 24. Failure on the part of the Bidder to meet with the packing and labeling requirements shall entitle Hafed to reject the goods. In the event that the failure is continuing and is not rectified by the Bidder 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 Bidder as may be warranted. Hafed will not be liable to make any payment to the Bidder for any goods that have been rejected or for any other claims that the Bidder may make for damages or otherwise following the termination of the Contract.

#### 25. HAFED'S DECISIONS AND INSTRUCTIONS

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

#### 26. STANDARDS

The Fortified Whole Wheat Chakki Atta produced under this Contract shall conform to the standards mentioned in the Technical Specifications **(Annexure-A)**.

#### 27. FLOUR BIDDER'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 Bidder. The Bidder 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.

# **TECHNICAL SPECIFICATIONS**

# 1. FORTIFIED WHOLE WHEAT CHAKKI ATTA:

a) **Fortified Atta** should be made by processing whole wheat and free from dirt, 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	Not more than 0.18 per cent at the time of		
cent alcohol) expressed as	production		
H2SO4 (on dry weight basis)			
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  $B_{12}$ , as per the fortification standards specified by FSSAI.

i)	As per FSSAL	, 2016 standards,	One Ka	Fortified Att	a contains:-
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Micronutrient	Form	Level Micronutrient 1.00 Kg Flour	of in
Iron	Sodium Iron (III) Ethylene diamine tetra Acetate, Trihydrate (Sodium federate - Na Fe EDTA).	20 mg	
Folic Acid	Folic acid	1300 ug	
Vitamin B <sub>12</sub>	Vitamin B <sub>12,</sub> Cyanocobalamine, Hydroxycobalamine	10 ug	

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 <sub>12</sub>	Vitamin B <sub>12,</sub> Cyanocobalamine, Hydroxycobalamine	0.75 ug - 1.25 ug

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

- 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 (Regulations, 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 mustbe 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) Bidder 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 Bidder may not be considered for award of the contract.

# 3. Recording of Inventory:

- (a) Wheat/Grain receipt
- (b) Wheat outgoing register for processing
- (c) Premix Incoming Usage Register
- (d) Fortified Atta Dispatch Register
- (e) Quality Testing of Fortified Atta

# 4. PACKING:

- The bag size of Fortified Atta should be 2, 4, 6, 8, 5, 10, 15, 20, 25 and 50 kg bags for PDS/ICDS/MDM Schemes as per requirement to be conveyed by the Food & Supplies Department / Women & Child Development Department / Elementary Education Department.
- 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.
- iii) The bag of Fortified Atta for supply under PDS 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/ICDS/MDM IN HARYANA ONLY. NOT FOR SALE IN OPEN MARKET"

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

SN	Packing	Size of PP Bag	Weight	Size of Master	Weight of Master	IS standard of material
		5		bag	Bag	to be used
1.	2 kg. PP Bag	12" * 12"	18 gm	24" * 44"	80 gm	IS 9733/2003
2.	4 kg. PP Bag	12" * 17"	27 gm	24" * 44"	80 gm	IS 9733/2003
3.	5 kg. PP Bag	12" * 18"	30 gm	24" * 44"	80 gm	IS 9733/2003
4.	6 kg. PP Bag	12" * 20"	35 gm	24" * 44"	80 gm	IS 9733/2003
5.	8 kg. PP Bag	15" * 22"	43 gm	24" * 44"	80 gm	IS 9733/2003
6.	10 kg PP Bag	15" * 23"	45 gm	24" * 44"	80 gm	IS 9733/2003
7.	15 kg PP Bag	17" * 26"	55 gm	NA	NA	IS 9733/2003
8.	20 kg PP Bag	19" * 28"	65 gm	NA	NA	IS 9733/2003
9.	25 kg PP Bag	19" * 30"	75 gm	NA	NA	IS 9733/2003

iv) The specification of bags and Master Bags is mentioned below:

**Note:** All specifications shall be according 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 in a legible font type and size:-
- a) Bidder's name and address
- b) Date of Manufacture/Packing Date
- c) Batch No.
- d) Net Weight
- e) Best before 60 days from the date of packing
- f) 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.
- g) 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.
- h) 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.

