



**THE HARYANA STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED**  
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)  
TEL: 2590520-24 E.Mail: [addlgmp@gmail.com](mailto:addlgmp@gmail.com)  
Web-site: [www.hafed.gov.in](http://www.hafed.gov.in)



### **E-TENDER NOTICE**

**Selection of Private O&M-cum-Marketing Partner for Operation and Commercial Management of HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Storage at Radaur, Haryana.**

#### **Model: Lease-cum-Revenue Sharing**

HAFED invites online bids from eligible private companies, firms, cooperatives, producer companies, processors, exporters, agro/food processing entities, spices and essential oil manufacturers, natural extract companies, distributors, e-commerce operators, private label/white label operators, cold storage/export marketing agencies, EPC contractors having experience in similar plants, and/or maximum **three** consortia (as per the eligibility criteria), for taking over the complete HAFED Turmeric Essential Oil, Turmeric Powder, Multi-Spices Processing Plant and 100 MT Cold Storage at Radaur, District Yamuna Nagar, Haryana, for end-to-end operation, maintenance, production, branding, sales, marketing and commercial management on a Lease-cum-Revenue Sharing basis.

The facility offers an integrated commercial opportunity covering turmeric essential oil, turmeric hydrosol, turmeric powder, ginger products, whole and blended spices, private label/white label products, HAFED-branded products, B2B ingredient sales, retail packs, bulk sales and export-oriented sales, subject to technical feasibility, market demand and applicable statutory compliances.

The tender document containing the scope of work, eligibility criteria, technical requirements, commercial model, financial bid format and other terms and conditions is available at the Government of Haryana e-tendering portal and on the HAFED website.

The tender document fee shall be ₹1,000/- plus e-service/processing fee of ₹1,000/-, both non-refundable. The online tender shall be accompanied by an Earnest Money Deposit of ₹10,00,000/- as prescribed in the tender document.

The Technical Bids shall be opened on **07.09.2026 at 11.00 AM** HAFED Corporate Office, Sector-5, Panchkula, Haryana, in the presence of bidders or their authorized representatives who may wish to remain present. The Financial Bids of only technically qualified bidders shall be opened subsequently, and the date and time for the same shall be intimated separately.

HAFED reserves the right to accept or reject any or all bids, annul the tender process, modify the terms, seek clarifications, or negotiate as per applicable Government of Haryana/HAFED guidelines, without assigning any reason.

**Managing Director  
HAFED, Panchkula**

## Detailed Notice Inviting Short Term e-Tenders

1. **The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single eProcurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-tender. **He/ She will be required to make online payment of required EMD in due course of time. The intended parties fail to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.**
3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates **and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>**
4. The interested bidders shall have to pay mandatorily Processing Fee (under document fee – Nonrefundable) of Rs.1,000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee (Rs.1,000/-) and Processing Fee (Rs.1,000/-) can be made by eligible bidders online directly through Debit Cards & Internet Banking.

Note: Bidders are advised to complete registration, fee payment, EMD payment and bid submission well before the closing date and time. HAFED shall not be responsible for any delay, failure or inability of the bidder to submit the bid due to portal issues, payment failure, internet connectivity, digital signature issues or any other technical reason.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:

## Key Dates

| S.N. | Party Stage                                                                                                                                                                                                                                                                                    | Date & Time                                                       |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| 1    | (i) Downloading of Tender document /<br>Online bid preparation.<br><br>(ii) Online directly transfer of funds of <b>Rs.2,000/-</b> through online directly through Debit Cards & Internet Banking Accounts (Tender document fee Rs.1,000/-, Processing Fee Rs.1,000/-) and required <b>EMD</b> | <b>14.08.2026 from 06:30 PM<br/>to<br/>03.09.2026 to 04:00 PM</b> |
| 2    | <b>Submission of online Bid</b>                                                                                                                                                                                                                                                                | <b>14.08.2026 from 07:00 PM<br/>to<br/>07.09.2026 to 10:00 AM</b> |
| 3    | <b>Submission of supporting/Additional documents</b>                                                                                                                                                                                                                                           | <b>07.09.2026 upto 04:00 PM</b>                                   |
| 4    | <b>Opening of Technical Bid</b>                                                                                                                                                                                                                                                                | <b>07.09.2026 at 11:00 AM</b>                                     |
| 5    | <b>Opening of Financial Bid</b>                                                                                                                                                                                                                                                                | <b>Will be informed.</b>                                          |

*Note: Bidders are advised to visit and inspect the plant, machinery, utilities, cold store, laboratory, packaging line and associated infrastructure before submission of bid. Submission of bid shall be deemed to mean that the bidder has understood the condition, scope and commercial potential of the facility.*

### Important Note:

- 1) The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Bidder must confirm & check application/bid status after completion of all activities for e-bidding.
- 3) Bidder can rework on their bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

## **INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM**

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

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

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

### **2. Obtaining a Digital Certificate:**

- 2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Postmaster / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
- 2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4** The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders

as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

**2.7** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

**2.8** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of Hafed.

**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 NIC or downloaded from the home page of the website – <https://etenders.hry.nic.in> the link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

**4. Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>

**5. Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.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. Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):**

**7.1 Online Payment of Tender Document Fee + Processing fee:** The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

## 7.2 **PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:**

- (i) Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted / uploaded for technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
- (iii) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

## 8. **ASSISTANCE TO THE BIDDERS**

For queries on Tenders Haryana Portal, Kindly Contact

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

[Tel:-0120-4200462,0120-4001002](tel:0120-4200462,0120-4001002)

Mobile:88262-46593

Email:-support.etender@nic.in

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

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

### **Timing:**

Technical support assistance will be available over telephone Monday to Friday (9:00am to 5:30pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the contractors)

**Note:** Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to e- payment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their quires if there is any pertaining to the online bidding and the single e-Procurement portal at email address:-

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

**NOTE:-**

**(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>**

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

**(Online Payment Guidelines)**

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

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee + Processing fee & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT or Over the Counter (OTC) **Operative Procedures for Bidder Payments**

**A) Debit Card**

**The procedure for paying through Debit Card will be as follows:**

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment.
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal.
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
- (ix) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp.



- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **B) Net Banking**

**The procedure for paying through Net Banking will be as follows: (i)**

Bidder selects Net Banking option in e-Procurement portal.

- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database along with the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **C) RTGS/ NEFT**

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.



1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it will generate a Challan.
3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

### **RTGS / NEFT Payment Procedure**

The bidder shall be required to take a print of the challan and make the RTGS / NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/PSUs Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e., the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Tech process intermediary Department/PSUs Escrow Security Deposit A/c.

### **D) Over the Counter (OTC)**

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is  $\leq$  Rs. 49,999), Demand Draft or SBI Bank Cheque.

#### **The procedure for paying through OTC mode is as follows:**

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on "Continue" Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on Print Challan" and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.

- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e-Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system updates the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting the tender.

# THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED

Corporate office, sector 5, Panchkula Haryana (India)

Tel: 2590520-24, E. Mail: addlgmp@gmail.com

Web-site: www.hafed.gov.in

**Selection of Private O&M-cum-Marketing Partner for Operation, Maintenance, Procurement, Production, Branding, Sales and Marketing of HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Store at Radaur, District Yamuna Nagar, Haryana**

**Proposed Model: Lease-cum-Revenue Sharing**

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[www.hafed.gov.in](http://www.hafed.gov.in)

**PART I: INSTRUCTIONS TO BIDDERS**

**1. General**

HAFED invites online bids from eligible bidders for selection of a Private O&M-cum-Marketing Partner for operation and commercial management of the HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Storage at Radaur, District Yamuna Nagar, Haryana, under a Lease-cum-Revenue Sharing model.

The selected partner shall take over the facility for end-to-end operation, maintenance, procurement, production, quality control, branding, sales, marketing and commercial management, subject to the terms of this tender document and the agreement to be executed with HAFED.

The selected partner shall procure raw material at its own cost, operate and maintain the plant, manufacture and market approved products, comply with all statutory and food-safety requirements, preserve HAFED's assets, and pay to HAFED the accepted lease rent and revenue share as finalized in the tender.

The selected O&M-cum-Marketing Partner shall be responsible for:

1. Operating and maintaining the complete plant, utilities, laboratory, cold store, packaging lines and associated infrastructure.
2. Procuring turmeric fingers, ginger, spices and other required raw materials at its own cost, unless specifically supplied by HAFED under a separate written arrangement.
3. All material handling operations, Producing, processing, packing, certifying, branding, marketing and selling turmeric essential oil, turmeric hydrosol, turmeric powder, ginger essential oil, ginger powder, whole spices, blended spices and other value-added products from the facility.
4. Paying HAFED the minimum guaranteed lease rent and sharing the agreed percentage of gross revenue as finalized in the tender.
5. Ensuring proper operation and maintenance of the HAFED plant, maintaining product quality, preserving the assets of HAFED, and complying with all applicable statutory, regulatory, food safety, labour, environmental and other legal requirements.

**DEFINITIONS AND INTERPRETATION: -**

Wherever used in this contract and / or in any of the Annexure hereto, unless the context shall otherwise require, the following terms shall have the following meanings.

