

Request for Proposal (RFP)

e-TENDER FOR ENGAGEMENT OF THE BIDDERS/FIRMS FOR SUPPLY OF FORTIFIED MUSTRAD OIL WITHIN THE STATE OF HARYANA FOR PDS SUPPLY AGAINST MUSTARD SEEDS

Tender No. 2025 -07-001

Haryana Agro Industries Corporation Limited HAICL, Panchkula, Haryana

CIN No. U51219HR1967SGC041080 Registered office: Bays No.15-20, Sector-4 Panchkula- 13 4112, Haryana. EPABX: 0172-2561317, 2560920 FAX: 0172-2561310, 2561313 Website: www.haic.co.in Email: haicpkl@gmail.com

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1. Disclaimer

- A. The information contained in this Terms of Reference document (the "TOR") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Haryana Agro Industries Corporation Limited. (HAICL), Government of Haryana, or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TOR and such other terms and conditions subject to which such information is provided.
- B. This TOR is not an agreement and is neither an offer nor invitation by HAICL to the prospective Bidders or any other person. The purpose of this TOR is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this TOR ("the Proposal").
- C. This TOR is not an agreement and is neither an offer nor invitation by HAICL to the prospective Bidders or This TOR includes statements, which reflect various assumptions and assessments arrived at by the HAICL in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TOR may not be appropriate for all persons, and it is not possible for the HAICL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TOR. The assumptions, assessments, statements and information contained in this TOR may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TOR and obtain independent advice from appropriate sources. Information provided in this TOR to the Bidder(s) is on a wide range of matters, some of which depends upon

interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HAICL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. HAICL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TOR or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this TOR or arising in any way in this Bid Stage. HAICL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TOR. HAICL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TOR. The issue of this TOR does not imply that HAICL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be for the Assignment and HAICL reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

- D. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HAICL or any other costs incurred in connection with or relating to its Proposal.
- E. HAICL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

2. Detailed Notice Inviting Tenders

- A. The payment for Tender Document Fee and e-Service Fee shall be made by eligible 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 centralized e-Procurement portal of GOH (Govt. of Haryana) and also mentioned under the Tender Document.
- B. Intending bidders will be mandatorily required to online sign-up (create a user account) on the website https://etenders.hry.nic.in to be eligible to participate in the e-Tender. The bidders will be required to make online payment of Rs. 5,00,000/- towards EMD on or before the Bid Due Date in due course of time from 09.07.2025 to 24.07.2025 till 5 p.m. The intended bidder who fails to deposit EMD within the stipulated time frame shall not be allowed to submit its bids for the respective event/Tender.
- C. The interested bidders must remit the funds of EMD at least T+1 working day (transaction + One working Day) in advance i.e., on or before 23.07.2025; and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder 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.
- D. The Payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
- E. The interested bidders must remit the funds at least T+1 working day (Transaction + One working 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.

3. Key Dates

The bidders can submit their tender documents in two bid sealed envelopes as per the dates mentioned below:

S. No.	Particulars	Details			
1.	Document Reference Number	2025 -07-001			
2.	(i) Downloading of Tender Document/ Online bid Preparation	09.07.2025 to 24.07.2025 till 11.00 a.m.			
	(ii) Online tender Document Fee & E-Service				
	Fees of Rs.2,000 + 1,000/- = Rs.3,000/- (Rs.				
	Three thousand only)				
	(iii) EMD of Rs.5,00,000/- (Rs. Five Lakh Only).	09.07.2025 to 24.07.2025 till 05.00 p.m.			
3.	Last date of submission of queries via email at	17.07.2025 up to 5:00 PM			
	haicpkl@gmail.com				
4.	Submission of technical and financial bid	09.07.2025 to 24.07.2025 till 11:00 am			
5.	Date of opening of technical bid	24.07.2025 at 12.00 P.M			
6.	Manual submission of only additional documents, if	24.07.2025 by 5.00 p.m. or till the process is			
	required.	complete, whichever is earlier			
7.	Date of opening of Financial Bid	As per availability of competent authority			
8.	HAICL contact details	Haryana Agro Industries Corporation			
		Limited, Bays No. 15-20, Sector 4,			
		Panchkula, Haryana 134112			
		Email- haicpkl@gmail.com			
		Tel- 0172- 2561305			
Note: ·	Note: - In case a Central/ State Holiday is declared on any day, the event will be held on the next working				
	day at the same time and same venue.				

Important Note:

- A. The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder fails 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.
- B. Bidder must confirm & check his/her application/bid status after completion of his/her all activities for e-bidding.
- C. Applicant/bidder can re-work on his/her bids even after completion of "application/bid preparation and submission stage" (Application/bidders stage), subject to condition that the re-work must take place during the stipulated time frame of the applicant/bidder stage.

4. Instructions to bidder on Electronic Tendering System

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

A. Registration of bidders on e-Procurement Portal: - All the bidders intending to participate in the tender 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.

B. Obtaining a Digital Certificate: -

- B.1. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- B.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 <u>https://etenders.hry.nic.in</u>
- B.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.
- B.4. The bidder must ensure that he/she comply by the online available important guidelines at the portal <u>https://etenders.hry.nic.in</u> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- B.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).
- B.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.
- B.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.

B.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.

C. 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 Tenders Haryana or downloaded from the home page of the website - <u>https://etenders.hry.nic.in</u>. The link for downloading required java applet & DC setup is also available on the Home page of the e-tendering Portal.

D. 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 eProcurement system on the Home Page at <u>https://etenders.hry.nic.in</u>

E. Download of Tender Documents: -

The tender documents can be downloaded from the e-Procurement portal: -

https://etenders.hry.nic.in

F. 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.

G. Online Payment of Tender Document Fee, eService fee & Bid Preparation & Submission (PQQ/Technical & Commercial/Price Bid): -

G.1. Online Payment of Tender Document Fee + e-Service fee: The online payment for Tender document fee, E-service Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and E-service 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 online. The secure electronic payments gateway is an

online interface between contractors and Debit card / online payment authorization networks.

G.2. Preparation & Submission of online Applications/Bids: -

- G.2.1. Detailed Tender documents may be downloaded from e-procurement website (<u>https://etenders.hry.nic.in</u>) and tender (bid) mandatorily be submitted online by following the instruction appear on the screen.
- G.2.2. Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The require 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 PQQ or Technical Envelope.
- G.2.3. Financial or Price Bid Proposal shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)
- H. Assistance to the Bidders: -

For queries on Tenders Haryana Portal, Kindly Contact

Note: - Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the contact details. For any issues/clarifications

relating to the tender (s) published kindly contact the respective Tender Inviting Authority.