**Note:** The Bidder must obtain the consent of Hafed before finalizing the design of the packing material for PDS for Food & Supplies Department / for ICDS for Women & Child Development Department for MDM for Elementary Education Department, as the case may be failure to include any of the above information may result in rejection of the consignment and non-payment of the invoices against supplies. Bidder will supply samples of packing and all labels for approval prior to first dispatch.

# 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. 2.5 Kg to 3.0 Kg 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 Bidder.

# 7. Quality of Wheat:

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Wheat to be supplied to the Bidder will be as per the Fair Average Quality specifications, as given as under:-

Refractions		Foreign Matter	Other food grains	Damage dgrains	5,	Shrivelled & broken grains
Maximum Limit (%)	12	0.75	2.00	2.00	4.00	6. 00

# 8. 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.

# Annexure-C

# 1. The specification of Dalia packing shall be as under:

SN	Product Name	Packing Size	Packing specification	
1	Dalia	500 gm	12 microns polyester + 70 microns Poly	
			having 7-8 gms weight	

# 2. The specification of Hafed Commercial Atta packing shall be as under:

SN	Product Name	Packing Size	Packing specification
1	Normal Wheat Atta/Desi	5 Kg	12 microns polyester + 110
	Wheat Atta & Fortified	(Laminated Roll)	microns poly with weight 55-
	Atta/		60 gms.
2	Normal Wheat Atta/Desi Wheat Atta & Fortified Atta	10Kg (Laminated Roll)	12 microns polyester + 90 microns Poly with weight 30-35 gms.

# List of Inventory of Plant and Machinery at Hafed Flour Mill, Taraori.

Hafed Flour Mill Taraori and with a processing capacity of 60 MT each per day is in operation. The Flour Mill is having all the necessary machineries and equipments as per the below given inventory :-

#### At Flour Mill Taraori

SN	Name of Equipments/Machine	Quantity
1.	Atta Chakki with 20 HP Motor on each Chakki	11 Nos +1 No Dismantle
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 1/2 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 Sapration Wheat with Motor 1 HP	1 Nos.
18.	Electrical Pannels	3 Nos.

#### FINANCIAL BID

# <u> Part - A</u>

Proforma for the financial bid for leasing out of Hafed Flour Mill, Taraori (Karnal) including outsourcing all the jobs/works of operation and maintenance, for wheat processing, Atta production, packing and other related jobs.

Flour Mill	Lease period quoted by the bidder (minimum 1 year) and maximum 5 years i.e. the bidder can quote 1, 2, 3, 4 or 5 in this column)	rentals quoted by the bidder (Rs. In Lakh for first year)	GST	Total amount including GST
Taraori (Karnal)				

- Note : 1. The amount of lease rentals to be quoted by the bidder shall be exclusive of all taxes as applicable from time to time.
  - 2. Any taxes liability as applicable on this contractual assignment from time to time shall be borne by the Bidder/ Party.
  - 3. In case the Management decided to extend the lease period for more than one year, the lease rentals will be increased @ 7% every year.

# Financial Bid will be applicable only after completion of financial bid

# <u> Part - B</u>

"Financial Bid for outsourcing of all the work to operate the Hafed Flour Mill, Taraori, as per the scope of work & terms & conditions mentioned in the tender document.

SN	Particulars	Amount in Rs. per Quintal (Taxes as applicable will be paid extra)		
		For the Wheat supplied in Jute Bag	For the Wheat supplied in HDPE Bag	
	Outsourcing of all the work to operate the Hafed Flour Mill for	50 Kg HDPE	50 Kg HDPE	
	processing of commercial wheat and production of fortified/normal wheat	10 Kg Polypack	10 Kg Polypack	
as pe		5 Kg Polypack	5 Kg polypack	
		25 Kg (Dalia)	25 Kg (Dalia)	
		500 gm (Dalia)	500 gm (Dalia)	

# <u> Part - C</u>

# FINANCIAL BID for outsourcing of all the Jobs for 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.	work to for the complete operations as per the scope of work and the	per the scope of work and the tender document. (Rs. per quintal of wheat exclusive of GST/all taxes).
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.		

Note: For the purpose of making calculation to arrive at successful bidder, the quantity of each of the packing in respect of "Part-B" & "Part-C" of the financial bid, will be considered as 1,000 qtls.