



# Short Term e-tender notice for empanelment of Private Oil Mills for Custom milling of Mustard Seed and supply of Fortified Kachchi Ghani Mustard Oil.

Hafed invites short term e-tender from the Private Mustard Oil Millers for Custom milling of Mustard Seed and for supply of Fortified Kachchi Ghani Mustard Oil under PDS. F.O.R. Hafed Oil Mills, Rewari, Narnaul, Hafed buffer Taraori and Hisar strictly as per Hafed's specifications:

The tender document containing details for Custom Milling of Mustard Seed and for supply of Fortified Kachchi Ghani Mustard Oil. quality, specifications etc. and other terms & conditions are available on portal https://etenders.hry.nic.in or at Hafed Website www.hafed.gov.in. The parties / bidders should submit their technical & financial bids through e-tender portal as per dates given in the tender document. All bidders are required to get register on e-tendering portal & obtain Digital Signature from NIC office. Technical & Financial bid will be opened on 21.07.2020 at Hafed Corporate Office, Sector-5, Panchkula (Haryana) in the presence of the bidders, who wish to present. The financial bids of only those bidders will be opened who have qualified the technical bids. All the bidders are requested to be present at the time of opening of the financial bids for negotiations. Hafed reserves the right to accept/reject any/all the tenders or increase/decrease the tendered quantity without assigning any reason whatsoever.

MANAGING DIRECTOR HAFED PACNHKULA

#### Detailed Notice Inviting Short Terms e-Tender

Hafed invites short term e-tender for empanelment of private Oil Mills for Custom Milling of Mustard Seed and supply of Fortified Kachchi Ghani Mustard Oil F.O.R. Hafed Oil Mills, Rewari, Narnaul, Hafed Buffer Taraori and Hisar strictly as per Hafed's specifications. Under this process, the Technical Bid Application as well as online Financial Bid shall be invited at single stage through two bids i.e. Technical Bid (Annexure-I, 1A & 1B) & Financial Bid (Annexure-II). Eligibility of the Bidders will be first examined based on the details submitted online under first bid (Technical) with the respect to eligibility and qualification criteria prescribed in the Tender document. The Financial Bid shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1. <u>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 GoH (Govt. of Haryana) and also mentioned under the Tender Document.</u>
- 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. <u>He/ She</u> 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.500/-) 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 Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates: <u>Key Dates</u>

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S.N.	HAFED Stage	Party Stage	Date & Time				
1		<ul> <li>(i) Downloading of Tender Document/Online Bid Preparation.</li> <li>(ii) Online directly transfer of funds of <b>Rs.1500/-</b> through online directly through Debit Cards &amp; Internet Banking Accounts (Tender document fee Rs.500/-, Processing Fee Rs.1,000/-) and required <b>EMD</b></li> </ul>	13.07.2020 from 17:00 hrs to				
2	-	Submission of online Bid	13.07.2020 from 17:01 hrs to 21.07.2020 upto 11:30 hrs				
	Opening of Technical Bid	-	21.07.2020 at 12:00 Noon				
	Opening of Financial Bid	-	21.07.2020 at 12:30 PM				

#### NOTE:

"In case any bidder wants to apply and submit EMD for ONE or MORE ITEMS (except all items) then first he/she click to "Exemption" button and fill the exempted amount then bidder can choose the Items/amount of its EMD for which he/she wants to submit the EMD of offered items. He/she may also upload the details of Items to be quoted in the said tender." Important Note:

- The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any 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

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

#### 1. <u>Registration of bidders on e-Procurement Portal</u>:

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.

#### 2. Obtaining a Digital Certificate:

**2.1** 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.

- 2.2 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
- **2.3** 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.
- **2.4** 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.
- 2.5 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).
- **2.6** 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.
- 2.7 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.
- **2.8** 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.

#### 3. <u>Pre-requisites for online bidding:</u>

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.

# 4. 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>

#### 5. <u>Download of Tender Documents:</u>

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

# 6. 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.

#### 7. <u>Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid</u> <u>Preparation & Submission (Technical & Commercial/Price Bid):</u>

7.1 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.

# 7.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) 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.
- (ii) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical 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.

#### (iii) FINANCIAL Bid shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

8. ASSISTANCE TO THE BIDDERS

For queries on Tenders Haryana Portal, Kindly Contact

Note: Bidders are requested to kindly mention the URL of the ortal and Tender ID in the subject shiel emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the repective tender Inviting Authority.

