



**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA
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E-TENDER

EMPANELMENT OF PRIVATE FLOUR MILLS FOR PRODUCTION OF FORTIFIED WHOLE WHEAT FLOUR FOR AMBALA DISTRICT (HARYANA).

Hafed invites E-Tenders from the reputed Flour Millers of Ambala District and nearby areas for Empanelment for processing of approximately 1500 MT wheat per month to get Fortified Whole Wheat Flour with multiple micronutrients as per FSSAI norms for twelve months as per the requirement for Barara & Naraingarh blocks of Ambala District (Haryana). The tender document containing details of terms & conditions and specifications, etc. are available on portal <https://haryanaeprocurement.gov.in> and at Hafed's Website www.hafed.gov.in. The tender document can be downloaded on deposit of Rs. 1000/- (non-refundable) as tender fee and e-service fee of Rs.1000/- (non-refundable). The tender document must be accompanied with the EMD of Rs.2.00 Lakh. The tender document and the EMD must be remitted on or before 30.01.2018 upto 5:00 PM. The date of bid submission is from 15.01.18 at 5.00 PM to 31.01.2018 upto 5:00 PM through e-Tender portal. All the bidders are required to get registered on the e-tendering portal and obtain a Digital Signature from M/s Nextenders (India) Pvt. Ltd, Panchkula. The technical bid will be opened at 11:00 AM and financial bid at 2:30 PM on 01.02.2018 at Hafed Corporate Office, Sector -5 Panchkula.

**Managing Director
Hafed, Panchkula.**

TENDER FORM

The Bidders can submit their tender documents online as per the dates below mentioned key dates:-

SN	Particulars	Remarks
1	On line submission of EMD, Tender Fee & E-service Fee.	Upto 5:00 PM on 30-01-2018
2	On line Bid submission.	Upto 5:00 PM on 31-01-2018
3	Venue of opening of Tenders (Technical and Financial Bids).	Hafed Corporate Office, Sector -5 Panchkula.
4	Manual submission of additional/ supporting documents only.	Upto 10:00 AM on 01-02-2018
5	Date and Time of opening of Technical Bids.	At 11:00 AM on 01-02-2018
6	Date and Time of opening of Financial Bids of valid Bidders	At 2:30 PM on 01-02 --2018

TERMS AND CONDITIONS FOR E-TENDERING:-

This is a two bid e-tender to be submitted through online e-tendering, which can be Downloaded from Hafed's website www.hafed.gov.in and <https://haryanaeprocurement.gov.in>. The technical as well as financial bid is to be submitted online on the web portal <https://haryanaeprocurement.gov.in>.

1. Intended bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. They will be required to make online payment of EMD fee with in specified period. If the bidders fails to pay EMD within the stipulated time frame, such bidders shall not be allowed to submit his/her bids for the tenders.
2. The interested bidders shall have to pay mandatorily e-service fee (Non refundable) of Rs.1000/- (One Thousand Only) document fee (Non refundable) and Rs.1000/- (Five 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.

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 formalities 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 FOR BIDDER ON ELECTRONIC TENDERING SYSTEM

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

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the E-tendering process online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. 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 party/bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Govt. of India.
- 2.2** A Digital Certificate is issued after 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://haryanaeprocurement.gov.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 all the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,

SCO-09, IInd Floor,

Sector-16,

Panchkula-134108

E-mail: Chandigarh@nextenders.com

Help Desk: 0172-2582008-09, 2618292 &1800-180-2097 (Toll Free)

- 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, 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.

Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the home page of the e-tendering portal <https://haryanaeprocurement.gov.in> and Hafed's website www.hafed.gov.in

3. **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 Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website [-http://haryanaeprocurement.gov.in](http://haryanaeprocurement.gov.in). and Hafed's website www.hafed.gov.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 <https://haryanaeprocurement.gov.in> and Hafed's website www.hafed.gov.in.