<u>Tel: -</u>0120-4200462, 0120-4001002, Mobile: - 8826246593

E-mail: - <u>support.etender@nic.in</u> For any technical related queries please call at 24 x 7 Help Desk Number 0120- 4001002, 0120-

4200462, 0120-4001005, 0120-6277787

For Support related to Haryana Tenders in addition to helpdesk you may also contact on e-mail ID eproc.nichry@yahoo.com Tel: - 01722700275

Timing: -

Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:00 pm) (Helpdesk support team shall not be contacted for online bidding on behalf of the Contractors)

<u>NOTE: -</u>

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

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

- a. 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 + eService Fee & EMD-cum- Security Amount Deposit: -
 - Debit Card
 - Net Banking
 - Online

D. Debit Card

The procedure for paying through Debit Card will be as follows: - a. Bidder

selects Debit Card option in e-Procurement portal.

- b. 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.
- c. Bidder clicks on "Continue" button.
- d. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- e. Bidder enters card credentials and confirms payment.
- f. The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- g. The page is automatically routed back to e-Procurement portal.
- h. The status of the payment is displayed as "successful" in e-Procurement portal.
- In case of successful payment, a success message along with unique transaction id is passed on to e-procurement system. The bidder shall store the unique transaction number in its database along with the date and timestamp.
- j. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

E. Net-banking

The procedure for paying through Net-banking will be as follows: -

- a. Bidder selects Net-banking option in e-Procurement portal.
- b. The e-Procurement portal displays the amount to be paid by bidder.
- c. Bidder clicks on "Continue" button.
- d. The e-Procurement portal takes the bidder to Net-banking payment gateway screen displaying list of Banks.

- e. Bidder chooses his / her Bank.
- f. The Net-banking gateway redirects Bidder to the Net-banking page of the selected Bank.
- g. Bidder enters his account credentials and confirms payment
- h. 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.
- i. The page is automatically routed back to e-Procurement portal
- j. The status of the payment is displayed as "successful" in e-Procurement portal.
- k. 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.
- I. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

F. Online

- a. This solution shall also allow the bidder to make the EMD payment online. This shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.
- b. Using this module, bidder would be able to pay from their existing Bank account through online. 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.
- c. To choose Payment of EMD, the bidder clicks on online payment option.
- d. Upon doing so, the e-procurement portal will redirect the bidder to a page where it will generate a challan. This challan shall include the beneficiary (Virtual) account number and other details like beneficiary IFSC code etc.

G. Online Payment Procedure

- a. This provision will ensure that no confidential details regarding the bidder or tender are disclosed to the third party while remitting the payment online.
- b. The bidder would remit the funds at least one day in advance to the last day and make the payment online.
- c. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Departments/PSUs Escrow security deposit account post validating the first part of the beneficiary account number, i.e., the client code only. In case the validation of client code is not successful, the Bank shall return the funds and not credit the Tech process Intermediary Departments/PSUs Escrow security deposit A/c.

5. Dos and Don'ts for Bidders

Sr. No.	Scenario		Do's/ Don'ts
1.	In the event of	Do's □	
	making Payment through online		It is the bidder's responsibility to ensure that online payments are made to the exact details as mentioned in the challan which are:
			Beneficiary account no: <client code=""> + <random number=""></random></client>
			Beneficiary IFSC Code: As prescribed by SBI Bank (this shall remain same across all tenders)
			Amount: As mentioned on the challan. It is specific for every tender/transaction
			Beneficiary bank branch: SBI Bank Ltd, CMS
			Beneficiary name: As per the challan
			For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD
			It is advised that all the bidders make payment via- online at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender
			Bidder has to make only single payment against a challan as per the amount mentioned on the challan.
			Bidder must do the payment before tender validity gets expired.
		; Incorrec	Bidder should not enter erroneous details while filling the online form at their bank. The following possibilities may arise: t IFSC code: - Transaction would be rejected and the amount e refunded back to the bidders account

	Incorrect Beneficiary account number (<client code=""> + <random number="">): - In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.</random></client>
	Incorrect Amount mentioned: The amount would be rejected if the amount mentioned while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto refunded directly to bidder's account.
	In the event of any discrepancy, payment would not be considered, and bidder would not be allowed to bid/ participate.
	Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.
	Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder.
	Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder

6. Terms of Reference

Introduction

This document is a detailed notice whereas Haryana Agro Industries Corporation Limited (HAICL) invites e-tender for engagement of private bidder/firms for supply of Fortified Mustard Oil with in the state of Haryana at HAICL specified delivery points to meet out the requirement as specified by Haryana Agro for its retail business purpose or for institutional supply purpose (Food & Supply department, PDS) against Mustard Seeds. The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <u>https://etenders.hry.nic.in</u> and HAICL website <u>http://haic.co.in</u>.

7. Scope of work

The bidders/firm shall be responsible for Transportations of Mustard Seed from various godowns of HAFED/HAICL/HSWC in the state of Haryana, the crushing of mustard seed, packing of Fortified Mustard Oil in 1 or 2 Litre bottles or 1 Litre Pouch as desired by Institutional client. Arrangement of Cartons, Label, Cap, lab, testing etc. and all other operations required for production of Fortified Mustard Oil. This engagement shall be for a period of 01 year (one Year) which can further be extended for 01 more year depending upon performance of the bidders on their request, solely on discretion of MD, HAICL.

Further, mustard seeds will be provided against the supplied oil quantity as per OTR finalized in this tender, mustard oil to be supplied in accordance with the quality specifications and packaging as laid down

by the FSSAI and requirement of HAICL from time to time. Ideally, mustard seeds will be provided within 30

days from completion of previous month order.