-

“Bidder” means any eligible legal entity, including a company, firm, cooperative, producer company, processor, exporter, distributor, private label/white label operator, EPC contractor for similar plants, or consortium, submitting a bid in response to this tender.

“Selected Partner” or “O&M-cum-Marketing Partner” means the bidder selected by HAFED for operation, maintenance and commercial management of the facility under the Lease-cum-Revenue Sharing model.

“Contract” or “Agreement” means the tender document, accepted bid, Letter of Award, agreement executed between HAFED and the Selected Partner, and any written amendments agreed by the parties.

“Facility” or “Plant” means the HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Store at Radaur, District Yamuna Nagar, Haryana, including plant, machinery, utilities, laboratory, packaging lines, cold store and associated infrastructure.

“HAFED” means The Haryana State Cooperative Supply and Marketing Federation Limited.

“Gross Operating Revenue / Net Sales” shall have the meaning assigned in the commercial model and financial bid section of this tender document.

#### Key Bid Information

| S. No. | Particulars                     | Details                                                                                                                                                                                                                                                                             |
|--------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | <b>Name of Facility</b>         | HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Storage at Radaur, District Yamuna Nagar, Haryana                                                                                                                                                            |
| 2      | <b>Nature of Contract</b>       | Selection of a private O&M-cum-Marketing Partner to operate and commercially manage the entire facility on an end-to-end basis, including procurement of raw material, operation and maintenance, production, quality control, statutory compliance, branding, sales and marketing. |
| 3      | <b>Proposed Contract Period</b> | Six years, extendable by a further period of three years on satisfactory performance and mutual consent, subject to approval by HAFED.                                                                                                                                              |
| 4      | <b>Commercial Model</b>         | Fixed Annual Lease Rent quoted by the bidder plus Revenue Share on Gross Operating Revenue / Net Sales.                                                                                                                                                                             |
| 4.a    | <b>Minimum Revenue Share</b>    | Minimum Revenue Share, the bidder shall quote revenue share of not less than 0.75% of Gross operating Revenue / Net Sales.                                                                                                                                                          |

| S. No. | Particulars                                    | Details                                                                                                                                                                                                                                                                                                                                            |
|--------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.b    | <b>Ramp-up Mobilization Period</b>             | Four-month ramp-up/mobilization period from date of handover or date of commercial production whichever is earlier. No fixed lease rent shall be payable during this period. Revenue share shall be payable on actual sales, if any.                                                                                                               |
| 4.c    | <b>Financial Evaluation</b>                    | H1 shall be determined on the basis of the highest evaluated annual financial offer, combining Annual Lease Rent and the value of quoted Revenue Share considering 75% capacity utilization.                                                                                                                                                       |
| 5      | <b>Bid System</b>                              | Two-cover bid system comprising: <b>Technical Bid</b> and <b>Financial Bid</b> .                                                                                                                                                                                                                                                                   |
| 6      | <b>Earnest Money Deposit / Bid EMD</b>         | ₹10.00 lakh to be deposited through RTGS/NEFT in favour of “ <b>The Haryana State Cooperative Supply &amp; Marketing Federation Limited (HAFED)</b> ”. Eligible Micro and Small Enterprises (MSMEs) registered in India under valid Udyam Registration / NSIC shall be eligible for exemption from Earnest Money Deposit, as per Government rules. |
| 7      | <b>Security Deposit / Performance Security</b> | The successful bidder can submit security deposit amount of Rs. 25 Lakh in the form of Demand Draft or Bank Guarantee issued by scheduled bank in favour of HAFED.                                                                                                                                                                                 |
| 8      | <b>Bid Validity</b>                            | 90 days from the bid due date.                                                                                                                                                                                                                                                                                                                     |

Note: HAFED reserves the right to modify, accept, reject or negotiate the commercial model, contract period, security deposit, revenue sharing mechanism and other terms in accordance with the tender conditions and its administrative/commercial requirements.

## 2. Background and Project Rationale

- a HAFED has established a modern Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Storage at Radaur, District Yamuna Nagar, Haryana. HAFED now intends to engage a suitable private O&M-cum-Marketing Partner under a Lease-cum-Revenue Sharing model for independent operation, maintenance and commercial management of the entire facility.
- b The selected partner shall be expected to manage the facility on an end-to-end basis, including raw material procurement, working capital arrangement, plant operation and maintenance, statutory and food safety compliances, quality control, packaging, branding, B2B sales, private label/white label production, retail market access, export linkages and professional operations management.
- c The Radaur facility has significant strategic and commercial value as it integrates turmeric essential oil extraction, turmeric powder production, multi-spice processing, packaging, laboratory support and cold storage within a single facility.



This integrated infrastructure provides an opportunity for diversified product development, value addition and market expansion.

- d Although the facility has been primarily designed for turmeric essential oil and turmeric-based products, it may also be utilized for production of other essential oils and value-added products such as ginger oil, ginger powder, orange peel oil, hydrosols, steam-processed spice powders, blended spices and related natural ingredient products, subject to technical feasibility and applicable regulatory compliances.
- e The facility offers strong potential for targeting multiple market segments, including essential oil importers, natural ingredient companies, aromatherapy brands, cosmetic ingredient distributors, spice extract companies, institutional buyers, retail brands, private label buyers, exporters and B2B ingredient customers.
- f Through the proposed arrangement, the private operator can quickly launch commercially viable product lines such as B2B turmeric essential oil, other essential oils, hydrosols, turmeric powder, ginger powder, blended spices, private label packs, white label products and bulk ingredient sales. At the same time, HAFED shall earn assured lease revenue along with performance-linked revenue share, while ensuring productive utilization of the plant and strengthening its presence in the spices and natural products value chain.

### 3. Asset and Product Profile

| Asset / Section               | Indicative Capacity / Description                                                          | Commercial Use/Output products                                      |
|-------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Turmeric Oil Extraction Plant | Approx. 3 TPD dry turmeric input, subject to technical parameters and raw material quality | Turmeric essential oil, hydrosol, post-distillation turmeric powder |
| Turmeric Powder Section       | Approx. 2.2 TPD output basis                                                               | Steam processed turmeric powder, retail and bulk powder             |
| Multi-Spices Processing Plant | Approx. 2 TPD                                                                              | Whole spices, powdered spices, blended spices, masala SKUs          |
| 100 MT Cold Store             | Cold storage for raw material/finished products                                            | Raw material conditioning, spice storage, toll storage if permitted |
| Laboratory                    | In-house testing and sampling support                                                      | Quality release, batch records, buyer documentation                 |
| Utilities                     | Boiler, cooling tower, electrical systems, DG set and allied infrastructure                | Continuous production and essential oil extraction                  |

### 4. Commercial Model

- Lease Rent Payable quarterly in advance on a fixed date every quarter /year.
- Revenue Share: Payable quarterly/yearly on Gross Operating Revenue as defined in the agreement assuming 75% capacity utilization.
- Escrow / Designated Collection Account: To improve transparency, all sale proceeds of the Spices, Turmeric Essential Oil, Hydrosol or any other Product from Hafed Turmeric Plant, Radaur by the selected partner will be routed through an Escrow Account of the agreed bank account with reporting rights to HAFED.

- A ramp-up/mobilization period of four months or start of commercial production and its sales whichever is earlier shall be allowed from the date of handover of

the facility. During this period, the selected partner shall undertake plant readiness checks, minor repairs, O&M preparation, manpower deployment, statutory compliance alignment, raw material procurement planning, production trials, branding/packaging preparation and market development activities. No fixed lease rent shall be payable during the four-month ramp-up period; however, utilities, consumables, manpower, repairs and other operational expenses shall be borne by the selected partner. Revenue share shall be payable during the ramp-up period only on actual sales, if any. The moratorium shall not exempt the selected partner from maintaining the plant, complying with safety/statutory requirements, or achieving agreed mobilization milestones.

- Annual Escalation: Fixed lease rent will increase by 5% annually.
- Audit Right: HAFED shall have the right to inspect books, GST returns, e-way bills, invoices, batch registers and stock records relevant to the plant operations.

## **5. Responsibilities of HAFED**

- Hand over the facility on as-is-where-is basis with joint inventory and condition report.
- Provide available plant drawings, equipment manuals, previous SOPs, warranties, statutory records and existing licenses, if any.
- Permit the selected partner to use all the facility components, office, lab, for the commercial production during the contract period.
- Facilitate transfer/endorsement of applicable licenses or issue authorizations required for operation, wherever legally permissible.
- Approve HAFED brand usage, label designs, product specifications and private-label arrangements within a defined turnaround time.
- Nominate a nodal officer for smooth operations and ensuring the PPP contract conditions are diligently followed by both the parties, inspections, approvals and dispute resolution.

Retain ownership of land, building, installed plant, machinery and permanent infrastructure

## **6. Responsibilities of Selected Partner**

- Operate the plant as an independent commercial operator without creating any ownership, tenancy or permanent right over HAFED assets beyond the contract rights.
- Bear all operating expenses, manpower cost, raw material cost, packaging cost, consumables, testing, routine maintenance, marketing, logistics, distribution and statutory compliance costs unless specifically excluded.