Tel:-0120-4200462,0120-4001002

Mobile:88262-46593

Email:-support.etender@nic.in

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

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

# 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 respecive e-tendering event. Also, for queries related to e-payment of EMD kinldy contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their quries if there is any pertaining to the online bidding and the single e-Procurment 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.

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.

- 2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it will generate a Challan.
- 3. 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 e-Procurement 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 the tender.

Tender Document for empanelment of Private Oil Mills for Processing of Mustard Seed and supply of Kachchi Ghani Mustard Oil Fortified with Vitamin A&D packed in 2 Ltr. bottle against Mustard Seed, F.O.R. basis at Hafed Oil Mill, Rewari, Narnaul, Hafed Buffer Taraori and Hisar.

HAFED invites online Technical & Financial Bids from the Private Mustard Oil Millers for **empanelment of Private Oil Mills for Processing of Mustard Seed** and supply of Kachchi Ghani Mustard Oil fortified with vitamin A&D packed in 2 Ltr. bottle to Hafed against Mustard Seed owned by HAFED. The online bids may be submitted through Haryana Government e-portal **https://etenders.hry.nic.in**. The terms & conditions may be downloaded from Govt. e-portal and HAFED's website <u>www.hafed.gov.in</u>. HAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.

#### **GENERAL TERMS AND CONDITIONS**

- 1. Eligibility Criteria for selection of the Oil Mills for empanelment and award of contract:
- 1.1 Miller should have its own Kachchi Ghani Mustard Oil Producing Unit with a valid FSSAI license, GST registrations.
- 1.2 The e-tender is for determination of Out Turn Ratio percentage (OTR) of Kachchi Ghani (fortified) Mustard Oil by milling of Hafed's Mustard Seeds stored in various districts through empanelment of Private Oil Mills.
- 1.3 The OTR finalized through e-tender will remain valid for Custom Milling for six months to ensure uninterrupted supply of Oil to Food Department for supply to PDS in Haryana.
- 1.4 The empanelled Oil Mills will deposit 25% of cost/value of mustard seed allocated to it for a particular month or bank guarantee with Hafed, on a monthly basis after finalization of tender/empanelment/work allotment and the EMD/Security deposit will be adjusted to meet the requirement of 25% deposit. No interest will be paid by Hafed.
- 1.5 The new Oil Mills bidding for empanelment should have at least two years work experience in the production of Kachchi Ghani Mustard Oil. The existing empanelled mills who have supplied mustard oil to Hafed in the past will be exempted from this experience clause. However, past empanelled mills who have not supplied mustard oil to Hafed are not exempted from the condition of experience of two years.
- 1.6 The Oil Mills participating in tender for empanelment should have minimum crushing capacity of 30 MT per day and minimum annual turnover of Rs. 25 Crore for the last two years(at least).
- 1.7 The Oil Mills should have automatic bottle filling machine for 2 ltr. Bottle installed at their Mill for empanelment and work allocation. The mills which do not have automatic bottle filling plant, will be empanelled subject to the condition that work will be allotted to them only after installation of automatic bottle filling machine within a period of two months from the date of empanelment. In case, automatic bottle filling machine is not installed within the prescribed time period the mill will be removed the list of empanelment.
- 1.8 Each Oil Millers will quote their Out Turn Ratio (OTR) in percentage for six months on the basis of minimum 5,000 MT Mustard Seed.