8. Eligibility Criteria

The bidders will be assessed as per the pre-qualification criteria defined. Only the bidders who qualify pre- qualification shall be eligible for **financial evaluation**. Non-conforming proposals will be rejected and will not be eligible for any further processing. The pre-qualification criteria for bidders must meet the following:

Sr. No.	Requirement
1	The bidder (a Business Entity) shall mean a company registered in India under the Companies Act, 1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008/Proprietor and operating for at least last 3 (Three) years as on March 31, 2023.
2	The Bidder/firms should have its own/leased Kachchi Ghani Mustard Oil Mill with valid FSSAI license and following infrastructure and machines (Point no A to G): -
	A.) Bidder/firms must have its own/leased Mustard Oil Production Unit and bottling unit with a valid FSSAI license, GST registrations
	B.) The Bidder/firm must have minimum crushing capacity of 50 TPD of Mustard Seed.
	C.) It must have minimum 96 Kohlus and minimum 8 Expellers
	D.) The Bidder/firm must have minimum 4 head automatic bottle filling plant installed and running in the Mill.
	E.) The Bidder/firm must have Mechanized Agitator in running condition for fortification of Mustard Oil with Vitamin A & D.
	F.) The Bidder/firm must have minimum storage tank having capacity of 350 MT to store Loose Mustard Oil.
	G.) The Bidder/firm must have minimum storage capacity of 1100 MT to store Mustard Seeds.
3	The Bidder/firm must have minimum average annual turnover of Rs. 10 Crore in last three financial years. Supplier should have mandatory experience in government institution supplies for mustard oil or any other edible oil.
4	The Bidder/firm must submit a self-declaration certificate / undertaking to the effect that it has not been debarred / blacklisted by any of the Central / State Departments / Agencies as on date of publication of this tender or any criminal case is not registered against the firm or its own partners anywhere in India (Annexure-V)
5	The Bidder/firm will have to submit EMD of Rs. 5,00, 000/- (Rs. Five Lakh Only) to HAICL

6	The bidder/firms will submit last four financial years ITR i.e. 2021-22, 2022-23,2023-24,2024-25(provisional) duly audited by chartered accountant to be attached with their UDIN No.
7	Solvency certificate of minimum Rs.50 Lakh issued by any scheduled bank.
8	The bidder must have a valid PAN and GST registration certificate
09	The bidder should not have been defaulted or blacklisted in earlier supplies of HAICL, Central / State Departments / Agencies
10	The bidder should have experience of supply of mustard/other edible oils oil to any State/ Centre Govt. Dept./ PSU under any government scheme at least for 02 years in last 05 years (Including 2024-25). However, the MSME's may be considered eligible on this parameter subject to the condition that they submit all requisite documents along with the technical bid as per the relevant latest notification issued by the state Government of Haryana on the subject

Note: -

- Only those manufacturer/processors/suppliers will be empaneled by HAICL who are not empaneled by any
 other agency that provides similar scope of work as mentioned in this tender document. In case, any such
 agency is empaneled on false disclosure of documents at time of empanelment then allocation of work will
 not be provided to him. Sole purpose of engagement of such kind of manufacture/processor is to engage only
 those efficient suppliers who can exclusively focus on HAICL assigned supply orders.
- 2. In case of miller or bottler (on lease), collaboration of miller and bottler can be considered provided a valid agreement copy along with undertaking is submitted by bidder i.e. either miller or bottler having legal agreement with mustard processer/miller, who is eligible to fullfill crushing capacity, Kohlus/expeller requirement as per above mentioned eligibility parameters. In this scenario plant inspection of both bidder/bottler and processor will be done (Annexure-IV).
- 3. No mill (either miller or bottler) will be considered for agreement on lease if said mill is already empaneled by any other agency as covered in **Sr. No-1** above.
- 4. Once mustard seed stock is supplied, the accountability of quality of mustard seed will be of bidder.

9. General Terms & Conditions: -

- 1. HAICL will not guarantee allocation of work/supply of edible Oils to the engaged bidder/firms and HAICL reserves the right to reject any/all tenders without assigning any reason.
- 2. Every bidder shall be required to deposit 'EMD Rs. 5,00,000/- (five Lakh only) through RTGS in the following Bank Account: -

Payee Name – HARYANA AGRO INDUSTRIES CORPORATION LTD.-RETAIL Account No - 110007830209

Bank – CANARA BANK IFSC – CNRB0001624 Bank Branch – CANARA BANK, SCO-12, SECTOR-10, PANCHKULA

- 3. The successful Bidder/Firm shall be required to deposit Rs. 25 Lakh as a security amount. The security amount deposit shall be refunded only after the successful execution of the contract. No interest shall be payable by HAICL on the security deposit. The security deposit shall be liable to forfeiture, without giving any notice and without prejudice to any other right or remedies of the HAICL under the contract and law if the Bidder/firmer fails to execute the contract strictly in accordance with the terms and conditions of the agreement/ contract with HAICL.
- 4. The engaged bidder/firms shall be required to execute an agreement with HAICL. The contract shall come into force from the date of execution of the Agreement.
- 5. HAICL can terminate the contract at any point of time by giving one month written notice to the bidder/firm without assigning any reason and without payment of any compensation thereof. However, HAICL shall give only one week notice of termination of contract to the bidder/firm when there is a default in compliance of the terms and conditions of this Agreement/ Contract or the Bidder/firm fails to comply with its statutory obligations. HAICL shall have the right to immediately terminate the contract if the Bidder/firm becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefits of creditors. The contract can also be terminated without giving any notice if it is found at a later stage that the bidder/firm gave wrong information or submitted wrong affidavit at the time of tender. No bidder will be considered who has denied completion of work order of mustard oil, issued by HAICL in lieu of Institutional supplies as HAICL will not empanel such defaulter suppliers.
- 6. HAICL reserves the right to increase/decrease the work allocated to the Bidder/firms or to foreclose the contract without assigning any reason. In such case, the bidder/firm will not be entitled to any compensation.
- 7. HAICL shall be open to recover from the bidder/firm any damages caused to the HAICL due to any act of the bidder/firm or his employees/manpower/workmen.
- 8. In any case, the bidder/firm shaft be bound to indemnify HAICL against all claims whatsoever.
- 9. If a criminal or civil case is filed due to the negligence of Bidder/firm under any applicable Act, the penalty, loss and damages should be borne by the Bidder/firm.
- 10. The physical inspection of the oil mill premises will be conducted by inspecting committee of HAICL for technically qualified bidder only and final selection of the bidders/firms will be done as per the terms of the tender and the physical inspection of the plant. The decision of the HAICL shall be final and binding on all the participating bidders.
- 11. The bidder /firms may clearly note that terms and conditions enumerate in this tender document are only illustrative and not exhaustive. The selected bidder/firms will have to enter into contracts as devised by HAICL.
- 12. The bidder/firms don't entail any commitment from HAICL for contracts with them during validity of engagement.
- 13. Any further Any corrigendum/Addendum to the engagement, if needed will be uploaded by HAICL on websites i.e. <u>http://haic.co.in</u>.
- 14. A sub-committee of HAICL shall evaluate details submitted by the interested processors and examine the documents provided as per the requirement specified in tender document.
- 15. The selected bidder/firms will be informed regarding acceptance of their application(s) and shall be further advised for signing of an engagement agreement with HAICL/ completing other formalities from time to time during the currency of the agreement.
- 16. Mustard seeds will be provided against the supplied oil quantity as per OTR finalized in this tender, oil to be supplied in accordance with the specifications and packaging as per requirements of HAICL from time to time.