5. **Download of Tender Documents:**

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

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. PREPARATION & SUBMISSION OF ONLINE APPLICATIONS/BIDS:

Detailed tender document may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in> and Hafed's website www.hafed.gov.in and tender mandatorily be submitted online following the instruction appearing on the screen.

Scan copy of Document to be 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.

9. Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually.

NOTE:-

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://haryanaeprocurement.gov.in>.

For any help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in> and click on the available link 'How to...?' to download the file.

In the first instance, the online payment details of tender document fee + e-Service and EMD & Technical Envelope shall be opened. Henceforth, financial bid quoted against each of the item by the shortlisted bidder/party/Agency wherever required shall be opened online in the presence of such parties/bidders/Agency who either themselves or through their representatives choose to be present.

Guidelines for Online Payments at e-Procurement Portal of Hafed 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 & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

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. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) 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. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT/OTC

The bidder shall have the option to make the EMD payment via RTGS/ NEFT/OTC. 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 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- I. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)

- Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net banking banks

- | | |
|------------------------------------|-------------------------------|
| 1. Allahabad Bank | 2. Axis Bank |
| 3. Bank of Bahrain and Kuwait | 4. Bank of Baroda |
| 5. Bank of India | 6. Bank of Maharashtra |
| 7. Canara Bank | 8. City Union Bank |
| 9. Central Bank of India | 10. Catholic Syrian Bank |
| 11. Yes Bank | 12. Deutsche Bank |
| 13. Development Credit Bank | 14. Dhanlaxmi Bank |
| 15. Federal Bank | 16. HDFC Bank |
| 17. ICICI Bank | 18. IDBI Bank |
| 19. Indian Bank | 20. Indian Overseas Bank |
| 21. Indusind Bank | 22. ING Vysya Bank |
| 23. J and K Bank | 24. Karnataka Bank |
| 25. Kotak Mahindra Bank | 26. Karur Vysys Bank |
| 27. Punjab National Bank | 28. Oriental Bank of Commerce |
| 29. South Indian Bank | 30. Standard Chartered Bank |
| 31. State Bank of Bikaner & Jaipur | 32. State Bank of Hyderabad |
| 33. State Bank of India | 34. State Bank of Mysore |
| 35. State Bank of Travencore | 36. State Bank Of Patiala |
| 37. Tamilnad Mercantile Bank | 38. Union Bank of India |
| 39. United Bank of India | 40. Vijaya Bank |

TERMS AND CONDITIONS OF THE CONTRACT

1. SCOPE OF WORK:

The major scope of work covers the following activities:

- a) The miller will receive the Wheat at Mill premises from Food and Civil Supplies Department and will have to give delivery of Fortified Whole Wheat Flour Ex-Mill from Mill premises to the Food and Civil Supplies Department.
- b) Unloading of wheat bags from the trucks/vehicles, shifting of Wheat from Godown of Mill to Processing/Production Halls. Cleaning and grinding of Wheat.
- e) Fortification of whole wheat Flour with specified micronutrients (vitamins and minerals) as per FSSAI norms. (Annexure-A)
- f) Testing of quality of Fortified Whole Wheat Flour, as per given specifications and Parameters.
- g) Appropriate and scientific storage of wheat stocks, micronutrient premix, packing material and fortified whole wheat Flour at the mill.
- h) Packing of fortified whole wheat Flour in 20, 10 and 5 kg bags made with material as per packing guidelines and parameters. These bags shall be further packed in master bags.
- i) Printing on bags as per given design/format.
- j) Loading of fortified whole wheat Flour in to the trucks at Flour Mill.
- k) The quality of cleaning, milling, fortification packing etc. should be such that the shelf life of Fortified Whole Wheat Flour (FWWF) supplied by the bidder is atleast 45 days. Miller is required to guarantee 45 days shelf life stability and it shall be submitted in the form of self attested certificate for FWWF produced by the miller.
- l) Any other work not mentioned above 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.