- 1.9 However, work/ allocation of mustard seed will be done keeping in view the Milling capacity/infrastructure/past performance with reference to timely supply and quality. The empanelment of the Oil Mills does not guarantee the allocation of mustard seed/custom milling of Mustard Seed. HAFED will have sole discretion of quantity of allocation of mustard seed to empanel Oil Mills.
- 1.10 The Oil Mills taken on lease shall not be entertained.
- 1.11 The Miller should not be blacklisted by any Central / State Government Institution or any Cooperative Agency in Centre/State.
- 1.12 In case of supply of poor quality of oil, (not conforming to the specification and standards of FSSAI/AGMARK proven by failed samples from either the concerned Hafed Mill or private Lab) and also in case of non performance in terms of default in supply of mustard oil to HAFED for successive two months or in case of failure to comply with the quality parameter prescribed by HAFED if proven in the lab report (two independent labs report) or either case may be, the empanelled mill shall be blacklisted for one year and its security deposit shall be forfeited.
- 1.13 The Quality of Mustard Oil supplied by the Miller will be got tested at his own level through NABL/FSSAI accredited Lab before supply at HAFED Godowns. HAFED shall have right to conduct sampling and test of the mustard oil supplied by any mill at any place and time of its choice.
- 2. Quality Parameters of Kachchi Ghani Mustard Oil Fortified with vitamin A&D packed in 2 litre bottle to be supplied F.O.R. Hafed Oil Mill, Rewari, Narnaul, Buffer Taraori and Hisar:
- 2.1 Refer the Quality Specification (attached as **Annexure-III**) for Kachchi Ghani Mustard Oil fortified with Vitamin A & D to be supplied to HAFED.
- 2.2 The Miller shall undertake the milling in the Milling Unit owned by the Miller/successful bidder. Sub-contracting of the work allotted by Hafed shall not be allowed. Miller shall provide self-declaration in the format attached **(Annexure IV)** to certify the same.
- 2.3 HAFED and/or authorized official may visit the Milling premises at any point of time during the process of completion of supply order awarded to the Miller.
- 2.4 The Millers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006, connected rules and latest amendments, if any.
- 2.5 The Miller shall maintain a stock register at its Mill which will have details of Mustard Seed stock received at Mill, source of Mustard Seed, stock details of Mustard Oil at Mill, dispatch of Mustard oil and inventory of Mustard Oil in the Mill. The stock register shall be made available to HAFED and authorized official during their visit to the Mill. Please refer to Annexure-V for Stock register format.
- 2.6 The Oil Miller shall lift the Mustard Seed from the allotted Warehouses/Godowns through its own transport, however, loading of the stocks shall be arranged by Hafed. The oil miller shall further unload the stocks in their mill premises and shall ensure complete operations like temporary stacking, processing of the mustard seed, fortification of Mustard Oil, packing of oil in 2 Ltr. Bottles, labelling, sampling and further supply of Fortified Kachchi Ghani Mustard Oil in 2 Ltr. Bottles strictly as per the specifications of Mustard Oil as well as 2 Ltr. Bottle to the designated Oil Mills/Buffer points of Hafed as per the requirement.

- 2.7 The GM, Hafed Oil Mills and their authorized officials/teams shall inspect the oil mills and its premises to check and verify the infrastructure, machines and equipments of the private oil mills to assess their facility for empanelment and award of work of custom milling.
- 2.8 Only those bidding Oil Mills participating in the tender shall be empanelled, if they fulfills all the eligibility criteria and agree to the highest Out Turn Ratio discovered through the e-tender.
- 2.9 The quoting of highest OTR by any bidder in e-tender does not guarantee for allotment of work by Hafed. Highest OTR is only for empanelment purpose subject to fulfilling all the technical bid criteria prescribed in the tender document.

# 3. Details of stock of Mustard Seed offered by HAFED

- 3.1 The actual quantity of the stock to be alloted would be specified in the release order issued by HAFED and would be based on the outturn ratio offered by the successful bidder.
- 3.2 The stock of Mustard Seed will be issued to the Miller on net weight basis and the empty gunnies and the by- products (Mustard Cake) shall be retained by the Miller. The Miller shall quote outturn ratio accordingly.
- 3.3 The Miller will be responsible for lifting the Mustard Seed stock from HAFED specified warehouses/godowns and transport (which includes handling, transportation, transit insurance, etc.) to its Milling Unit.
- 3.4 The Miller shall lift the stock against security deposit equivalent to 25% of the value of Mustard Seed or bank guarantee with Hafed. No interest will be paid by Hafed.
- 3.5 The Miller may pre-inspect the earmarked stocks of Mustard Seed on any working day between 9 AM to 5 PM at his own cost, before submission of the bids.
- 3.6 The Miller has to lift the Mustard Seed stock as per the following time schedule from the date of issue of Delivery Order.