17. The financial bid mentioning the **Out Turn Ratio (OTR)** will be opened of those bidder/firms who have been found technically qualified on basis of technical bid document submitted and satisfactory plant inspection report is received.

HAICL reserves the right to provisionally open the financial bid of any/all the technically qualified bidders without prior physical inspection of the mills. However, in case any of the oil mill is not found conforming to the requirements during physical inspection later on to be conducted by the committee, then his bid shall be rejected and the provisional empanelment if any shall also stand cancelled. Therefore, the bidder shall not be entitled to have any claim whatsoever on his account.

- 18. The bidder/firms may inspect the Mustard Seed stocks stored with HAICL/HAFED/HSWC during working hour.
- 19. The approved engaged Private Bidder/firms will deposit the Security / Bank guarantee / performance security as per requirement of State / Other States.
- 20. No interest on Earnest Money / Security etc. shall be payable by HAICL.
- 21. The approved engaged Private Bidder/firms shall execute an agreement immediately from the date of issue of supply order by HAICL on is.100/- non- judicial stamp paper.
- 22. The approved engaged private bidder/firms will be solely responsible and accountable to fulfill/meet out all the requirement of HAICL, regarding timely execution of the contract including quantity and quality specifications and legal/financial implication, if any.
- 23. The penalty on account of quality specifications, testing charges etc., will be recovered from the respective/approved bidder/firms.
- 24. If an EMD /Security deposit has to be deposited on account of supply of oil to other states, same will be borne by bidders.
- 25. In case of any kind of delay/non supply, the respective bidder/firms will be accountable for the penalty as imposed by the Institutional client /CONFED/Food& Supply Department or any other agency to whom the fortified mustard oil is supplied.
- 26. The empty bardana of Mustard Seed and bye Product i.e. Mustard seed Cake will be retained by bidder.
- 27. Miller shall undertake the milling operations by considering HAICL Institutional requirement as first priority.
- 28. The miller shall undertake the milling in the milling unit owned by/leased by the Miller. Subcontracting of the work allotted by HAICL shall not be allowed. Miller shall provide declaration along with the legal agreement in the format attached **(Annexure-IV)** to certify whether milling unit belongs to him or it is leased by him, in case of lease facility legal agreement to be provided.
- 29. In the event, during the contract period, if it is found by HAICL appointed sub-committee that Miller is undertaking milling of Mustard Seed in a Mill not owned/leased by the Miller, it shall be treated as breach of contract and the contract shall stand cancelled. EMD/Security deposit of the Miller will be forfeited & action as deemed fit will be initiated for recovery of losses to HAICL, if any. Depending upon gravity of the situation necessary action shall be taken against the Miller. To ensure the above said instructions, (HAICL officials/authorized representative/Committee of HAICL) can visit the bidders/firm's plant at any point of time.
- 30. The Miller will do the milling of Mustard seed provided via HAFED/HSWC. To add the Mustard Oil for matching finalized OTR, the bidder/firm will crush his own mustard seed in the same premises. The bidder/firm will inform in advance to HAICL for that Mustard Seed arrange by him for physical verifications and inspection by HAICL.
- 31. HAICL/authorized representative can visit the Milling premises any point of time during the process of completion of supply order awarded to the Miller.
- 32. The miller will be solely responsible for consequences for any violation of the Food Safety and Standards Act and latest amendments, if any. For any quality complaint action as deemed fit will be taken against the defaulter mill as per Food Act Safety amended from time to time.
- 33. The Miller shall maintain a stock register at its Mill which will have details of Mustard Seed stock

received at Oil 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 HAICL official /Authorized official during their visit to the Mill.

- 34. The stock of Mustard Seed will be issued to the Miller on net weight basis and the empty gunnies and the bye-products (Mustard Cake) shall be retained by the Miller.
- 35. The miller will be responsible for lifting the Mustard stock from HAICL/HAFED/HSWC specified warehouses and transport and loading (which include handling, transportation, transit insurance, etc.) on the part of miller.
- 36. To take delivery of mustard seeds against security deposit equivalent to 100% of contract value of Mustard Seed, rate will be fixed by the procurement division in consultant with Chartered Accountant/Finance division from time to time after seeking approval from competent authority, HAICL. No interest will be paid by HAICL.
- 37. The miller has to lift the stock of mustard seeds as per the following time schedule from the date of issue of Delivery order: -

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

- 38. In case of non-lifting of the mustard seeds, within the free delivery period, godown rent (as per the Haryana State Warehousing Corporation tariff) shall be charged by HAICL 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 Seeds, penal godown rent (double the normal rent) will be charged for the next month.
- 39. 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 HAICL/HAFED/HSWC on behalf of the party at the cost risk and responsibility of the Miller only and HAICL shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to driage, 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.
- 40. In case the Millers fail to execute the orders within 21 days from the date of issue of award letter, the material will be arranged from the open market at the risk and cost of the Miller and action as deemed fit will be initiated against the Miller/Millers.
- 41. In case of non-availability of mustard seed, HAICL can restock to purchase of bottled mustard oil without OTR process, through e-bidding among empaneled vendors, empaneled vide EOI (EOI/EMP/04/2025), floated on 07.04.2025.
- 42. Further, the monthly allocation Mustard Seed will be done after assessing the performance with respect to quantity, quality and timely supply of Fortified Mustard Oil by the bidder/firm.
- 43. To monitor the activities of supply of Mustard Seed, its processing and packaging of Mustard Oil, the Millers will be asked to put CCTV Cameras in the Mill premises and main gate.
- 44. The detail of every truck and its gate pass dispatched from the Oil Mills containing mustard Oil should be maintained at the miller premises, same may be sent to HAICL.
- 45. To ensure the quality and Fortification of Oil, the miller will maintain the record of bills of purchase of Vitamin A & D along with the bills of all packing material. The committee visiting the mills for

inspection can check and verify these bills.