2. DEFINITIONS

- a) The Contract is between Hafed and the Flour Miller to execute & complete the Processing of the Fortified Whole Wheat Flour /FWWF as per agreed terms and Specifications. This includes all attachments and annexures.
- b) The Miller means an individual/firm/registered company etc. who's Bid to process the Wheat and supply Fortified Whole Wheat Flour as per Specifications specified in the tender document (Annexure-A).
- c) The Bidder shall submitted Technical bid, Financial bid and other required documents.
- d) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract and is the price payable to the Miller for full and proper performance of its contractual obligations.
- e) FWWF means Fortified Whole Wheat Flour.
- f) PDS means Public Distribution System Scheme.
- g) Specification means the Specifications for Processing included in the contract and any modification or addition made or approved by Hafed.
- h) Effective date of contract shall be the date of receipt of intimation of award by the successful bidder.

3. HAFED's DECISIONS AND INSTRUCTIONS

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

4. DELEGATION

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

5. SUB-CONTRACTING

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

6. STANDARDS

The Fortified Wheat Flour produced under this Contract shall conform to the standards mentioned in the Technical Specifications (Annexure-A), and, when no applicable standard is mentioned, to the authorities' standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned authorities/ institution.

7. FLOUR MILLER's RISK

All risks of loss of or damage to health, property, personal injury or death which may arise during and in consequence of the performance of the contract or any commercial risks other than the excepted risks which are the specified responsibility of the Miller.

The Miller shall be liable for forfeiture of its security, liquidated damages, termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of conditions defined as expected risks.

8. SCHEDULING

- a) The wheat in 50 kg. bags will be supplied to the Miller by Food & Civil Supplies Department in the mill premises on weekly basis as per the monthly requirement of fortified Flour. Miller will acknowledge the receipt of Wheat and will give a certificate acceptance of quality and quantity of Wheat stocks.
- b) Release Order for Wheat stocks for next week shall only be issued after satisfactory manufacturing of Flour from the previous Release Order.
- c) The delivery schedule will be provided in the work order after getting the schedule from Food and Civil Supplies Department. The quantities are tentative. Hafed may change the same for administrative convenience, if required.

9. CHANGE ORDERS

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

10. QUALITY CONTROL AND INSPECTION

In view of the short shelf life of FWWF and urgency to supply required quantity at two blocks of Ambala districts, the following method of quality assurance will be followed:

- 10.1 The miller must, at all times, ensure that the FWWF being supplied shall always conform to the quality standard approved or prescribed by FSSAI. Strict compliance with these quality standards is mandatory and any deviations shall not be permitted under any circumstances. It will be responsibility of the Miller to ensure that proper and correct dosage of nutrients are mixed strictly as per norms provided to him. Any deviation shall result in severe action/criminal proceedings against the Miller as per law.
- 10.2 To ensure successful implementation of Food Fortification for PDS, a joint committee consisting of DFSC, Ambala, DM, Hafed, Ambala, Distt. Head of Food and Drug Administration, National Health Mission or their representative and representative of DC Ambala will inspect the wheat after it is stacked and stored in the Mill premises.
- 10.3 Sampling of Premix, Packing Material and Fortified Whole Wheat Flour will be done by a Joint Committee consisting of DFSC, Ambala, DM, Hafed, District Head of Food and Drug Administration and National Health Mission or their representative, and representative of DC Ambala and any other consultant/expert may be associated with the committee.
- Testing of the samples of Micronutrients (Premix), Packing Material and Fortified Whole Wheat Flour will be done strictly as per the BIS Standards, FSSAI norms and FDA guidelines from the reputed FSSAI approved NABL Accredited Laboratories as decided by the above committee.
- 10.4 To ensure the quality of a batch of FWWF produced by the miller, a random sample will be drawn by the Joint Committee or their representative from each batch of approximately 100 MT of FWWF and it will be sent for quality analysis/ testing to the laboratory authorized by the Food and Drugs Administration / reputed FSSAI approved NABL Accredited Laboratories.
- 10.5 Once result of the sample given to the authorized laboratory confirms that the FWWF quality offered by the miller in a batch is as per the specifications given in this tender document, the batch quantity will be accepted. Any deviation from specifications shall not be allowed. Hafed shall also be entitled to initiate any other action as deemed appropriate of the contract for the quantity of FWWF not supplied as per the prescribed quality specifications and time limit. The charges for sample testing will be borne by the Miller.
- 10.6 Hafed also reserves the right to collect the random samples (through a joint committee) of FWWF from miller's premises/Godown Centers/warehouse(s) and get the same tested at the laboratory authorized by the Food and Drugs Administration / Govt. of India Approved).