- Pay lease rental, revenue share, utility reimbursements and any other amounts due to HAFED within prescribed timelines.
- Maintain all assets in good working condition, fair wear and tear excepted, and return the plant at contract end in operable condition as per complete inventory list of machines, equipments, stored etc.
- Comply with all labour laws and ensure that no employee/worker of the operator claims employment or absorption in HAFED.
- Ensure all product claims, labels, marketing materials and advertisements are lawful and pre-approved where HAFED brand is used.
- Maintain insurance for manpower, stock, product liability, public liability and other insurable risks; HAFED may separately insure fixed assets.

## 7. Suggestive Product Strategy and Low-Hanging Fruit for Immediate Launch

| Sl. No | Product / Segment                          | Product Strategy                                                                                                         | Target Buyer                                                                                                |
|--------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1      | Bulk Turmeric Essential Oil                | Highest-value niche ingredient; initial B2B, white level sales can begin.                                                | Essential oil distributors, aromatherapy brands, cosmetic ingredient buyers, natural product manufacturers. |
| 2      | Turmeric Hydrosol                          | By-product with low-cost monetization potential; can be sold in bulk to cosmetics, wellness and cleaning product makers. | Skincare formulators, spas, hydrosol distributors, herbal product companies.                                |
| 3      | Steam Processed / Premium Turmeric Powder  | Easier domestic launch and institutional sales; can be positioned on quality and hygienic processing.                    | Retail, institutional buyers, spice exporters, private-label brands.                                        |
| 4      | Other Essential Oils, hydrosol and powders | Can leverage similar buyer base and other essential oils demand; subject to technical trial and raw material economics.  | Natural ingredient importers, food/flavour houses, nutraceutical and wellness companies.                    |
| 5      | Whole and Powdered Spices                  | Immediate capacity utilization and retail/private label opportunity.                                                     | Distributors, modern trade, HAFED channels, institutional buyers.                                           |
| 6      | Private Label / White Label Packs          | Rapid offtake through existing market players without heavy HAFED marketing spend.                                       | Spice brands, organic/natural brands, e-commerce sellers, exporters.                                        |

### 1. Performance Standards and KPIs

| Area | Minimum KPI / Requirement | Monitoring |
|------|---------------------------|------------|
|------|---------------------------|------------|

|                      |                                                                                                |                                             |
|----------------------|------------------------------------------------------------------------------------------------|---------------------------------------------|
| Mobilization         | Plant takeover, manpower deployment and trial production within 45 days of agreement.          | Mobilization report.                        |
| Capacity Utilization | Year 1: minimum 50%; Year 2 onward: minimum 70%, subject to market demand and plant condition. | Monthly production report.                  |
| Revenue Payment      | Lease and revenue share paid within due dates.                                                 | Bank statement, invoice and reconciliation. |
| Maintenance          | Preventive maintenance calendar followed; breakdown report within 24 hours.                    | Maintenance log.                            |
| Compliance           | All required statutory compliances.                                                            | Compliance register.                        |
| Marketing            | Minimum buyer outreach, sampling, trade portal listing and distributor engagement milestones.  | Monthly marketing report.                   |
| Audit                | Quarterly Raw material, Finished Goods stocks & sold stocks and revenue reconciliation.        | Joint audit minutes.                        |

## 8. Eligibility Criteria

The Bidder shall meet the following minimum eligibility criteria:

### 8.1 Relevant Experience

The Bidder must have at least three years' experience in any one or more of the following areas:

- a. The Bidder must have relevant experience in one or more areas such as agro processing, food processing, spices processing, manufacturing, trading or marketing, essential oils, natural extracts, oleoresins or related natural ingredient products. Experience in distribution networks, retail sales, institutional sales, e-commerce operations, private label or white label manufacturing, packing or marketing shall also be considered relevant. Further, experience in agri-logistics, export marketing of agro, food, spice, essential oil or natural ingredient products, or EPC/turnkey execution/operation support for similar agro-food processing, spices, essential oil or allied processing plants shall also be acceptable for fulfilling the eligibility requirement.
- b. Consortium participation shall be permitted. The maximum number of consortium members shall be limited to **three (3)**. The consortium shall nominate one member as the **Lead Member**, who shall be authorized to represent the consortium for the tender and contractual purposes. The technical and/or financial eligibility criteria may be fulfilled by the Lead Member or by any one consortium member, subject to submission of a valid Consortium Agreement /

Authorization. All consortium members shall be jointly and severally responsible for performance of the contract.

## **8.2 Financial Eligibility**

The Bidder shall have an average annual turnover of at least ₹5.00 crore during the last three financial years. The turnover of Rs. 2 Crores for MSME's companies in India subject to full filling of all the eligibility criteria and other terms and conditions mentioned in the tender document. For non MSME bidders, the existing turnover requirement shall remain unchanged unless otherwise specifically amended. In-case of consortium, the turnover requirement may be by the Lead Member or any on Consortium member.

The Bidder should have been profitable during the last three financial years and should have adequate positive net worth. HAFED may seek additional documentary proof, if required, to satisfy itself regarding the financial capacity of the Bidder.

## **8.3 Non-Blacklisting**

The Bidder should not have been blacklisted, debarred or banned by any Central Government department, State Government department, public sector undertaking, cooperative institution, statutory authority, government agency or financial institution in India.

A self-attested undertaking to this effect shall be submitted by the Bidder

## **8.4 Tender Document**

The original/downloaded tender document shall be duly filled, signed and stamped on all relevant pages by the Bidder or its authorized representative, as token of acceptance of the tender terms and conditions.

## **8.5 Statutory and Financial Documents**

The Bidder shall submit self-attested copies of the following documents:

- a. Audited Balance Sheets / Financial Statements for the last three financial years;
- b Any other statutory registration applicable to the nature of business of the Bidder.

## **8.6 Undertaking for Acceptance of Tender Terms**

The Bidder shall submit an undertaking as per Annexure-2 confirming acceptance of the terms and conditions of the tender document and commitment to comply with the same.

The undertaking shall be submitted on a non-judicial stamp paper of ₹100/-, duly notarized and signed by the Bidder or its authorized representative.

## **8.7 Client List and Experience Proof**

The Bidder shall submit a list of major existing or past clients, along with verifiable documentary proof supporting its eligibility under Clause 8.1 above.

Such proof may include work orders, agreements, completion certificates, client certificates, invoices, purchase orders, GST invoices, export documents, product registrations, sales records, plant operation records, marketing/distribution agreements or any other document considered relevant by HAFED.

The decision of HAFED regarding the validity and acceptability of the documentary proof submitted by the Bidder shall be final and binding.

#### **8.8 Statutory Registration**

The Bidder should be duly registered with the appropriate authorities, including the Income Tax Department, GST Department and any other statutory authority as applicable to its business operations.

#### **8.9 Technical Bid**

The Technical Bid shall be duly filled, signed and stamped by the Bidder or its authorized representative in the prescribed proforma and format given at Annexure-1.

### **9. Financial bid**

The Financial Bids must be submitted in the prescribed format as **Annex- 3**.

### **10. General conditions of contract: -**

The following general conditions shall apply to the tender and the contract to be executed with the successful bidder:

#### **10.1 Submission of Tender**

Tenders received after the prescribed due date and time mentioned in the tender document shall not be entertained and shall be liable to be rejected.

#### **10.2 Completeness of Tender**

Tenders not submitted in the prescribed form, or found incomplete in any respect, or not accompanied by the required documents, declarations, undertakings and supporting evidence, shall be liable to be rejected.

#### **10.3 EMD and Tender Fee**

- a. Tenders submitted without the requisite Earnest Money Deposit (EMD) and cost of tender form/document fee, wherever applicable, shall be rejected outright. Eligible Micro and Small Enterprises (MSMEs) registered in India under valid Udyam Registration / NSIC shall be eligible for exemption from Earnest Money Deposit, as per Government rules.

#### **10.4 Cost of Bid Preparation**

The Bidder shall not be entitled to claim any cost, charge, expense or incidental expenditure incurred in connection with the preparation, submission or participation in the tender process. This shall apply even if HAFED withdraws the tender, modifies the tender process, rejects any or all bids, or cancels the tender without assigning any reason.

### **10.5 Security Deposit / Performance Security**

The successful bidder shall be required to deposit a Security Deposit / Performance Security of ₹25.00 lakh within 10 working days from the date of issue of the Letter of Award by HAFED.

The Earnest Money Deposit already deposited by the successful bidder may be adjusted against the required Security Deposit / Performance Security. The successful bidder shall deposit the balance amount, if any, within the stipulated period.

In case the successful bidder fails to deposit the required Security Deposit / Performance Security within the prescribed time, the EMD shall be liable to be forfeited, and HAFED shall be free to cancel the award and take further action as per the tender terms and applicable law.

**Recovery from Security Deposit:** Hafed is empowered to deduct from the Security Deposit or from any other outstanding amount, any sum that may be fixed by Hafed as being the amount of loss or losses or damages suffered by it due to any material breach in the contract conditions

### **10.6 Deployment of Technical and Competent Staff**

The Bidder shall furnish a list of technical, managerial, supervisory and competent staff proposed to be deployed at site for execution of the scope of work under this tender, along with their qualifications, experience and respective responsibilities.