- 46. The bidder/firms should not blend/mixing edible oil of other varieties like palm oil, Soya oil, Sunflower oil or any other. In-case, the blending/mixing is found the contract with the defaulting bidder/firms will be discontinued with immediate effect. In such a case the security amount will be forfeited. The bidder/firms will be debarred for working with HAICL in future and action as deemed fit as per the relevant Food Act will be initiated.
- 47. HAICL may conduct quality inspection at random through HAICL appointed committee members. The quality of fortified mustard oil will be evaluated based on quality parameters as laid down by FSSAI and based on requirement of HAICL from time to time. Bidder/firm shall enclose O.K. test report of samples after testing and inspection of material done by bidder/firms before dispatching along with the bill.

Note: -Vendor need to submit the undertaking regarding accepting Terms & Conditions **(Annexure-VI)**

10. Packaging & Labeling:

- a.) The bidder/firm should ensure that each and every Mustard oil bottle should be stamped with "Not for Sale & "For PDS only". The bidder/firms shall pack & label the processed Fortified Mustard Oil with Vitamin A & D in 1 or 2 Litre bottle or 1 litre Pouch any other pack size/packaging type required by indenting department. However, the label shall contain the following information in English/Hindi in a legible font type and size: -
- i) Bidder/firms name and address/Manufacturer Name & Address
- ii) Marketed By: -Haryana Agro Industries Corporation Ltd (Address: - Bays No.15-20, Sector 4, Panchkula, Haryana 134112)
- iii.) Date of Manufacturing/Packing Date
- iv.) Batch No.
- v.) Net Weight
- vi.) Best Before Date- Ideally 09 months from the date of packing
- b.) The word "Fortified Mustard Oil free frown Argemone Oil followed by + F fortification logo as specified in schedule II of the Food Fortification Regulations issued by FSSAI, on the label with vitamin A& D "Sampooran Poshan Swasth Jeevan".
- c.) As per the provisions of FSSAI, each 1-litre/2 litre bottle or Packed pouch of fortified mustard oil should have the list and quantities of added nutritional information as mentioned below: -

Nutritional Information (Per 100 gm)				
Energy	900 Kcal			
Protein	0			
Carbohydrates	0			
Sugar	0			
Fats	0			
Saturated Fatty Acids	6 g			
Polyunsaturated Fatty Acids	27 g			
Monounsaturated Fatty Acids	67 g			
Trans Fatty Acids	0			
Cholesterol	0			
Added Vitamin A	2500 i.u.			
Added Vitamin D	450 i.u.			

d.) Any other requirement as per FSSAI and applicable packaging act or any other details as required under the existing rules/orders or as may be communicated subsequently.

- e.) In case the packaging materials is of inferior quality or is rejected by the authorized official of HAICL, then Bidder/Firm will replace the inferior quality packaging material at its own cost and penalty will be imposed as mentioned in penalty clause.
- f.) If packing material/outer box packing is of inferior quality and any leakage/damage happens during transportation/storage then bidder/firms will be responsible for 100% replacement of such leaked/damaged bottle/pouches. The replacement period will not be more than 5 days and if delayed further, penalty of 0.4% per weak will be imposed. However, if cartons are damaged and leakage happens during transportation then HAICL LSP shall be liable, provided this damage is due to non-compliance related to safe transportation but if this damage/leakage is due to poor quality packaging material then bidder will be responsible.

Note: -The Bidder/firms must obtain the consent from HAICL 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-acceptance of consignment of the invoices against supplies.

11. Essaying & Testing: -

- i.) The Fortified Mustard Oil with vitamin A&D has to be offered by the Bidder/firms within 5-7 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.
- ii.) The bidder/firms shall intimate HAICL timely about readiness o fortified mustard oil for inspection and sampling.
- iii.) HAICL may conduct quality inspection at random through authorized officials/committee members both for fortification and adulteration as per quality parameters detailed in (Annexure-III). Samples may be picked up for lab testing and lab report can be cross verified with the lab report submitted by bidder/firm.
- iv.) Bidder/firm must submit NABL accredited lab report along with the dispatched quantity bills along with proof of delivery (POD). Also, bidder/firm shall send details of lot number of each lot along with bill so that lot wise sampling can be done by HAICL appointed committee as and when required.
- v.) Assaying of samples (lot wise one day production) must be carried out in presence of HAICL appointed committee members. For assaying, samples will be drawn from the storage tank by the assayer and 3 representative samples shall be prepared.
 - Sample 1 Original sample to be assayed by officials/assayer appointed by HAICL for preparing test report.

Sample 2 — Duplicate sample to be sent to HAICL, which may be utilized in case of retesting appeal from the Bidder/Firms

- a.) After drawing of the sample, the assayer shall seal the inlet to the storage tank in presence of the Bidder/firms and HAICL representative. The bidder/firms shall not be allowed to tamper with the seal unless instructed by HAICL. In order the seal is found to be tampered with at the time of delivery, the sampling process will be conducted again.
- b.) If the stock is rejected by HAICL officials/ Food& Supply department or any other team, the bidder/firms may appeal against the report of the assayer/HAICL Officials. In case of appeal, the reference sample with HAICL may be sent to a FSSAI/NABL accredited Lab (as empaneled by HAIICL) "reference lab" for re-assaying. The verdict of reference lab shall be binding on Bidder/firms and HAICL.
- vi.) Bidder/firms shall ensure that only the stock conforming to the pre specified quality specifications is packed and dispatched from the milling/processing unit to HAICL specified locations.
- vii.) If on the basis of report submitted by HAICL appointed committee it is found that the sample fails to meet the quality specifications, the Bidder/firms shall be liable to replace the stock. HAICL appointed Committee shall prepare inspection report against each supply made by bidder/firm at HAICL designated place. Unloading of the stock will be done only if quality is satisfactory as per OK

lab report.

- viii.) If the quality of the stock is found to be fit as per the test report and is accepted by authorized official of institutional department/Food & Supply department then the same will be unloaded at the delivery location.
- ix.) The bidder/firms 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 HAICL designated places/Institutional client site.
- x.) In case of leakage in bottles, defective bottles or the material is not accepted by institutional client/Food & Supply Department due to any other discrepancy in that case the material will be lifted by the concerned bidders/firms at his own cost and will be replaced as per requirement of Institutional client/Food & Supply department.