- 10.7 Undertaking deterioration in quality or non-conformance to the approved specifications of the FWWF will result in non-payment of bills or even initiating actions against the miller as per the contract conditions besides forfeiture of the security amount, getting the work done on his risk and cost and black listing the said party as well as initiating legal course of action against the Miller
- 10.8 Miller is responsible for quality and quantity of packed bags for all times to come.

11. **INSURANCE**

The Flour Miller shall provide insurance cover from the Start Date to the end of Contract Period, in the amounts and deductibles as decided by the Hafed.

- a) Loss/theft or damage to the wheat or Flour during Storage cum processing insurance policy of the value of goods shall be taken.
- b) Loss or damages due to any claims in connection with the Contracts.
- c) Loss due to any Personal injury or death to the employees/worker/labour of the Flour miller.

12. **PACKING, MARKING, LABELS**

- 12.1 Packing must be in accordance with the Technical Specifications as mentioned in at Annexure-D 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 and storage. Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination during transport and storage under adverse climatic conditions.
- 12.2 Packing and labeling shall conform with all applicable laws and regulatory requirements and to other provisions set out in this bid Document.
To ensure the quality of packing material in which the FWWF is to be packed by the miller, a random sample will be drawn by the Joint 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 / Govt. of India Approved).
- 12.3 Failure on the part of the Miller to meet with the packing and labeling requirements (Annexure-A)shall entitle the Hafed to reject the goods. In the event that the failure is a continuing failure that is not rectified by the Miller within 15 days of the failure being notified by the Hafed, the Hafed shall be entitled to terminate the contract and also to make financial and other claims against the Miller as may be warranted. The Hafed will not be liable to make any payment to the Miller for any goods that have been rejected or for any other claims that the Miller may make for damages or otherwise following the termination of the Contract.

13. **TAXES AND DUTIES**

The rates quoted by the Miller shall be inclusive of prevailing Govt. duties and taxes, (if any) and other duties and taxes leveled by the State from time to time.

The Miller shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government /Hafed authorities in connection with the supply of the Goods.

14. **PROCEDURE FOR PROCESSING AND SUPPLY OF FORTIFIED FLOUR**

- a) The wheat in 50 kg. bags will be supplied to the Millers by Food & Civil Supplies Department in the mill premises on the weekly basis as per the monthly requirement of fortified Flour.

While delivering the wheat to the miller the Food department will give a report to the miller which will clearly specify the type of bags used for packing of wheat i.e. the Jute bags or HDPE bags. The empty bags will be the property of the miller.

The Miller shall submit the receipt of acceptance of quality and quantity of the wheat received on daily basis to the concerned officer/official of Hafed.