Quantity of Mustard	Delivery Period
Seed (MT)	(Warehouse Working Days)
0 - 250	05
251 – 500	12
501 – 1000	15
1001 – 2000	20

- 3.7 In case of non-lifting of the Mustard Seed within the free delivery period, godown rent (as per the Haryana State Warehousing Corporation tariff) shall be charged by HAFED from the Miller wherever applicable for storage of stocks based on un-lifted quantity for the extended period of up to 30 days. Thereafter, if the Miller does not lift the stocks of Mustard Seed, penal godown rent (double the normal rent) will be charged for the next month.
- 3.8 In case the Miller fails to lift the confirmed quantity within the free period, as above after payment of godown rent as mentioned above, the stocks shall continue to be stored by HAFED on behalf of the party at the cost, risk and responsibility of the Miller only and HAFED shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, theft, fire or any natural calamity, etc. or any other

consequences thereupon. Further, penal godown rent (double the normal godown rent) will be charged after the expiry of the permitted period of one month from the date of free period till the party finally lifts the stocks.

3.9 Risk & Cost: In case the Millers fail to execute the orders within 30 days from the date of issue of award letter, the material will be arranged from the market at the risk and cost of the Miller and action as deemed fit will be initiated against the Miller/Millers.

# 4. Packaging & labeling:

- 4.1 Millers shall pack & label the processed Kachi Ghani Mustard Oil fortified with Vitamin A & D in 2 Litre bottle. Packaging and labeling will be shared by HAFED at the time of award of contracts and party to strictly comply with the same.
- 4.2 In case the packaging materials is of inferior quality or is rejected by the authorized official of HAFED, then Miller will replace the inferior quality packaging material at its own cost and penalty will be imposed as mentioned in penalty clause.

# 5. Sampling & Testing:

- 5.1 The Kachi Ghani Mustard Oil fortiefied with vitamin A&D has to be offered by the Miller within 10 days from date of communication of award letter. To offer the stock for assaying, the Mustard Oil shall be stored in bulk in the Mill.
- 5.2 The Miller shall intimate HAFED about readiness of the Kachi Ghani Mustard Oil fortified with Vitamin A & D stock for inspection and sampling.
- 5.3 HAFED may conduct quality inspection at random through authorized officials of Kachchi Ghani Mustard Oil fortified with Vitamin A & D after receiving Mustard Oil at Hafed Oil Mills or other Hafed godown. The quality of Kachchi Ghani Mustard Oil fortified with Vitamin A & D will be evaluated based on specified quality parameters detailed in Annexure-III.
- 5.4 The Miller shall enclose test report of Mustard Oil got analyzed from outside NABL Accredited lab along-with the Invoice/ bill of every batch and analyzed outside report number.
- 5.5 The Miller shall mention the detail of Lot Number of each Lot on the Invoice/bill so that Lot wise sampling may be done at receiving end i.e. Hafed Oil Mills or other Hafed godowns.
- 5.6 On receipt of the Mustard Oil in Hafed Oil Mill, Narnaul / Rewari, four bottles 2-Liter of Kachchi Ghani Mustard Oil will be drawn by Lab Chemist as samples from each Lot in the presence of local level committee along-with the truck driver of party. Out of above four samples:
  - Sample-1 Sample will be sent to outside FSSAI / NABL approved labs i.e. NDDB Lab, Anand and Fare Lab Gurugram etc. for analysis according to Hafed specification,

Sample-2 Second sample will be kept by Hafed Oil Mill for in-house Lab testing,

Sample-3 Third sample will be referee sample and

Sample-4 Fourth sample will be given to the representative of the Miller/ Supplier.

In case, Miller is not satisfied with the result of outside lab report then only after written request of Miller within 3 days of receipt of outside lab report, referee sample will be sent to another FSSA|/NABL / Fare Lab approved labs and average of two closer labs results

will be taken as final and that will be acceptable to Millers and Hafed. The payment of four bottles taken as samples will be deducted from supplier account.

- 5.7 Miller shall ensure that only the stock conforming to the test report attached with the bill/ quality specifications is packed and dispatched from the milling unit to the specified delivery locations..
- 5.8 At the time of delivery at HAFED Oil Mill, Narnaul / Rewari, or any other centre of Hafed. The Miller shall send details of Lot Number of each lot along-with bill so that lot wise sampling may be done at receiving end. The physical inspection of the stock at receiving end shall also be conducted by local level committee headed by GM of the concerned plant.
- 5.9 The committee shall submit the test results to the authorized official of HAFED within 24 hrs from sampling. The test report shall specify the lot no., date of sampling and date of testing along with the test results.
- 5.10 In case the Mustard Oils stock does not meet out the minimum specified limit of the specified parameters as per the test reports got analyzed by Hafed from outside NABL and FSSAI Lab, the supplier will be bound to lift it back at his own cost.
- 5.11 The Miller shall be responsible for any deviation found in quality or quantity packing material leakage, damage or any kind of loss till the material is delivered at Hafed Oil Mills storage point.