12.Delivery Process: -

- i. The bidder/firm shall take all necessary steps for packaging and assaying latest by date mentioned in Purchase order/work order and should share the stock lifting plan to HAICL so that HAICL can align the Logistic partner for dispatch of stock at designated places as specified by HAICL.
- ii. The bidder/firm should take adequate precautions to prevent damage or deterioration to Mustard Oil during storage at its premises.
- iii. Bidder/Firm shall submit proof of delivery (POD-original Delivery Confirmation Report) against each supply to HAICL Head office, supplied quantity should be in alignment with the quantity mentioned in purchase order/work order and same should tally with the quantity confirmation received from HAICL LSP (neither excess nor less than the desired quantity).
- iv. HAICL will release the security amount to Bidder/Firm only after receiving satisfactory delivery report.

13. EMD and Security Deposit: -

- The bidder shall be required to deposit requisite EMD before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to non-fulfillment or not meeting the additional eligibility criteria attached to the bid, shall be returned on closure of bidding.
- II. Successful bidder shall have to submit Rs. 25 Lakh as a security amount within 05 bank working days on award of contract. EMD submitted by the successful bidder at the time of bidding will be adjusted as SD. Balance amount shall be deposited by the successful bidder within 05 bank working days from date of award of contract. This security amount needs to be submitted via NEFT/RTGS from any scheduled/nationalized bank in the bank account as mentioned in clause 9(Point no.3), If successful bidder fails to deposit SD amount within given time period, EMD can be forfeited and HAICL reserves the right to cancel/reject the bid at risk and cost basis.
- III. SD/EMD of the successful bidder/firms can be adjusted by HAICL against following heads, if needed:

a.) Non-Payment of penalty charges or any other pending dues or penalty charges against delayed delivery etc.

b.) The EMD and SD deposited by the successful bidder shall carry no interest and should be refunded to successful bidder after successful completion of deliveries and receipt of proof of delivery and henceforth receipt of payments from concerned institutional client to HAICL.

c.) If any penalty is imposed by institution department or any deduction is done then same shall be recovered from successful bidder.

14.Penalty Clauses: -If timely crushing and processing is not done for mustard seeds then penalty as per following T&C will be imposed on the manufacturer/processor/supplier.

- I.) The complete supplies will have to be made as per requirement of the department 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 HAICL can make purchases from any other sources at the risk and cost of the bidder. However, HAICL can extend the delivery period in case of any eventuality on mutual consent basis.
- II.) If Fortified mustard oil quality test report is not O.K/non -satisfactory as per quality parameters and stock is rejected by assayer/HAICL appointed committee/Institutional client then bidder/firm are liable for 5% penalty, to be calculated on full invoice value equivalent to rejected stock. Further, the bidder/firms will replace the rejected supplies at its own cost within 05 working days. The replacement supplies will undergo assaying and if the same are found to be not conforming to specified quality parameters them such stocks will also be rejected. If the Bidder/firms fails to replace the rejected stock within 05 days, penalty will be charged from the Bidder/firms by HAICL for delayed delivery.
 - III.) In case of supply of poor quality of oil, not confirming to quality specification and standards of FSSAI proven by failed samples by either the concerned HAICL assayer/HAICL appointed committee/NABL accredited Lab, the bidder/firms will be blacklisted & debarred for at least one year or anytime as deemed fit.
 - IV.) The bidders/firms will be responsible for complications arising, if any, after consumption/use of Fortified Mustard Oil ay the Institutional client beneficiaries/consumers supplied by them. In the event of receipt of any complaint due to quality/ineffectiveness of the product the bidder /firm will be informed via mail and in that case bidder/firm need to take remedial measures to sort out the complaint, even if lab testing report is okay or sample analysis of the product as done by HAICL appointed committee is satisfactory.
 - V If the complaint is made by any beneficiary in consumer court or before any competent authority (either HAICL or institutional client) due to quality/ineffectiveness of the product, the responsibility to defend the case legally or otherwise lies with bidder/firms that has processed and supplied the oil. The processing/producing mill will be liable to indemnify HAICL/Institutional client for any loss caused on account of defective Mustard Oil and in such case HAICL can withhold the payment of such stocks for that quantity against which such complaints are received till the time complaint is resolved.

15. Indemnification: -

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

16. Invoicing and Payment: -

- I. HAICL shall raise invoice of Mustard Seed to the Miller/Processor at time of stock lifting, the sale of Mustard seed to the Miller shall be subject to GST, as applicable.
- II. HAICL LSP shall raise truck-wise invoice and e-way bill in favor of HAICL at time of dispatch of tendered quantity from the Milling unit of selected bidder. The rate at which Miller shall invoice tendered quantity to the HAICL shall be based on the invoice rate of Mustard Seed as declared by HAICL and OTR bid of the Miller approved by HAICL. The sale of tendered quantity by the Miller to HAICL shall be subject to GST, as applicable.

17. Acceptance of Terms & Conditions: -

- I. By submitting the EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract as well as engagement agreement executed with HAICL along with all the corrigendum / addendum if any.
- II. The successful bidder shall submit a stamped and signed copy of this document in original form along with the security deposit in Harhith account number as mentioned above.

18. Taxes Applicability: -

All the transaction under this contract shall be subject to applicable taxes and GST as per all applicable notifications by Government of India.

19.Defaults: -

If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification even after 10 days extension with penalty within the time specified or to perform faithfully any contractual terms, without prejudice to other rights of the HAICL resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Bidder/firms to proceed with any or all of the remaining part under the contract to be performed. In such eventuality HAICL shall forfeit the Security deposit amount without giving any written notice. The contract with the bidder/firms will be cancelled and the defaulting firm will not be allowed to participate in tender/bids of HAICL in future.

20. Negotiations: -

Since, HAICL may empanel various bidders/oil mills, keeping in view the scope of work, negotiations may be held with the bidders to match the negotiated H-I bidder so as to empanel maximum firms for timely execution of the work as per state government negotiation policy. However, offer may be extended to all the bidders to match the negotiated OTR in order to ensure maximum empanelment.

22.Arbitrations: -

In the event of any dispute arising out of this MoU amongst the parties, the parties hereby agree to use their best efforts to attempt to resolve all dispute in prompt, equitable and good faith. In case the parties are unable to do so, then such dispute shall finally be resolved by arbitration as per the Arbitration and Conciliation Act, 1996, as amended from time to time.

All disputes or differences between the parties shall be referred to the Arbitral Tribunal comprising of three members, where in one shall be nominated by the Owner of the bidder firm, 2nd party and one shall be appointed by the MD, HAICL and the third arbitrator shall be jointly appointed by the nominated arbitrators. The venue for arbitration proceedings shall be at **Panchkula (Haryana)** and shall be conducted according to Indian laws for the time being in force. The award of such arbitration shall be final and binding on the parties to this agreement.