- b) Proper record of processing of wheat is to be maintained and daily report of wheat stocks lifted, processed and packed will be submitted by the Miller.
- c) Choker shall be a part of the final product and shall not be extracted/separated by the Miller.
- d) Other Bye products arising out of the manufacturing of Flour shall be the property of the Miller, and any tax liability on it shall be borne by the Miller. **Miller will supply Fortified Wheat Flour @ 100 %(including Choker) of the total Wheat supplied i.e. the miller will supply 100 Kg of FWWF against 100 Kg of wheat supplied.**
- e) The bidder/miller should buy required type and quantity of Vitamins & Minerals Pre-mix as specified in this tender from the reputed manufacturer having following criteria:
 - i) Vitamins & Minerals Pre-mix manufacturer should have minimum two years manufacturing experience,
 - ii) Manufacturer should have valid Food and Drug License Number and 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 such these institutions.
- f) Transport arrangement of wheat and fortified Flour shall be made by Food, Civil Supplies and Consumer Affairs Department, Govt. of Haryana.
- g) The price shall be inclusive of all applicable relevant expenses like unloading of wheat at mill, cleaning & grinding charge of wheat, cost of premix and process of fortification using vitamins and minerals as per technical specification, packing material as per specification, packing charges, storage at mill, loading of FWWF at mill inclusive of all Govt. duties and taxes as applicable, public liability insurance and all other incidental expenses.
- h) For better mixing of premix while preparing **FWWF**, miller is expected to use microdoser and then process the **FWWF** through Entolator to ensure good shelf-life.

15. Delivery:

The monthly order quantity of the FORTIFIED WHEAT FLOUR, as per the quality and packing specifications, should be made ready for supply within 10 working days from the date of the receipt of the quantity of wheat from Food Department. The overall period required for the preparation of required monthly quantity of fortified Flour should not exceed **15** working days. As soon as the required FWWF is ready, it is to be communicated in writing to Hafed.

16. LATE DELIVERY:

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

17. **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/miller has **diverted the wheat** provided for preparation of **FWWF legal actions** under the Essential Commodity Act or any other law in force shall be initiated against the Miller.

18. **SECURITY:**

- i) Miller shall have to deposit a security amount of Rs.10 lakh including EMD in the shape of DD in favour of The Haryana State Cooperative Supply & Marketing Federation Limited.
 - ii) In addition, one Post Dated Cheque of Rs.50 lakh shall be submitted by the Miller to Hafed.
 - iii) Surety from two reputed Arthias shall be provided by the Miller.
- In the event of failure to adhere to the terms & conditions by the Miller or any other loss caused to Hafed shall amount to forfeiture of security amount and realisation of losses by producing Post Dated Cheque besides recovering the losses as per laws & ligation.

19. **PAYMENT TERMS:**

The Miller will submit bills to Hafed DO, Ambala accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted as given below and upon fulfillment of other obligations stipulated in the contract.

All payments to the miller(s) shall be made by Hafed as per the following procedure;

- Approved processing charges shall be paid to the Miller within fifteen (15) days from the date of submission of bills along with required documents to the District Office, Hafed, Ambala. The receipt of the FWWF confirmed by documentary evidence signed by the DFSC that the Goods have been received in full quantity and in good conditions.
- Payments to the miller will be made for the monthly quantity delivered and accepted and shall be released against submission of following documents;
 - o Batch wise Original Invoice.
 - o **Quantity reconciliation statement for Wheat, FWWF certified by Hafed and Food Civil Supply Department.**
 - o Quality Test Certificate issued by authorized laboratory batch wise confirmation of quality of the concerned batches of supply (Original)

 - o Any other document required by Food, Civil Supplies and Consumer Affairs Department, Govt. of Haryana/Hafed
 - o All payments shall be made through RTGS only.

20. LABOUR

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

21. COMPLIANCE WITH LABOUR REGULATION

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

22. LIQUIDATED DAMAGES

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

23. TITLE AND RISK

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

24. FORE CLOSURE

The Hafed reserves the right to foreclose the contract without assigning any reason. In such case the miller will not be entitled to any compensation for non-supply or loss profit or any incidental costs of any kind. Payment shall be made only for supply made and accepted by Hafed up to the date of effect of this procedure.

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.