The selected partner shall ensure deployment of adequate qualified and experienced manpower for plant operation, maintenance, quality control, production, packaging, cold store management, statutory compliance, safety, marketing coordination and overall site management.

### **10.7 Employment of Skilled Manpower**

The selected partner shall employ only expert, skilled, semi-skilled and/or trained personnel, as required for the nature of work. All personnel deployed at site shall be above 18 years of age, medically fit, of sound health and of good conduct.

The selected partner shall be solely responsible for verification of antecedents, identity, conduct and suitability of all persons deployed by it at the facility.

### **10.8 Safety, Labour Law and Site Discipline**

The selected partner shall carry out all operations at the facility with due regard to safety, health, hygiene, sanitation and discipline. The selected partner shall comply with all applicable labour laws, industrial safety norms, factory rules, food safety



norms, environmental requirements and instructions issued by HAFED from time to time.

The selected partner shall ensure proper use of personal protective equipment, safe working practices, accident prevention measures, emergency response procedures and adherence to all safety protocols within the plant, cold store and associated premises.

## **11. Others conditions**

- b. In case the successful bidder proposes to install any new machinery, equipment, or undertake any modification, addition, alteration, or improvement in the plant and diversification into other agri/agro based products during the lease period, the same can be carried out only after obtaining prior written approval from the Competent Authority of HAFED. The cost of such machinery / equipment and modifications shall be borne entirely by the successful bidder. The ownership of the newly purchased and installed machinery/equipment shall remain with the successful bidder during the lease period, subject to maintenance of proper records and compliance with the terms and conditions of the lease agreement. The bidder shall remove such machinery/equipment from the premises with prior approval of HAFED and settlement of all contractual obligations.
- c. The successful bidder will provide and ensure watch and ward arrangement for safety of Turmeric Plant only. The security for Hafed's Godown and Storage Complex will be the responsibility of HAFED.
- d. The statutory approval will be provided by Hafed. However, the successful bidder will help and assist for getting the approvals from the concerned department.
- e. Eligible Micro and Small Enterprises (MSMEs) registered in India under valid Udyam Registration / NSIC shall be eligible for exemption from Earnest Money Deposit, as per Government rules.

## **12. Validity of offer:**

The offer submitted by the Bidder shall remain valid for a period of 90 days from the date of opening of the tender.

During the validity period, no revision, modification, alteration or withdrawal of the tender, including the quoted financial offer/rates, shall be permitted without the prior written consent of HAFED.

In the event the Bidder withdraws its offer, modifies its bid, or fails to honour the terms of the bid within the stipulated validity period, HAFED shall be entitled to forfeit the Earnest Money Deposit (EMD), without prejudice to any other rights or remedies available to HAFED under the tender terms and applicable law.

## **12. Award of Contract:**

- 12.1 Bidders who have failed to full fill earlier contractual obligations shall not be considered.
- 12.2 The order or acceptance resulting from this tender and any amendments to be issued subsequently with its terms & conditions and stipulations in response to this tender or revised offer or any counteroffer will constitute the entire Agreement relating to the tender between the successful Bidder and the HAFED and both parties are bound by the terms and conditions as stipulated in the tender documents.
- 12.3 HAFED reserves the right to cancel any or all tenders without assigning any reason whatsoever.

## **13. Visiting Website of Hafed:**

Bidders are requested to visit Hafed's website, regularly, for keeping updated them regarding issuance of any corrigendum, which shall be published on Hafed's website and Haryana Govt. e tender portal i.e. <https://etenders.hry.nic.in> only.

## **14. Documents to be Uploaded by Bidder**

| S. No. | Document                                                                                           | Submitted Yes/No | Page No. |
|--------|----------------------------------------------------------------------------------------------------|------------------|----------|
| 1      | Covering letter and bid submission form                                                            |                  |          |
| 2      | EMD and tender fee proof                                                                           |                  |          |
| 3      | Legal & Statutory registration documents                                                           |                  |          |
| 4      | Audited financial statements for last three FYs                                                    |                  |          |
| 5      | CA certificate for turnover and net worth with UDIN                                                |                  |          |
| 6      | List of major existing clients & verifiable documentary proof IF any of the eligibility criterion. |                  |          |

| S. No. | Document                                           | Submitted<br>Yes/No | Page<br>No. |
|--------|----------------------------------------------------|---------------------|-------------|
| 7      | Business plan and O&M methodology                  |                     |             |
| 8      | Marketing and export plan                          |                     |             |
| 9      | Compliance and quality plan                        |                     |             |
| 10     | Manpower deployment plan                           |                     |             |
| 11     | Bank solvency / working capital proof              |                     |             |
| 12     | Non-blacklisting undertaking                       |                     |             |
| 13     | Acceptance of tender terms                         |                     |             |
| 14     | Power of attorney / board resolution for signatory |                     |             |
| 15     | Other Documents as specified in tender documents   |                     |             |

#### 15. Contact person:

General Manager (Processing),  
The Haryana State Cooperative Supply & Marketing Federation Limited (HAFED)  
Hafed Corporate Office, Sector-5  
Panchkula-134113 (Haryana)  
Contact: 0172-2590531, 2590520- 26  
E-mail: addlgmp@gmail.com

**THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING  
FEDERATION LIMITED**  
**Corporate office, sector 5, Panchkula Haryana (India)**  
**Tel: 2590520-24, E. Mail: addlgmp@gmail.com Web-site: www.hafed.gov.in**

**PART II**

**Detailed Tender Notice and Terms & Conditions of Contract**

The following detailed terms and conditions shall form an integral part of the tender document and shall be binding on HAFED and the successful bidder upon acceptance of the tender, offer, counter-offer, revised offer, or any negotiated offer arising out of or in consequence of this tender process.

In addition to Part I – Instructions to Tenderers, the following terms and conditions shall govern the contract to be executed between HAFED and the successful bidder.

In the event of any inconsistency, conflict or contradiction between the provisions contained in Part I – Instructions to Tenderers and the terms and conditions contained in this Part II, the provisions of Part II shall prevail to the extent of such inconsistency or conflict.

**ARTICLE 1: SCOPE OF WORK: -**

**1.1 Handover of Plant and Existing Facilities**

The HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Storage at Radaur, District Yamuna Nagar, Haryana, along with the existing plant, machinery, utilities, laboratory, cold store, packaging lines, tools, equipment, records and associated infrastructure, shall be handed over to the successful bidder on “As Is Where Is” basis.

The selected O&M-cum-Marketing Partner shall be responsible for taking over, operating, maintaining and commercially managing the entire facility during the contract period in accordance with the terms and conditions of the tender/contract.

**A. Plant Takeover and Mobilization**

The selected partner shall be responsible for the following:

1. Conducting a joint inventory with HAFED of the plant, machinery, utilities, stocks, spares, tools, laboratory equipment, records and other assets available at the facility.
2. Preparing and submitting a Plant Readiness Report within 45 days from the date of handover, indicating the operational condition of the plant, machinery, utilities, safety systems, laboratory, cold store and other facilities.
3. Deploying adequate qualified and experienced manpower required for safe and efficient operation of the facility, including but not limited to plant manager, production supervisor, boiler operator, electrician, mechanical technician, quality officer, packaging staff, sales/marketing coordinator and other required personnel.

4. Preparing and implementing Standard Operating Procedures, preventive maintenance schedules, production plans, quality control plans, safety protocols and monthly business/operations plans.

#### **B. Procurement and Working Capital**

The selected partner shall arrange and manage all working capital required for operation and commercial exploitation of the facility.

The selected partner shall be responsible for:

1. Procuring turmeric fingers, ginger, spices, packaging material, bottles, pouches, labels, cartons, consumables, chemicals, utilities and other inputs required for operation of the plant at its own cost, unless specifically supplied by HAFED under a separate written arrangement.
2. Ensuring that all raw materials and inputs procured for processing conform to applicable quality and food safety norms, including FSSAI standards, pesticide residue limits, heavy metal limits, aflatoxin limits, moisture standards and other statutory/regulatory requirements.
3. Maintaining proper purchase records, vendor details, incoming quality inspection reports, batch traceability records and stock records.
4. Using the existing FSSAI licence and Spice Board registration/logo, if permitted by HAFED, strictly in accordance with applicable laws, licence conditions and written instructions of HAFED. The selected partner shall be responsible for ensuring compliance with all conditions attached to such licences/registrations.

#### **C. Operations and Production**

The selected partner shall operate and maintain the facility in a professional, safe and efficient manner.

**The scope shall include:**

1. Operation of turmeric essential oil extraction, other technically feasible essential oil extraction, hydrosol collection, turmeric powder processing, spice cleaning/grinding/blending, packaging, cold storage, laboratory and utilities.
2. Production of turmeric essential oil, turmeric hydrosol, turmeric powder, ginger essential oil, ginger powder, whole spices, blended spices, other essential oils and related value-added products, subject to technical feasibility, market demand and applicable regulatory compliances.
3. Maintaining batch-wise production records, oil recovery records, hydrosol quantity records, powder recovery records, raw material consumption records, wastage/rejection records, downtime logs and quality control records.
4. Running the plant at reasonable and commercially viable capacity utilization levels, subject to raw material availability, market demand, working capital availability, technical feasibility and statutory compliances.
5. Carrying out preventive, routine and minor breakdown maintenance of the plant, machinery, utilities, packaging lines, laboratory equipment, cold store and associated infrastructure at its own cost.