Note: -The bidders/firms will submit the technical and financial bids as per attached **Annexure-1 & Annexure- 2** respectively.

<u>Annexure-I</u>

TECHNICAL BID

The application form must be submitted by the Bidder/firms through e-tendering portal.

Sr. No.	Particulars	Mention the required details or fill up YES or NO as applicable	Documentary Proof attached at Page No. of the Bid
1.	Name of the Bidder / Firm		
2.	Firm type (Company / Partnership Firm / LLP / Sole Proprietorship)		
3.	Year of Establishment		
4.	Address of Registered Office		
5.	Mobile No.(s) of Owner of the Mill		
6.	E-mail Id(s)		
7.	Valid FSSAI License No.		
8.	GST Registration No.		
9.	Whether the Bidder / Firm is owned by the Bidder / Firmer (Yes / No)		
10.	Mill's Mustard Seed crushing capacity in Ton Per Day (TPD)		
11.	Nos. of Kohlus and No. of Expellers installed in the Mill of Bidder / Firm	No. of Kohlus: No. of Expellers:	
12.	The Bidder / Firms should have Kachchi Ghani Mustard Oil Mill with valid FSSAI license and following infrastructure and machines. a. Bidder / Firms must have its own or leased Mustard Oil Production Unit with a valid FSSAI license, GST registrations b. The Bidder / Firm must have minimum crushing capacity of 50 TPD of Mustard Seed. c. It must have minimum 96 Kohlus and minimum 8 Expellers. d. The Bidder / Firm must have 4 head automatic bottle filing plant installed and running in the Mill. e. The Bidder / Firm must have		

		·	
	Agitator in running condition for		
	fortification of Mustard Oil with		
	Vitamin A & D.		
	f. The Bidder / Firm must have		
	minimum storage tank capacity of		
	350 MT to store Loose Mustard		
	Oil.		
	g. The Bidder / Firm must have		
	minimum storage capacity of 1100		
	MT to store Mustard seed.		
13.	The Bidder / Firm must have	2021-22:	
	minimum average annual turnover	2022-23:	
	of Rs.10 Crore average in last	2023-24:	
	three financial years.		
14.	The Bidder / Firm will submit last		
	three financial years ITR i.e. 2021-		
	22, 2022-23 & 2023-24 duly		
	audited by a Chartered		
	Accountant to be attached with		
	their UDIN No.		
15.	Solvency certificate of minimum		
_	Rs. 50 Lakh issued by any		
	scheduled bank.		
16.	Storage Tank Capacity to store		
	loose Mustard Oil (in MT)		
	available in the Bidder/firm		
17.	Storage Capacity to store Mustard		
	Seed (in MT) available in the		
	Bidder/firm		
18.	Whether the Bidder/firm has		
	installed and running 4 head		
	automatic bottle filing plant in the		
	Bidder/firm		
19.	Whether the Bidder / Firm has		
±5.	installed Agitator for fortification		
	of Mustard Oil with Vitamin A and		
	D and whether the same is in		
	running condition or not		
20.	Whether the Bidder / Firm has		
20.	ever been debarred /blacklisted		
	by any of the Central/ State		
	Departments/ Agencies as on date		
	of publication of this tender		
	(Yes/No).		
	(103/140).		
	No bidder will be considered who		
	has denied completion of work		
	order of mustard oil, issued by		
	HAICL in lieu of Institutional		
	supplies		
	(Self-Declaration		
L			

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	certificate/undertaking to be	
	submitted)	
21.	Whether the EMD of Rs. 5 Lakh	
	has been deposited in the Bank	
	Account of HAICL mentioned in	
	the tender document. (Yes /No).	
	The documentary proof to be	
	attached.	
22.	Copy of CIN No.	
23.	Copy of Solvency Certificate.	
24.	Copy from the bank reg, credit	
	limits	
25.	Copy of Manufacturing License	
26.	Copy of PAN CARD	
27.	Copy of cancelled Cheque	
28.	Copy of proof of supply order &	
	satisfactory experience.	
29.	Acceptance of all terms &	
	conditions specified in the tender	
	document (Yes /No)	
30.	Authority letter for signing all	
	documents on behalf of the	
	company/firm (Yes/ No)	
31.	Self-declaration for not been	
1	involved in any major litigation	
1	that may have an impact of	
	affecting or compromising the	
	delivery of services as milling	
	service provider to HAICL	
32.	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.	
33.	Self-declaration certificate to the	
	effect that it has not been	
	defaulted in supply of Edible Oils	
	by any Central / State	
	Departments / Agencies as on	ļ ļ
	date of publication of this tender.	

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

Place:

Date:

Signatures: Name & Designation: Firm/company Seal

FINANCIAL BID

The Bidder / Firm has to submit the Financial Bid as per the below Performa.

1. OTR - 2 Litre Bottle

Sr. No.	Name of Work	Offered % age Out Turn Ratio (OTR) of Fortified Mustard Oil with complete operation in percentage of Mustard Seed supplied.
1	Transportation of Mustard Seed from various godowns of HAFED/HAICL/HSWC in the state of Haryana, the crushing of mustard seed, packing of Fortified Mustard Oil in 2 Litre bottles, arrangement of Cartons, Label, Cap, lab, testing etc. and all other operations required for production of Fortified Mustard Oil	

2. OTR - 1 Litre Bottle

Sr. No.	Name of Work	Offered % age Out Turn Ratio (OTR) of Fortified Mustard Oil with complete operation in percentage of Mustard Seed supplied.
1	Transportation of Mustard Seed from various godowns of HAFED/HAICL/HSWC in the state of Haryana, the crushing of mustard seed, packing of Fortified Mustard Oil in 1 Litre bottle, arrangement of Cartons, Label, Cap, lab, testing etc. and all other operations required for production of Fortified Mustard Oil	

3. OTR - 1 Litre Pouch

Sr. No.	Name of Work	Offered % age Out Turn Ratio (OTR) of Fortified Mustard Oil with complete operation in percentage of Mustard Seed supplied.
1	Transportation of Mustard Seed from various godowns of HAFED/HAICL/HSWC in the state of Haryana, the crushing of mustard seed, packing of Fortified Mustard Oil in 1 Litre pouch, arrangement of Cartons, Label, Cap,	
	lab, testing etc. and all other operations required for production of Fortified Mustard Oil	

Note: It is made clear that the Bidder / Firm have gone through the tender document, terms conditions and the scope of work properly and accordingly the Out Turn Ratio (OTR) has been quoted.