# 6. Delivery process:

- 6.1 The Miller shall take all necessary steps to commence the packing, assaying, and dispatch of the tendered quantity at the approved rate and complete the delivery to the respective Hafed Oil Mills, as per the delivery schedule, latest by date mentioned in Award Letter
- 6.2 The successful Millers should take adequate precautions to prevent damage or deterioration to Mustard Oil during storage/transportation. Miller should also insure the stock during transit at his cost.
- 6.3 Consignment will be unloaded at the designated HAFED Oil Mill or any other centre during working hours i.e. between 9 am and 5 pm only. On arrival of the consignment the authorized official of HAFED will verify the documents and after confirming authenticity of the consignment directs the representative of the Miller to arrange for recording the net weight of the consignment on an electronic weighbridge before unloading. Number of cartons and bottles in the cartons shall be counted for each truck.
- 6.4 Miller shall carry the Award Letter given to it by the HAFED authorizing Miller, along with each truck of supply being affected.
- 6.5 Quantities supplied in excess of the quantity specified in the award letter, if any, will not be paid for and Miller will lift it back at his own cost.
- 6.6 Unloading expenses at the HAFED Oil Mill / Hafed Centre shall be paid by HAFED.
- 6.7 Upon successful delivery, the authorized official of HAFED will provide delivery confirmation report to the Miller. The delivery confirmation report will specify the date of delivery, name of Miller, lot number, number of bottles and net weight (supported by weigh bridge slips). The delivery confirmation report will be issued within 24 hours of acceptance of the stock by authorized official of HAFED.
- 6.8 Miller must update the details of daily dispatch progress on e-portal in the pre specified format attached as **Annexure-V**.
- 7. Penalty clauses:

- 7.1 The supplies will have to be made as per requirement of the Mills i.e. within 21 days of placement of Supply Order. In case of failure to do so, penalty @ 1% per week or part thereof shall be imposed subject to maximum of 5%, failing which HAFED will have the right to make purchases from any other sources at the risk and cost of the party. However, HAFED can extend the delivery period in case of any eventuality.
- 7.2 Stock delivered after due date of delivery will be liable for penalty @ Rs.500/- per MT per day for a period of 10 days post due date of delivery.
- 7.3 Default in supplies either wholly or partly, post extended delivery period of 10 days past due date, on account of quality or quantity or delay in supply will result in forfeiture of security deposit submitted by the Miller.
- 7.4 Stock rejection at HAFED Oil Mill/Hafed Complex by the authorized official of HAFED on account of failure of test report on quality parameter of Oil shall be liable for penalty of 1% of full invoice value of rejected lot. The stock rejected due to poor / bad quality of packing will be liable for a penalty of 0.1% of the full invoice value of the rejected lot.
- 7.5 In the event of stock is rejected at time of delivery, the Miller will replace the rejected supplies at its own cost within 5 working days. The replacement supplies will undergo assaying and if the same are found to be not conforming to specified quality parameters then such stocks will also be rejected. If the Miller fails to replace the rejected stock within 5 days, penalty of Rs. 50/MT per day will be charged from the Miller by HAFED for delayed delivery.
- 7.6 The firm will be responsible for complications arising, if any, after use of material by the consumers supplied by them. In the event of receipt of complaint from any Fair Price Shop/PDS Centre/ any other quarter concerned about the ineffectiveness of the product, Mill shall be informed. The company in turn shall take remedial measure to sort out the complaint. All the problems relating to efficacy of the product supplied will rest with the Mill from where it is produced even if the sample analysis of the product has been found satisfactory or conforming to the required specifications by any Lab. In case the complaint is made by any person in the Consumers Court or before any competent authority regarding ineffectiveness of the product, the responsibility to defend the case legally or otherwise shall be of the concerned mill that has produced the oil. The producing Mill will be liable to indemnify Hafed/Govt. for any loss caused to Hafed/Govt. on a/c of defective supply of Kachchi Ghani Mustard Oil and in such case Hafed will be at liberty to withhold the payment of such stocks for that quantity against which such complaint is received till the finalization of the complaint. Manufacturer will submit a Indemnity Bond on Stamp Paper as per prescribed format enclosed, duly attested by 1st class Magistrate in favour of "The Haryana State Cooperative Supply & Marketing Federation Limited, Corporate Office, Sector-5, Panchkula" before supply of the material to Hafed which is regarding assurance of quality/ efficacy of the material supplied by the Miller.