6. Major capital replacement or major structural modification shall be governed by the specific provisions of the contract and shall require prior written approval of HAFED, unless the damage or failure is attributable to negligence, misuse or improper operation by the selected partner.

#### **D. Marketing, Sales and Distribution**

The selected partner shall be responsible for developing markets and undertaking sales of the products manufactured/processed from the facility.

The scope shall include:

1. Developing domestic and export markets for turmeric essential oil, other essential oils, hydrosols, steam-processed turmeric powder, ginger powder, whole spices, blended spices, private-label products and other value-added products.
2. Targeting B2B buyers including essential oil importers, aromatherapy brands, cosmetic ingredient distributors, natural ingredient companies, nutraceutical manufacturers, Ayurvedic manufacturers, spice exporters, institutional buyers, private-label brands, retail chains, e-commerce operators and distributors.
3. Developing HAFED-branded, co-branded, private-label or white-label SKUs, as may be commercially suitable and permitted under the contract, with the objective of optimizing plant utilization and revenue generation.
4. Facilitating supply of multi-spices and other suitable products under the HAFED brand in different retail packs for sale through HAFED counters, HARHITH stores and other approved channels, as may be mutually agreed.
5. Participating in trade fairs, buyer-seller meets, B2B portals, export promotion platforms and direct buyer outreach activities at its own cost, unless specific cost-sharing is approved in writing by HAFED.

#### **E. Reporting to HAFED**

The selected partner shall maintain complete transparency in operations and commercial reporting.

The selected partner shall:

1. Submit monthly reports to HAFED covering production, sales, inventory, quality, maintenance, compliance status and revenue share payable.
2. Submit monthly statements of plant-wise/product-wise sales and revenue share payable to HAFED, duly certified/audited in the manner prescribed by HAFED.
3. Submit an annual business plan and product plan for the following year, including proposed production targets, product mix, marketing plan and expected sales.
4. Maintain proper books of accounts, records, registers, invoices and supporting documents relating to plant operations and sales.
5. Permit inspection of the plant, machinery, records, production, inventory, quality systems and accounts by HAFED or its authorized representatives during working hours, with or without prior notice.

## **1.2 Repair, Replacement and Making Good of Defects/Damages**

Without prejudice to the generality of the foregoing, the selected partner shall be responsible for repair, replacement or making good of any defect, damage, loss, breakdown or deterioration caused during the contract period due to negligence, misuse, improper operation, poor maintenance, unauthorized alteration, non-compliance with SOPs, or any act or omission of the selected partner, its employees, workers, agents, contractors or representatives.

The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Contract as if such work and/or items and materials were expressly mentioned in the Contract.

### **1.3 Incidental and Ancillary Works**

Unless specifically excluded under the contract, the selected partner shall perform all such works and provide all such materials, consumables, manpower, tools, equipment, services and support which are not specifically mentioned in the contract but are reasonably required for proper operation, maintenance, production, packaging, quality control, statutory compliance, marketing and commercial management of the facility.

Such incidental and ancillary works shall be deemed to be included in the scope of work as if expressly mentioned in the contract.

### **1.4 Warranty and Responsibility for Workmanship**

The selected partner shall ensure that all repairs, replacements, maintenance works, modifications, additional installations, materials, consumables and services undertaken or supplied by it during the contract period are free from defects in design, engineering, material and workmanship.

Any defect arising from the works, materials or services undertaken by the selected partner shall be rectified by the selected partner at its own cost.

### **1.5 Power, Fuel and Utility Requirement**

The bidder shall clearly indicate in its Technical Bid the estimated power, fuel, water, steam, manpower and other utility requirements proposed to be used for operation of the plant.

The selected partner shall be responsible for economical and efficient use of power, fuel and utilities and shall comply with all applicable safety, environmental and statutory requirements relating to the same.

### **1.6 Damage Due to Negligence**

In case any equipment, machinery, utility, civil structure, electrical system, laboratory equipment, cold store component or other asset fails, gets damaged or becomes non-functional due to negligence, mishandling, improper operation, unauthorized use or misconduct of the selected partner or its operators/workers, the same shall be repaired or replaced by the selected partner at its own cost, to the satisfaction of HAFED.



### **1.7 Amenities and Legal Compliance for Workmen**

The selected partner shall, at its own expense, provide all amenities, facilities, safety equipment, welfare measures and statutory benefits to its workmen, employees and personnel as required under applicable labour laws, factory laws, industrial safety rules and other relevant statutory provisions.

The selected partner shall be solely responsible for compliance with all laws relating to wages, employment, safety, health, insurance, provident fund, ESI, compensation, working conditions and welfare of its employees and workers.

## **ARTICLE -2: QUALITY, COMPLIANCE AND CERTIFICATIONS**

The selected O&M-cum-Marketing Partner shall be solely responsible for maintaining product quality, statutory compliances, certifications, licences, records and regulatory requirements applicable to the operation, production, packaging, storage, sale, marketing and export of products from the HAFED facility.

The selected partner shall ensure the testing of complete raw material and finished goods by in-house lab facilities and NABL Accredited Labs to verify and ensure that the raw materials as well as finished goods are as per the required parameters/specifications.

The produced items shall be delivered / dispatched only after receipt of lab reports for that particular lot/batch.

The selected partner shall be under obligation to replace the supplied goods / items / species / oil /hydrosol, if found below specification / poor quality.

### **2.1 FSSAI and Spice Board Compliance**

HAFED's existing FSSAI licence and Spice Board registration/logo, if applicable and permitted by HAFED, may be used by the selected partner strictly for products manufactured, processed, packed or marketed from the HAFED Radaur facility.

The selected partner shall ensure full compliance with all applicable requirements under FSSAI, Spice Board and other relevant food safety and regulatory authorities. The selected partner shall be responsible for maintaining records, product standards, labelling, testing, renewals, returns, inspections and other compliances required under such licences/registrations.

Use of HAFED's licence, brand name, logo, Spice Board logo or any certification shall be subject to prior approval, applicable rules and written instructions of HAFED.

### **2.2 Product Quality and Testing**

The selected partner shall ensure that all raw materials, intermediate products and finished products conform to applicable quality standards, including standards relating to moisture, pesticide residues, heavy metals, aflatoxin, microbial load, purity, oil recovery, adulteration, packaging safety and other parameters applicable to turmeric oil, hydrosols, turmeric powder, ginger products, whole spices, blended spices and other products manufactured at the facility.

The selected partner shall maintain batch-wise quality control records, laboratory testing records, raw material inspection reports, finished goods testing reports and product traceability records.

### **2.3 Legal Metrology and Packaging Compliance**

The selected partner shall be responsible for compliance with all provisions of the Legal Metrology Act and rules applicable to packaged commodities, including declarations relating to MRP, net quantity, batch number, date of manufacture/packing, best before/use by date, consumer care details, manufacturer/packer details, FSSAI licence number, barcode/QR code, and all other mandatory declarations.

No packaged product shall be released for sale unless the labelling and packaging comply with applicable statutory requirements and have been approved as per the process prescribed by HAFED, wherever HAFED brand or co-branding is used.

### **2.4 GST, Invoicing and Commercial Records**

The selected partner shall comply with all applicable GST and taxation requirements in relation to procurement, production, storage, sale, stock transfer, export and other commercial transactions.

The selected partner shall maintain proper GST invoices, e-way bills, stock registers, sales records, purchase records, inventory records, dispatch records and all other statutory/commercial records required under applicable law and for computation of revenue share payable to HAFED.

### **2.5 Plant, Factory and Safety Compliance**

The selected partner shall be responsible for compliance with all applicable laws, approvals, renewals and safety requirements relating to the operation of the plant, including but not limited to:

- a. Boiler operation and certification;
- b. Factory licence and factory safety requirements;
- c. Fire safety compliance;
- d. Electrical safety compliance;
- e. Pollution Control Board approvals and environmental compliance;
- f. Labour law compliance;
- g. Industrial safety, occupational health and hygiene requirements;
- h. Any other statutory approval, licence, registration or permission required for operation of the facility.

The selected partner shall maintain all registers, certificates, inspection records, test reports and compliance documents and shall produce the same before HAFED or any statutory authority whenever required.

### **2.6 Export Compliance**

In case the selected partner undertakes export of products manufactured or processed from the facility, it shall be responsible for all export-related compliances, documentation and certifications, including but not limited to:

- a. IEC and export registration requirements;
- b. Phytosanitary certificate, health certificate or other product-specific certificates;
- c. Certificate of Origin;
- d. Buyer-specific quality reports and laboratory test reports;

- e. Spice Board/export promotion documentation, wherever applicable;
- f. Customs, shipping, logistics and foreign trade documentation;
- g. Compliance with destination-country standards and buyer specifications.

All export transactions shall be carried out in accordance with applicable Indian laws, foreign trade policy, customs regulations and relevant international/buyer-specific requirements.