26. ARBITRATION

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

TECHNICAL SPECIFICATIONS**TECHNICAL SPECIFICATION OF FORTIFIED WHEAT FLOUR:****1. Product Specification and Processing instructions:**

- 1) **FWWF** should be made by processing whole wheat and free from dirt, filth, filling and added colouring matter. It should conform to the standards for whole wheat flour, specified by FSSAI –

Particulars	Range
(a) Moisture -	Not more than 14.0 percent (when determined by heating at 130-133°C for 2 hours).
(b) Total ash	Not more than 2.0 per cent (on dry weight basis)
(c) Ash insoluble in dilute HCL	Not more than 0.15 per cent (on dry weight basis)
(d) Crude fibre	Not more than 2.5 per cent (on dry weight basis)
(d) Gluten (on dry weight basis)	Not less than 6.0 per cent
(e) Alcoholic acidity (with 90 per cent alcohol) expressed as H ₂ SO ₄ (on dry weight basis)	Not more than 0.18 per cent at the time of production

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

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

One Kg FWWF contains:

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

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

- 3) Vitamins and minerals used in the manufacture and supply of FWWF should be from 100% vegetarian source. The minimum shelf life of the finished product (**FWWF**) should be 45 days from the date of production. The **FWWF** must be produced in accordance with relevant Good Manufacturing Practices (GMP) Standards.
- 4) 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 **FWWF**.
- 5) As per the provisions of FSSAI (regulation 2011), each bag of FWWF should have the list and quantities of added micronutrients on the label.
- 6) It shall have a good smell.
- 7) Vitamins and Minerals used in the manufacture and supply of product have to be 100% vegetarian. The minimum shelf life of the finished product should be 45 days from the date of manufacture. The FWWF must be manufactured in accordance with relevant Good Manufacturing Practices (GMP) Standards.

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.
 - i. The ingredients shall comply with all relevant National food laws and standards, if applicable.
 - ii. The ingredients must be stored under dry, ventilated and hygienic conditions.
- b) The production process shall be in accordance with the Code of Sound 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 FWWF shall be manufactured using the following processing method
 - i. Cleaning of Wheat by Separator, de-stoner, scourer, aspiration and magnetic system etc.
 - ii. Milling Process: Grinding of clean Wheat and milled into fine flour/course flour (as per requirement) by using modern technology
 - iii. Micronutrient fortification: The milled whole wheat flour is homogeneously mixed with the vitamin/mineral premix (as per the given specifications) using microdoser and then processed through the entolator.
- e) Bidder is required to submit details of the premix manufacturers and quality reports of premix from ISO/ NABL Certified/ Govt./ 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 **FWWF** after processing the whole wheat flour, with the proposed

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) **Grain received from Food, Civil Department.**
- (b) Wheat Incoming - Outgoing Register for Fortified Flour
- (c) Premix Incoming - Usage Register
- (d) Fortified Flour Dispatch Register
- (e) Fortified Flour Incoming - Outgoing Register
- (f) Quantity of fortified Flour returned from Godown to Mill - Incoming Outgoing register, Quality Testing of Fortified Flour eg,—moisture, qualitative, semi-quantitative, and sieve analysis tests.

4. PACKING:

- i) The bag size of FWWF should be 20,10 & 5 kg weight for PDS schemes as per requirement of Food, Civil Department.
- ii) FWWF should be packed in an laminated HDPE /PP woven sack bag, which would make further distribution to the project level easy and simple. All packing shall be food grade material appropriate for the packing of Fortified Wheat Flour.
- iii) All packaging must be properly sealed and shall be machine-stitch.
- iv) The required packing and labeling standards should meet the Standard Packaging Act.
- v) The bag of FWWF shall bear label as prescribed by giving technical specifications (Shelf life of the product, Nutritive value of the product, Micronutrients added as fortificants, batch no. etc.). The date of packing and the date of expiry should be clearly written and marked as:

"FOR PDS SCHEME HARYANA GOVT. ONLY. NOT FOR SALE IN OPEN MARKET"

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

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

PACKING:

- a) The composition of the content with levels.
- b) Distributor's/Miller's name and address
- c) Manufacturer's name and address
- d) Date of Manufacture/ Packing Date