#### 8. Bid Submission:

- 8.1 The Millers shall submit the bids online through Haryana Government portal **https://etenders.hry.nic.in** as per the bidding schedule specified under key dates.
- 8.2 The Miller has to bid for outturn ratio (weight to weight % of Mustard Oil Miller shall deliver per unit of Mustard Seed provided by HAFED to the Miller).

- 8.3 The Miller shall submit bid taking into account the cost of transportation of Mustard Seed, milling charges, packaging charges, assaying charges, transportation charges upto delivery point, octroi, taxes, insurance and levies.
- 8.4 Loading charges of the Mustard Seed at warehouse and unloading charges of tendered quantity at HAFED Oil Mill shall be borne by HAFED.
- 8.5 The Miller shall be allowed to retain empty gunnies and the by-products (Mustard Cake) produced as result of milling of the Mustard Seed stock issued by HAFED under this contract.
- 8.6 HAFED reserves the right to accept or reject the bid / bids without assigning any reason thereof.
- 8.7 HAFED reserve the rights to give counter offer to the bidders.

#### 9. EMD and Security Deposit:

- 9.1 The Miller must deposit <u>2% EMD</u> considering the rate of Mustard Seed Rs.5,100/- per qtl. before participation in the bidding process. No interest shall be paid on EMD & Security deposit. The maximum 2% EMD has been fixed as Rs. 51,00,000/- (Qty. 5,000 MT X Rs. 5,100/- per qtl). In case bid quantity is less than 5,000 MT (minimum 1,000 MT and EMD of Rs. 10.20 Lakh) then EMD may be calculated and deposited accordingly. The EMD will be kept by HAFED upto the validity of the Bids i.e. upto <u>10 working days</u> from the date of e-tender.
- 9.2 The successful Bidder/Miller will also deposit 3% security with Hafed. Total security will be 5% including 2% EMD. EMD of the Successful Miller would be retained by HAFED and will be refunded after submission of Security Deposit by the Miller to HAFED. The successful Miller may opt to convert the EMD amount to required security deposit and submit additional security deposit of the balance amount.
- 9.3 The successful Miller will have to submit 5% Security Deposit (SD) considering the rate of Mustard Seed @ Rs.5,100/- per qtl. either in form of Bank Guarantee or Demand Draft from any nationalized bank or online through **NEFT/RTGS** to "Haryana State Cooperative Supply & Marketing Federation Limited". The security deposit must be submitted to HAFED branch in original within 05 working days of acceptance & approval of bid for the contract to the Miller. Failure to submit SD within the stipulated time may lead to cancellation of milling contract and forfeiture of EMD. In case of the same party succeed in the next e-auction, his security amount already deposited with the Hafed Oil Mills should be considered for the new tender subject to condition of successful supply of Mustard Oil of the previous tender & lifting of Mustard Seed.
- 9.4 The Miller may opt to adjust the paid EMD towards security deposit for the auction and pay remaining amount online and/or offline.
- 9.5 In the event of online submission of security deposit, Miller shall deposit requisite amount in the linked UAN account. The amount then can be transferred towards security deposit submission in the respective auction.
- 9.6 Upon satisfactory supply of the tendered items by the successful Miller within the stipulated time and remittance of penalty charges (if any) by the Miller to HAFED, the security deposit of the Millers will be returned (without any interest) preferably within 15 working days from date of submission of bills with relevant documents to the authorized official of HAFED.

#### **10.** Taxes applicable:

- 10.1 All the transactions under this contract shall be subject to applicable taxes/GST as per the governing laws.
- 10.2 The Mustard Oil supplied to HAFED under packaging and labeling requirements of the HAFED may be subject to applicable GST.