## **2.7 Responsibility for Non-Compliance**

Any penalty, loss, claim, rejection, recall, seizure, prosecution, cancellation of licence, suspension of registration, damage to HAFED's reputation, or other consequence arising due to non-compliance, defective quality, mislabelling, unsafe product, unauthorized use of licence/brand/logo, or violation of statutory requirements by the selected partner shall be the sole responsibility of the selected partner.

The losses to Hafed, if any, on account of reasons mentioned above shall be recovered from the selected partner in accordance to the law.

The selected partner shall indemnify and keep HAFED indemnified against all such losses, damages, claims, penalties, proceedings and liabilities.

## **ARTICLE -3: METHOD OF EVALUATION**

### **3.1 Technical Qualification**

Only those bidders who are found technically qualified as per the eligibility criteria and technical evaluation requirements prescribed in the tender document shall be considered eligible for opening of the Financial Bid.

### **3.2 Financial Bid Format**

The Financial Bid shall be submitted strictly in the format prescribed at **Annexure-3**. The Financial Bid shall be complete in all respects and shall not contain any cutting, overwriting, conditional offer or ambiguity.

### **3.3 Non-Conforming Financial Bid**

In case the Financial Bid is not submitted in the prescribed format or is found incomplete, conditional, ambiguous or inconsistent, the bid shall be liable to be rejected. However, HAFED reserves the right to seek clarification or make its own assessment of the financial offer, without changing the substance of the bid, if considered appropriate in the interest of the tender process.

The projected capacity utilization and annual gross revenue sharing potential table at Article-3 (method of evaluation) is only a indicative the date and table is only for the references of the bidders. However, the revenue sharing will be based on actual work done / gross sale by the successful bidder.

### **3.4 Basis of Financial Evaluation**

The successful bidder shall be determined on the basis of the **Highest Evaluated**

### **Evaluation Formula**

**Evaluated Annual Value = Annual Lease Rent + ₹15.00 crore × Quoted Revenue Share %**

Quoted revenue share must be minimum 2.00%.

**Estimated Annual Revenue Share = Assumed Annual Gross Operating Revenue × Revenue Share Percentage quoted by Bidder**

Therefore:

**Evaluated Annual Value = L + (G × R%)**

Where:

| Symbol    | Meaning                                                                                  |
|-----------|------------------------------------------------------------------------------------------|
| <b>L</b>  | Annual Lease Rent quoted by the bidder                                                   |
| <b>G</b>  | Assumed Annual Gross Operating Revenue / Net Sales fixed by HAFED for evaluation purpose |
| <b>R%</b> | Revenue Share percentage quoted by the bidder                                            |

The bidder having the **highest Evaluated Annual Value** shall be ranked as **H1**, subject to technical qualification and HAFED's satisfaction regarding operational, financial and marketing capability.

For the purpose of financial bid evaluation only, HAFED shall adopt a notional Annual Gross Operating Revenue of ₹15.00 crore. This figure shall be used only for comparing financial bids and shall not be treated as assured turnover, guaranteed revenue, minimum production commitment or representation by HAFED. Actual revenue shall depend on capacity utilization, product mix, market prices, raw material availability, working capital, buyer development, branding and operational efficiency.

#### Indicative Revenue Share Potential Table

The DPR gives total sales realization of **₹2,437.20 lakh per annum at full capacity**, including turmeric powder, turmeric oil, chilli, coriander and blended spices. The DPR's sensitivity analysis also shows annual sales of **₹1,218.60 lakh at 50% capacity** and **₹1,706.04 lakh at 70% capacity**.

| Year                    | Planned Capacity Utilization | Indicative Annual Gross Revenue as per DPR | Revenue Share @ 2% Payable to HAFED |
|-------------------------|------------------------------|--------------------------------------------|-------------------------------------|
| Year 1                  | 50%                          | ₹12.19 crore                               | ₹24.38 lakh                         |
| Year 2                  | 70%                          | ₹17.06 crore                               | ₹34.12 lakh                         |
| Year 3 onwards          | 80%                          | ₹19.50 crore                               | ₹39.00 lakh                         |
| Full Capacity Reference | 100%                         | ₹24.37 crore                               | ₹49.46 lakh                         |

Thus, we have considered Rs.15.00 crore as target revenue figure which is almost average of first two years, for a reasonable figure based on which percentage revenue figure can be quoted by the bidder.

**The above table is indicative and based on DPR-derived sales realization. It is provided only to indicate the potential of the facility and shall not be treated as assured turnover, guaranteed revenue, minimum**

production commitment or representation by HAFED. Actual revenue shall depend on raw material availability, product mix, market prices, capacity utilization, buyer development, working capital, branding, sales strategy and operational efficiency.

**Evaluation Table**

| Bidder | Annual Lease Rent Quoted | Revenue Share Quoted | Notional Annual Revenue for Evaluation | Revenue Share Value | Evaluated Annual Financial Offer | Rank |
|--------|--------------------------|----------------------|----------------------------------------|---------------------|----------------------------------|------|
| A      | ₹25.00 lakh              | 2.00%                | ₹15.00 crore                           | ₹30.00 lakh         | ₹55.00 lakh                      | H3   |
| B      | ₹20.00 lakh              | 3.00%                | ₹15.00 crore                           | ₹45.00 lakh         | ₹65.00 lakh                      | H2   |
| C      | ₹35.00 lakh              | 2.50%                | ₹15.00 crore                           | ₹37.50 lakh         | ₹72.50 lakh                      | H1   |

In this example, Bidder C becomes H1 because the combined evaluated annual value is highest.

### **Important Safeguard Clause**

#### **3.5 Commercial and Technical Capability Safeguard**

The bidder shall not be selected purely on the basis of the highest evaluated financial offer if, in the opinion of HAFED, the bidder lacks adequate processing capability, working capital strength, marketing network, technical manpower, statutory compliance capacity, or operational experience required for successful running of the plant. HAFED reserves the right to assess the overall capability of the bidder before award of contract, even after opening of the Financial Bid.

The bidder offering the highest Evaluated Annual Financial Offer shall be ranked H1, subject to technical qualification, due diligence, and HAFED's satisfaction regarding the bidder's operational, financial and marketing capability.

## **ARTICLE -4: ACCEPTANCE OF TENDER AND AWARDING OF CONTRACT**

On acceptance of this tender/offer or revised offer or counter offer either by the tenderer or by the HAFED as the case may be the terms and conditions contained in this part will also constitute a contract between the parties i.e. HAFED, a Society incorporated under the Cooperative Societies Act,1984 having its **Corporate office, sector 5, Panchkula Haryana (India)** hereinafter "HAFED" which expression shall unless repugnant to the context or of the meaning thereof be deemed to include its Lawful successors, administrators and assignees of the one part.

AND,

M/s -----in the state of \_\_\_\_\_ hereinafter called the “CONTRACTOR” which expression shall unless repugnant to the context or the meaning thereof be deemed to include the Tenderer’s Lawful successors, administrators and assignees of the other part.

The work will be required to be done in accordance with the scope and schedule of work as per tender document.

## **ARTICLE -5: CONCESSION / O&M-CUM-LEASE AGREEMENT**

- **Nature of Rights:** The agreement shall grant only a contractual right to operate and commercially use the plant for approved purposes during the contract period. It shall not create ownership, tenancy, permanent leasehold right or interest in land/building beyond the agreement.
- **Brand and Product Approval:** Use of HAFED name, logo, labels or product claims shall be subject to prior written approval. Private-label or co-branding may be permitted with HAFED approval and with clear responsibility for quality and buyer obligations.
- **Subletting:** The selected partner shall not sublet the facility. It may appoint distributors, dealers, logistics agencies, sales agents and contract staff in the ordinary course of business while retaining full responsibility.
- **Audit and Information Rights:** HAFED shall have access to records necessary to verify production, sales, inventory and revenue share. Failure to provide records shall be treated as breach of contract.

## **ARTICLE 6: INVENTORY, ACCOUNTING AND REVENUE REPORTING**

### **6.1 Joint Inventory at Handover**

At the time of handover of the facility, a joint inventory shall be prepared by HAFED and the selected O&M-cum-Marketing Partner covering plant, machinery, utilities, equipment, tools, spares, laboratory equipment, cold store facilities, packaging material, records, existing stock and all other assets available at the facility.

The joint inventory shall be signed by authorized representatives of both parties and shall form part of the handover record.

### **6.2 Ownership of Raw Material Procured by Selected Partner**

Raw materials, packaging materials, consumables and other inputs procured by the selected partner at its own cost shall normally remain the property of the selected partner.

The selected partner shall be responsible for procurement, storage, quality testing, insurance, accounting and utilization of such raw material and inputs.

### **6.3 HAFED-Owned Raw Material**

In case HAFED supplies turmeric, ginger, spices or any other raw material for processing at the facility under a separate arrangement, the ownership, processing terms, pricing, production plan, commission, wastage norms, sale proceeds, branding and payment terms shall be governed by a separate work order, production order or written arrangement issued/approved by HAFED.

The selected partner shall maintain separate records for HAFED-owned raw material, finished goods and sale proceeds, wherever applicable.