- e) Batch No.
- f) Warnings, if applicable
- g) Storage instructions
- h) Net Weight
- i) Best before 45 days
- j) The wording "Fortified whole wheat Flour 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.
- k) Any other requirement under FSSAI Rules and applicable packaging act.
- l) Any other particulars as required under the existing rules/orders or as may be communicated subsequently.
- m) Label claim for fortification should read as:

6. SAMPLING PROCEDURE TO GET REPRESENTATIVE SAMPLE OF FORTIFIED WHOLE WHEAT FLOUR 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 50 MT quantity in bags of specified bag size each**, offering **FWWF** for supply under the contract. Stock shall be divided into group of bags to get the sample bags. The sample shall be taken from different parts of bag (for example top, middle and bottom layers) by means of a sack / bag sampler (parkhi) from the number of bags selected. Thus, approximately 2.5Kg to 3.0Kg quantity of **FWWF** should be collected to get the representative sample of **FWWF** having approximate weight of 500 Grams by "sample divider" or "coning and quartering method" for quality checking and keeping the sample for reference in the presence of representative of the miller.

7. Testing Method:

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

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

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

The specification of bags and Master Bags:

SN	Packing	Size of PP Bag	Weight	Size of Master bag	Weight of Master Bag	IS standard of material to be used
1.	5 kg. PP Bags	17" * 12"	30 gm	24" * 44"	80 gm	IS 9733/2003
2.	10 kg. PP Bags	22" * 15"	45 gm	24" * 44"	80 gm	IS 9733/2003
3.	20 kg. PP Bags	28" * 19"	65 gm	NA	NA	IS 9733/2003

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

Technical Bid

SN	Particulars	Detail
	Particulars of Bidder's	
1.	organization	
	a. If proprietorship	Name of the Proprietor with address, phone/ email no.
	b. If Partnership firm	Name of all the Partners with their address, phone/fax/email nos. is partnership deep registered Yes/No If yes, Date of registration and name of registering authority(copy of same to be enclosed)
	c. If Ltd., Company under Indian Companies Act etc.	Please state Organization detail: Pvt. Ltd/Ltd Registered Name & Office Address,
2	The original bid document duly signed and stamped on each page as an accepted of terms and conditions of the tender	
3	Tender Document Fee(TDF)	Detail of Online Fee deposited.
4	EMD	Detail of Online Earnest Money deposited.
5	Power of Attorney/Letter of Authorization of the Signatory of the bid document duly notarize if necessary.	
6	Name & Location of Production unit/s, year of establishment Production capacity.	
7	Self certified copy of valid manufacturing license issued by the regulatory authority,	
8	Copy of the certificate issued by chartered engineer or appropriate authority indicating that installed manufacturing capacity is at least 50 MT per day for the production of WHEAT FLOUR.	
9	Self certified copy of registration to establish that manufacturer's manufacturing establishment is in operation since last three completed financial years.	

10	Self certified copies of work orders or proofs for manufacturing and supply of FWWF to prove that manufacturer has minimum six months experience of FORTIFIED WHEAT FLOUR	
11	Copies of Balance Sheets/ Profit & Loss Accounts for the latest one completed financial year certified by a chartered accountant.	
12	PAN No	
13	GST NO	
14	Self-certification of 45 days shelf life stability of FWWF, and other documentation identifying formulation of all ingredients (premix etc.) used in the milling and processing of FWWF.	
15	Company Profile or details of premix manufacturer	
16	The bidder will submit the self certificate declaring that he has not been debarred or blacklisted from any state/central authority till the due date of submission of bid.	

ANNEXURE-C

FINANCIAL BID

Name and complete address of the Miller

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.....
.....

I/We hereby agree to quote milling/grinding charges of wheat, Fortification of wheat flour, complete processing operations, inclusive of unloading of Wheat in the Mill, Storage, Packing of FWWF and loading ex-mill as per the tender documents @ Rs. _____per quintal of wheat inclusive of all taxes.

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

Place:.....

Date:.....

Signature of the Miller,

Name _____

Designation _____

Address: _____

Phone/Mobile No._____

E-Mail:_____