# 11. Bid Validity:

11.1 The winning bid will remain valid for 10 working days from the date of opening of financial bid.

# 12. Invoicing and payment:

- 12.1 Upon acceptance of bid by HAFED and award of contract to the successful Miller, HAFED will declare the rate at which Mustard Seed stock of HAFED shall be invoiced to the Miller against the supplies made under the contract.
- 12.2 HAFED shall raise invoice of Mustard Seed to the Miller at the time of stock lifting by the Miller. The sale of Mustard Seed to the Miller shall be subject to GST, as applicable.
- 12.3 Miller shall raise truck-wise invoice and e-way bill in favor of HAFED at time of dispatch of tendered quantity from its Milling Unit. The rate at which Miller shall invoice tendered quantity to the HAFED shall be based on the invoice rate of RM Seed as declared by HAFED and OTR bid of the Miller approved by HAFED. The sale of tendered quantity by the Miller to HAFED shall be subject to GST, as applicable.

# 13. Acceptance of terms and conditions:

- 13.1 By submitting the tender fees and/or EMD, the Miller confirms that the Miller has read and agrees to all the terms and conditions mentioned in the tender document available at HAFED Website along with all the corrigendum / addendum thereof.
- 13.2 The Bid of the Highest Bidder of online bidding will be declared as the Successful bidder, subject to necessary scrutiny within the validity period of bid. HAFED shall evaluate the bids after conclusion of financial bid e-auction and has the right for negotiations, to give counter offer or reject any bid/bids including the highest bid if found not competitive.
- 13.3 HAFED shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness In case of any technical problems, the e-tender will be rescheduled. The details of rescheduled will be uploaded on the web site <u>www.hafed.gov.in</u>.
- 13.4 The successful Miller shall submit a stamped and signed copy of this document in original along with the Security Deposit to the authorized official of HAFED.
- 13.5 The successful Miller must take print of the awarded letter and shall submit a stamped and signed copy of this document in original to HAFED.

# 14. Arbitration:

14.1 In case of any dispute the matter shall be referred to the Sole Arbitration of the MD, Hafed or his/her nominee, whose decision shall be conclusive and binding on both the parties.

# 15. Jurisdiction:

15.1 The jurisdiction will be the concerned court at Narnaul / Rewari.

# TECHNICAL BIDS

The Bidder/Miller found technically qualified will be eligible for opening of their Financial Bids. Therefore, it may ensure to submit all the documents required under Technical bids as detailed below.

Sr. No.	Particulars	Document to be uploaded online
1	Authority letter for signing all documents on behalf of the company/firm	
2	Copy of Manufacturing / Trading license	
3	Copy of FSSAI valid license no.	
4	Copy of the PAN Card	
5	Copy of the GST Registration certificate.	
6	Bank Solvency certificate	
7	Copy of cancelled cheque	
8.	Self attested certificate regarding from new Oil Millers for empanelment of at least two years work experience in the production of Kachchi Ghani Mustard Oil. The existing empanelled mills who have supplied mustard oil to Hafed in the past will be exempted from this experience clause. However, past empanelled mills who have not supplied mustard oil to Hafed are not exempted from the condition of experience of two years.	
9.	Self attested certificate for empanelment regarding minimum crushing capacity of 30 MT per day	
10	Minimum annual turnover of Rs. 25 Crore at least for the last two years.	
11	Certificate regarding acceptance of all the terms and conditions as mentioned in the tender document.	
12	Self-declaration for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India	
13	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	
14.	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.	
15.	Format as given placed below at <b>Annexure-IA &amp; IB)</b> to be filled up by all the bidders/Millers and uploaded	

# Annexure-IA

1. Name of the processor		
<b>2.</b> Firm type (Sole Prop/ Partnership / Firm/company / Cooperative)		
3. Registered office		
4 Telephone No. (s)		
5 Fax No(s)& E-mail id (s)		
6. Name of proprietor/partner/director		
7. CIN No.		
8. PAN No.		
9. GST registration number		
10.Year of Establishment		
11.Annual Milling/Supplying Capacity		
<ul> <li>12. Attach supporting documents such as:</li> <li>(i) Firm/company Brochure, Audited Balance Sheets of last three years, ISO or other accreditation certificates (if any), Registration certificates with various tax authorities or Government departments, etc.</li> </ul>	Attached	Not attached
(viii) Last 2 years audited Balance sheets or Profit-Loss Statement	Attached	Not attached
(x) Self-attested IT return for financial year (Last three year)	Attached	Not attached
(xi) GST registration certificate	Attached	Not attached
(xii) PAN Card copy	Attached	Not attached
(xii) Factory license for processing & stocking	Attached	Not attached
(xiii) FSSAI license for processing unit	Attached	Not attached
(xv) The address proof of the authorized signatory, namely, Telephone bill/copy of pass port / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.	Attached	Not attached
(xvii) Acceptance of all terms & conditions specified in Empanelment	Attached	Not attached
14. Any other document, as asked for in the Empanelment.		