#### 6.4 Sales Reporting

All sales made from the facility, particularly sales under the HAFED brand, co-branding arrangement or any arrangement involving HAFED's licence, logo or goodwill, shall be reported to HAFED on an invoice-wise, product-wise and SKU-wise basis.

The selected partner shall maintain complete records of:

- a. Raw material procurement and consumption;
- b. Production and batch details;
- c. Finished goods inventory;
- d. SKU-wise stock movement;
- e. Sales invoices;
- f. Dispatch details;
- g. Returns, rejections and replacements;
- h. Discounts, schemes, credit notes and debit notes;
- i. Revenue share payable to HAFED.

#### 6.5 Accounting and Revenue Share Records

The selected partner shall maintain proper books of accounts and supporting records relating to plant operations, procurement, production, inventory, sales and revenue share payable to HAFED.

The revenue share payable to HAFED shall be computed strictly as per the accepted financial bid and the definition of Gross Operating Revenue / Net Sales, as specified in the contract.

For transparency, the selected partner shall ensure that all transactions related to the plant are properly recorded and are capable of verification by HAFED or its authorized representatives.

#### 6.6 ERP / Online Reporting Access

HAFED may require the selected partner to provide ERP-based or online access for reporting and reconciliation of monthly stock, production, sales and revenue share.

Where such integration is required, the selected partner shall provide necessary access, reports, dashboards or data exports in the format prescribed by HAFED for verification of plant operations, stock position, sales and revenue share computation.

#### 6.7 Monthly and Quarterly Reporting

The selected partner shall submit monthly reports to HAFED covering:

- a. Opening and closing stock;
- b. Raw material procurement and consumption;
- c. Production details;
- d. Batch-wise finished goods details;
- e. Sales and dispatch details;
- f. SKU-wise sales statement;
- g. Revenue share computation;
- h. Quality and compliance status;
- i. Maintenance and downtime details.

HAFED may also require quarterly certification of sales and revenue share computation by a Chartered Accountant. Such certificate shall be submitted by the selected partner in the format and within the timeline prescribed by HAFED.

#### 6.8 Inspection and Audit Rights



HAFED shall have the right to inspect, verify and audit the records, accounts, invoices, stock registers, production records, quality records and revenue share statements maintained by the selected partner.

The selected partner shall provide full cooperation, access to records and necessary explanations to HAFED or its authorized representatives for reconciliation and verification purposes.

#### 6.9 Consequence of Misreporting

In the event of suppression of sales, incorrect reporting, non-disclosure of invoices, manipulation of records, under-reporting of revenue, unauthorized sale of HAFED-branded products, or any discrepancy affecting revenue share payable to HAFED, HAFED shall have the right to recover the due amount along with applicable interest, damages and penalties.

Such act shall also be treated as a material breach of contract and may result in termination of the agreement, forfeiture of security deposit/performance security and other action as per the contract and applicable law.

### **ARTICLE 7: CONTRACT MANAGEMENT, DEFAULT AND TERMINATION**

- HAFED shall appoint a Contract Management Committee / Nodal Officer to supervise implementation.
- Events of default include non-payment of Lease rent, revenue share, unauthorized subletting, brand misuse, unsafe operations, repeated quality failure, asset damage, abandonment, insolvency and statutory violations.
- For curable defaults, HAFED may issue notice with 30 days cure period. Serious defaults may allow immediate suspension to protect assets, brand and public interest.
- Termination for convenience may be allowed with 90 days' notice after lock-in period, subject to settlement of dues and inventory reconciliation.
- On termination/expiry, selected partner shall hand back assets in good working condition, remove its own movable assets after HAFED approval, settle utility dues, labour dues, taxes and revenue share.
- HAFED may encash performance security for unpaid dues, asset damage, penalties or non-handover.

### **ARTICLE 8: DIFFERENCES OR DISPUTES**

#### **Mutual Settlement of Disputes**

Except where otherwise provided for in the contract, all disputes shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultations associating senior executives /nominees of both the parties to dispute.

## **Conciliation**

If the efforts to resolve all or any of the disputes through mutual settlement fail, such disputes shall be referred to the Managing Director, Hafed, whose decision shall be final and binding on the parties. The settlement agreement shall have status and effect of an arbitration award.

## **Arbitration**

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

## **ARTICLE 9: JURISDICTION**

Subject to Article 8 above, it is hereby agreed that all actions at law or suits arising out of or in connection with this contract or the subject matter thereof whether as to construction or otherwise shall be instituted in court of competent jurisdiction at Panchkula/Chandigarh in the State of Haryana, India.

## **ARTICLE 10: FORCE MAJEURE**

In case either of parties fail to full fill, in time, then, respective contractual obligation owing to future event beyond their control like Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, from time to time for performance of such obligation/responsibility shall automatically extended for the period of force majeure. Provided force majeure is established & one party shall inform to the other party for such occurrence but no one party shall blame other party and claim by the Bidder due to force majeure condition, & both parties mutually agree to further course of action.

## **ARTICLE 11: NONE SUBLETTING OF CONTRACT**

The Contractor is barred from any sub-letting of contract of any nature.

## **ARTICLE -12 : POWER OF ATTORNEY**

A person signing the agreement or any documents forming part of the contract on behalf of the bidder shall be responsible to produce a proper power of attorney duly executed and attested by a Notary public under the Notaries Act in his favour stating that he had authority to bind the Bidder in all matters pertaining to the contract including the arbitration clause.

## **ARTICLE -13: CHANGE IN CONSTITUTION**

On the death or retirement of any partner of the successful bidder/Contractor during the lease period completion, and the contractor submits in writing for exiting from the lease terms, HAFED may allow after complete settlement of dues and taking over its the assets after technical due diligence.

## **ARTICLE – 14: NOTICES**

Any notice hereunder may be served on the Bidder/Contractor by registered mail at his last known address. Proof of issue of any such notice will be conclusive of the Bidder/Contractor having been duly informed.

## **ARTICLE - 15: CANVASSING IS PROHIBITED**

Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected.

Any bribe or commission, gift or favors given, promised or offered by or on behalf of the Bidders/Contractor, their partners, agents or servants to any officers, servant or representative of HAFED for obtaining or for the execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability may ensure cancellation of this tender or any other Contracts and also to payment of any loss resulting from any such cancellation. HAFED shall be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other Contracts. Any question or disputes as to whether the Contractors have incurred any liability under this clause shall be settled by HAFED in such manner and on such evidence or information as it may think fit and sufficient, and its decision shall be final and binding.

## **ARTICLE-16: MAINTENANCE OF DISCIPLINE BY THE CONTRACTOR**

The Contractor shall be responsible for strict compliance with all covenants, terms and conditions of the Contract Agreement and the Tender Documents. The Contractor, its representatives, employees, workmen and labour shall conduct themselves in a

disciplined, lawful and orderly manner at all times within the factory premises and its precincts.

The Contractor shall ensure adherence to all rules, regulations, instructions and directions issued by HAFED from time to time relating to the safety, security, sanitation, , health, discipline, upkeep and overall wellbeing of the factory premises.

In the event of any theft, arson, damage to property, misconduct, indiscipline, unlawful activity, antisocial activity or any act prejudicial to the interest, safety, security or reputation of HAFED, committed by the Contractor or by any of its representatives, employees, workmen or labour, HAFED shall have the right to take appropriate action, including termination of the Agreement, forfeiture of security deposit/performance security, recovery of losses/damages, and any other remedy available under the Contract or applicable law.

## **ARTICLE 17 - GOVERNING LAW S AND RIGHT OF INDEMNITY OF HAFED.**

The Contractor shall comply with all laws in force at the place, where the Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold Hafed harmless from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

The Contractor shall indemnify Hafed for all the injuries caused to any person or to public property due to his negligence or to the negligence of his workmen during the performance of contract.

Contractor shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of Haryana State or Central Government or local authority.

The Contractor shall comply with all the provisions of the relevant Statutory Acts and rules framed hereunder particularly in respect of the above unit O & M  
Hafed shall remain indemnified by the Bidder against any claim arising under the payment of Wages Act, or the payment of Bonus, C.P. Fund or Gratuity of Compensation Act arising during the pendency of the contract.

## **ARTICLE 18: CONTRACT DOCUMENT**

A contract arising on acceptance of this tender or in consequence of this tender, Hafed and the Contractor, shall agree to abide by all the terms & conditions of Part I & II of these tender documents as well as the terms and conditions mutually agreed in writing between the parties.

## **ARTICLE 19: COMPLETENESS OF TENDER**

The tender should be complete with all details of illustrative and descriptive literature.

## **ARTICLE 20: SAFETY OF PERSONNEL**

The contractor shall cover all personnel deputed for performance of contract under appropriate insurance scheme.

Hafed shall not be responsible or held responsible or held liable for any damage to person or property that may result during the execution of contract by the contractor.

The contractor has to agree to indemnify Hafed from any or all claims for damages that may result during the execution of Contract by the contractor.

## **ARTICLE 21: PRODUCTS AND SKU**

Turmeric essential oil: bulk 10 ml / 50 ml / 100 ml/1000 ml.