The rates should be quoted inclusive of GST (in figures as well as in words). Rate should be quoted on **ex-mill rate basis**. There should be no cutting/overwriting in the price bid.

Annexure-III

SPECIFICATIONS

A. Specifications of Fortified Mustard Oil

S. No.	Parameter	Value	Quality Cut
1	Moisture & Insoluble Impurities %age by wt.	0.25 Max.	
2	Color in 1/4" cell (Y+5R)	50 Units Max.	
3	Specific gravity (30/30c)	0.907-0.910	
4	Refractive index at 40 $^\circ$ 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 flavor	Characteristic	
17	%age of Natural Oil (as ATC) wt. %age	0.27-0.60	Below 0.27% to 0.25% quality cut be Rs.100/- per MT, below 0.25% to 0.20 quality cut be Rs.200/-per MT
18	Vitamin A & D	Vitamin A (25 IU per gm of oil)& Vitamin-D (4.5 IU per gm of oil) as per FSSAI norms and Govt. guidelines	
19	Gas liquid chromatography test (GLC)	Purity of Mustard Oil should be 100%.	GLC test to be conducted to verify the purity of the

			Fortified Mustard Oil
			and ascertaining the
			level of
			mixing/blending and
			adulterations with
			other oils or fats.
20	Shelf life	09 months	

Note: The Fortified Mustard Oil should confirm FSSAI specifications and parameters as mentioned in the tender document.

B. Specifications of 2 Ltr. PET Bottles:

Sr. No.	Particular	Measurement		
1	Empty bottle of 2-liter oil	52gm +3%		
2	Сар	36mm (5.4 gm) +3%		
Specifications of Cor	Specifications of Corrugated box for packing of 2-liter PET bottles			
Sr. No.	Particular	Measurement		
1	Length	356mm +5%		
2	Width	349mm +5%		
3	Height	299mm +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 +5%		

C. Specifications of Pouch (1 Ltr.):

Sr. No.	Particular	Measurement
1	Empty pouch of 1 liter oil	
Specifications of Co	orrugated box for packing of 1 Litre Pouch	
Sr. No.	Particular	Measurement
1	Length	356mm +5%
2	Width	349mm +5%
3	Height	299mm +5%
4	1 Ltr. pouch x Pouches per box	1 box (5 ply = 150 GSM per ply)
5	Bursting Strength (IS)	BS10 kg/cm sq +5%

D. <u>Specifications of Bottle (1 Ltr.):</u>

Sr. No.	Particular	Measurement
1	Empty Bottle of 1 liter oil	
Specifications of Corr	ugated box for packing of 1 Litre Bottle	
Sr. No.	Particular	Measurement
1	Length	330mm +5%
2	Width	250mm +5%
3	Height	280mm +5%
4	1 Ltr. Bottle xbottle per box	1 box (5 ply = 150 GSM per ply)
5	Bursting Strength (IS)	BS10 kg/cm sq +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 Bottle/pouch filled with Fortified Mustard Oil.

Note: The above specifications of Mustard Seed Oil and Packing Material is as per the current existing requirements. However, the same can be altered by the Government/ HAICL/Indenting department and the Bidder/firms will be bound to adhere such revised specifications, if any. These specifications are subject to confirmation/Validation.

AFFIDAVIT - MILLING & PROCESSING UNIT

An affidavit to be submitted by the Millers/Processors regarding milling facility (whether owned/leased) for supply of Fortified Mustard Oil with vitamin A&D packed in 2 litre bottles/1 litre bottle/pouch or any other pack size as desired by Indenting Department as per specifications to HAICL against Mustard Seed. This affidavit needs to be submitted on **Rs. 500/- Stamp paper**, duly signed and notarized by the authorized signatory of the Miller. Following points need to be incorporated in the affidavit submitted by miller: -

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

1. M/s <name of the firm> has been awarded contract for milling and supply of Fortified Mustard Oil fortified with Vitamin A & D to **HAICL**.

2. The oil supplied to HAICL shall be processed in the milling facility of the firm located at <address of the milling unit>. In case, milling unit is taken on lease then Millier/Bottler need to provide the lease agreement for the same.

For	<name< th=""><th>of</th><th>the</th><th>firm></th></name<>	of	the	firm>

Date:

Place:

Authorized signatory (sign and stamp)

Mobile No.

E-mail ID:

Complete address of the Mill premises

Annexure-V

No Blacklisting and Litigation Status

Performa for No Blacklisting No Litigation Status Certificate on NJSP duly attested by Notary (To be submitted by the bidder along with his Bid)

Ref: _____

Dated _____

To, Haryana Agro Industries Corporation Ltd. BaysNo.15-20, Sector-4, Panchkula, Haryana. Pin:134112, INDIA. Tel: +91-172-2561305,2561324,2561303 Fax: +91-172-2561310,2561326 Email: haicpkl@gmail.com

Dear Sir,

I*/We* have read and examined the complete documents of NIT No. ______ related to ______ (full scope of work) on turnkey basis.

I*/We* hereby submit that our firm M/s ____

(with complete address) has never been 'Black-listed'/ debarred by any Utility / any State / Central Govt., Department / PSUs till date nor we are facing / filed any Litigation proceedings regarding debarring (black listing) with either of the above said Agencies / States. Detection of false declaration / statement at any stage of the entire process of Bid / execution of work shall lead to penalty as deemed fit by the HAICL including forfeiture of earnest money, BG and termination of contract.

Signature along with seal of company Date: - ____

(Duly authorized to sign the application on behalf of the firm).

Name: ______

Designation: _____

Name of Company: _____

WITNESS Signature:

Name & Postal Address:

Mobile No.

Annexure-VI

Vendor Undertaking Regarding Accepting Terms & Conditions

- 1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
- 2. That I/we, ______ have thoroughly gone through all terms and conditions mentioned in the present e-tender enquiry and agree with the same.
- 3. The undersigned also hereby certifies that neither our firm M/s______ have abandoned any work Govt. of India/or any State or Govt. undertakings nor any contract awarded to us for such works have been rescinded/terminated on account of our default, during last five years prior to the date of this bid.

OR

The following works have been abandoned/rescinded on account of our default during the last five years prior to the date of this bid.

- a.
- b.

c.

- 4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
- 5. The undersigned understand and agree that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

(Title of Officer)

(Name of Firm)