# FORMAT (TO BE FILLED UP) BY ALL THE BIDDERS/MILLERS AND UPLOADED IN THE ABOVE TECHNICAL BID DULY SIGNED

Production unit details	Plant 1	Plant 2	Plant 3
Location			
District			
State			
Capacity in TPD			
Commercial Operation Date			
Contact person			
Telephone			
Email ID			
FSSAI registration No.			

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

Particulars	The Out Turn Ratio (OTR) in %age be quoted considering minimum quantity for 5,000 MTs.
Offered Out Turn Ratio (OTR) in	
%age (upto two decimal point) for	
supply of fortified Kachchi Ghani	
Mustard Oil packed in 2 Ltr. bottles	
packed in Corrugated boxes against	
one qtl. of Mustard Seed, F.O.R. at	
Hafed Oil Mills Rewari & Narnaul	
and Hafed godowns at Taraori and	
Hisar for six months.	

Note:- The above submission of Financial Bid for quoting Out Turn Ratio (OTR) based on 5,000 MT Mustard Seed is only indicative and only for OTR determination and does not guarantee any award of work for any particular quantity of mustard seed.

# Specifications for Hafed Kachchi Ghani Mustard Oil (fortified with Vitamin A & D as per FSSAI norms and 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	lodine 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 flavour	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

# Specifications of 2 ltr. PET Bottles:

Sr. No.	Particular	Measurement		
1	Empty bottle of 2 liter oil	52gm <u>+</u> 3%		
2	Сар	36mm (5.4 gm) <u>+</u> 3%		

# Specifications of Corrugated box for packing of 2 liter PET bottles

Sr. No.	Particular	Measurement		
1	Length	356mm <u>+</u> 5%		
2	Width	349mm <u>+</u> 5%		
3	Height	299mm <u>+</u> 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 <u>+</u> 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.

#### Annexure-IV

Affidavit by the successful Bidders / Millers for supply of Kachchi Ghani Mustard Oil fortifited with vitamin A&D packed in 2 litre bottles on F.O.R. basis to HAFED against Mustard Seed as per specifications.

(On Rs. 500 Stamp paper, duly signed and notarized by the authorized signatory of the Miller)

#### <u>AFFIDAVIT</u>

I, <name of the authorized signatory>, <designation of authorized signatory>, on behalf of M/s <name of the firm>, hereby declare that

- M/s <name of the firm> has been awarded contract for milling and supply of Kachchi Ghani Mustard Oil fortified with Vitamin A & D to HAFED vide auction ID
   <\_\_\_\_\_>.
- 2. The oil supplied to HAFED shall be processed in the milling facility of the firm located at <address of the milling unit>.
- 3. We have read and understood the terms & conditions for supply to HAFED and accept the same unconditionally. A signed copy of the contract note and award letter is enclosed as token of acceptance of the same.
- 4. We are not blacklisted by any Central / State Government Institution or any Cooperative Agency of Center / State.

For <name of the firm>

Date:

Place:

Authorized signatory (sign and stamp)

Mobile No. e.mail ID:

Complete address of the-Mill premises

# Annexure-V

# FORMAT OF STOCK REGISTERED

Referred to Clause 2.5, the successful Miller must maintain a stock register in the format given below:

	STOCK REGISTER OF M/s (name of the Miller)							
		Mustard Seed		Kachchi Ghani Mustard Oil				
S N	Date	Opening Stock (MT)	Stock sent to Mill (MT)	Closing Stock (MT)	Opening Stock (MT)	Mustard Oil Produced (MT)	Mustard Oil sold / dispatched (MT)	Closing Stock (MT)
1								
2								
3								
4								