Turmeric hydrosol: bulk 20 L / 200 L; retail 500 ml / 1 L subject to buyer requirement.

Turmeric powder: 100 g, 200 g, 500 g, 1 kg and bulk bags.

Other essential oils, powder and hydrosol as per market demand packaging.

Whole spices: jeera, ajwain, rai, methi dana, cardamom, black pepper, saunf, clove etc.

Powdered spices: chilli, coriander, cumin, dry ginger, black pepper, amchur, rock salt, black salt etc.

Blended spices: garam masala, meat masala, chicken masala, chhole masala, kitchen king, pav bhaji, rajma, sambhar, biryani, jaljeera, raita etc.

## **ARTICLE 22: Indicative process flow**

- Turmeric oil and powder: Raw turmeric receipt → inspection→ cleaning→ shredding/crushing → cage charging →steam distillation → condensation → oil-water separation → oil storage and hydrosol storage → filtration/testing → packing → post-distillation cake handling → drying→ grinding → sieving →Blending→ powder packing → finished goods storage.
- Multi-spices: Raw spice receipt → cleaning→ grinding → sieving → blending/oil mixing where applicable → packing → quality check → finished goods storage

## **ARTICLE 23: OTHER**

Any material changes to product category, brand use, private label arrangement or export contract using HAFED name should require prior approval.

Date:  
Place:

Signature of the Bidder  
Affix Rubber Stamp/Common Seal

**ANNEX -1**
**TECHNICAL BID**

| S.N. | Particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Proof to be uploaded                                                          |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 1    | <p>Legal Status: Company / LLP / Partnership / Cooperative / Producer Company / Proprietorship / Consortium legally registered in India.</p> <p>Consortium participation shall be permitted. The maximum number of consortium members shall be limited to <b>three (3)</b>. The consortium shall nominate one member as the <b>Lead Member</b>, who shall be authorized to represent the consortium for the tender and contractual purposes. The technical and/or financial eligibility criteria may be fulfilled by the Lead Member or by any one consortium member, subject to submission of a valid Consortium Agreement / Authorization. All consortium members shall be jointly and severally responsible for performance of the contract</p>                                                 | Certificate of incorporation, partnership deed, registration certificate etc. |
| 2    | Certificate from the proprietor/partner/firm authorizing firm's representative to sign/participate in opening and negotiation of the tender (signature duly attested).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Self-attested certificate.                                                    |
| 3    | The Bidder must have 3 years relevant experience in one or more areas such as agro processing, food processing, spices processing, manufacturing, trading or marketing, essential oils, natural extracts, oleoresins or related natural ingredient products. Experience in distribution networks, retail sales, institutional sales, e-commerce operations, private label or white label manufacturing, packing or marketing shall also be considered relevant. Further, experience, agri-logistics, export marketing of agro, spice, essential oil or natural ingredient products, or EPC/turnkey execution/operation support for similar agro-food processing, spices, essential oil, cold storage or allied processing plants shall also be acceptable for meeting the eligibility requirement. | Work orders/ client certificates, invoices / related work experience in past. |
| 4    | Original/downloaded tender document duly filled in, signed & stamped by the bidder or his authorized representative.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Copy of certificate be uploaded/ provided.                                    |
| 5    | Bidder should have average turnover of Rs. 5.00 Crores per annum during last three financial years. Rs. 2 Crores for MSME's companies in India subject to full filling of all the eligibility criteria and other terms and conditions mentioned in the tender document. In-case of consortium, the turnover requirement may be by the Lead Member or any on Consortium member.                                                                                                                                                                                                                                                                                                                                                                                                                     | Last three years Audited balance sheet duly certified by CA.                  |



| S.N. | Particulars                                                                                                            | Proof to be uploaded                             |
|------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 6    | Bidder must Not blacklisted/debarred by any Government/PSU and no material criminal proceedings affecting performance. | Self-attested undertaking be provided/ uploaded. |

Consortium may be permitted where one member has processing/O&M experience and another member has sales/export/marketing capability. The lead member shall hold at least 51% responsibility and shall be jointly and severally liable with consortium members

Signature with seal of Bidder

**ANNEX-2**

**UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-.**

**Tender ID**

**Date of opening:**

I/ We M/s \_\_\_\_\_ hereby declare that:

1. I/ we am/are agency engaged in business of \_\_\_\_\_ have examined the above-mentioned tender document including amendment/ corrigendum (if any) the receipt of which is hereby confirmed.
2. I/ we do hereby offer for appointment AGENCY as a Private O&M-cum-Marketing Partner for Operation, Maintenance, Procurement, Production, Branding, Sales and Marketing of HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Storage at Radaur, District Yamuna Nagar, Haryana on Lease-cum-**Revenue Sharing**
3. I/we have quoted rates /percentage of service charges inclusive of all statutory taxes, charges & compliances i.e. EPF, ESI, etc. as applicable.
4. I/ we agree to abide by my/our offer for a period of 90 days from the date of opening of the tender.
5. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
6. I/we agree for the all clauses and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
7. I/ we have necessary licenses/ authorizations for the providing of said services.
8. I/We declare that we have necessary infrastructure and enough man power for Operation, Maintenance, Procurement, Production, Branding, Sales and Marketing of HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Storage.

Also, manpower to cater to any additional need of Client on short notice, if any such need arises in the tenure of the contract.

9. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. shall be immediately brought to the notice of client. In such case the continuing Partner(s), Administrator, permitted assigns shall be responsible to meet the liabilities under this tender/contract.

10. The tender document has been downloaded from the official website for bidding purpose is a true copy of the original.
11. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past 3 years by any Government/ private institution. If there is any such case of blacklisting / unsatisfactory service, please attach the details of the same.
12. I/we also certify that that there is no vigilance/ CBI case pending against the Bidder firm/ Agency/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm. If there is any case, please attach the details of the same.
13. I/we also certify that that there is no pending case for payment/ civil liability pending against us in any of the courts. If there is any case, please attach the details of the same.
14. I/We hereby undertake that the above-mentioned information is correct to the best of my knowledge and belief and nothing has been concealed deliberately / inadvertently. In case any of the above information is found to be false, the Institute reserves the right to cancel the tender at any stage even after the award of the tender, without assigning any reason thereof.

**Signature of the Bidder**

**Name & Address with stamp**

### Annex-3

#### FINANCIAL BID

Name of tenderer/Bidder: - \_\_\_\_\_

Address: - \_\_\_\_\_

**Sub.: Private O&M-cum-Marketing Partner for Operation, Maintenance, Procurement, Production, Branding, Sales and Marketing of HAFED Turmeric, Essential Oil, Spices Processing Plant and 100 MT Cold Storage at Radaur, District Yamuna Nagar, Haryana**

**Proposed Model: Lease-cum-Revenue Sharing**

| Component                                                             | Bidder Quote                       |
|-----------------------------------------------------------------------|------------------------------------|
| Lease Rent per Year excluding GST if applicable                       | Rs. _____                          |
| Revenue Share payable to HAFED<br>Gross Operating Revenue / Net Sales | _____ % of Gross Operating Revenue |

- For the purpose of Revenue share calculation an estimated annual turnover of R.15.00 Crore at 100% capacity will be assumed Year 1: minimum 50%; Year 2 onward: minimum 70%, subject to market demand and plant condition

#### **Notes:**

- 1) Payable irrespective of sales after ramp-up concession, or moratoriums period if any.
- 2) Net Sales may exclude GST, returns, discounts and freight charged at actual.
- 3) Electricity, fuel, water and consumables will be directly payable by operator.
- 4) Bidder should quote the most competitive rates.
- 5) The rate must be written both in words and figures. There should be no erasures and or over writings, correction, if any, should be made clearly and initialed with date. In case if there is variation observed in the rates in between words & figures, the words shall be considered.

Signature with seal of Bidder

(In token of acceptance of above)

## **Annex-4**

### **PROPOSED BUSINESS PLAN**

| <b>Area</b>                                                              | <b>Bidder Proposal</b> |
|--------------------------------------------------------------------------|------------------------|
| Products launch plan (first 90 days & Year 1)                            |                        |
| Raw material procurement strategy                                        |                        |
| Sales & marketing plan (domestic, export, private label / institutional) |                        |
| Expected capacity utilization                                            |                        |

**Signature of the Bidder**

**Name & Address with stamp**

**Annex-5**
**MANPOWER DEPLOYMENT PLAN**

| <b>Position</b>                        | <b>Qualification / Experience</b> | <b>Number</b> | <b>Deployment Timeline</b> |
|----------------------------------------|-----------------------------------|---------------|----------------------------|
| Plant Manager                          |                                   |               |                            |
| Production Supervisor                  |                                   |               |                            |
| Quality / Lab Officer                  |                                   |               |                            |
| Skilled operators<br>(Plant operation) |                                   |               |                            |
| Boiler / Utility Operator              |                                   |               |                            |
| Maintenance Staff                      |                                   |               |                            |
| Packaging Staff                        |                                   |               |                            |
| Sales / Marketing Team                 |                                   |               |                            |
| Accounts / Inventory Staff             |                                   |               |                            |
| Others                                 |                                   |               |                            |

**Signature of the Bidder**
**Name & Address with stamp**