



Issued By:
HARYANA AGRO INDUSTRIES CORPORATION LIMITED
Bay No-15-20, SECTOR-4, PANCHKULA, HARYANA – 134108

Request for Proposal

Short term E-tender for empanelment of Miller for Processing, Sorting, Grading, Repacking of Raw Pulses into Processed Pulses as per FSSAI specifications and further transportation at location specified by Haryana Agro Industries

Tender No.- HAICL/Proc-Milling/2024-06-001

(E-Tendering Website: <https://etenders.hry.nic.in>)

E-Tender is invited for empanelment of miller for Processing, Sorting, Grading, Repacking of Raw Pulses into Processed Pulses as per FSSAI specifications and further transportation at location specified by Haryana Agro Industries for a duration of one year which can further be extended to 01 year after approval of competent authority, HAICL), to fulfil the demand of Har-Hith Franchisee and institutional clients under Public Private Partnership Mode, under two cover system i.e., Request for Pre-Qualification/Technical Bid (online Bid under BQQ /Technical Envelope) and Request for Financial Bid (comprising of Price bid Proposal under online available Commercial Envelope).

Table of Contents

Sn.	Particular	Page No.
1.	Introduction	5
2.	Objective/Purpose of RFP	6
3.	Scope of Work	6
4.	Project Implementation and other Terms & conditions	6
5.	Delivery Terms & Conditions	8
6.	Packing Labelling and Quality Parameters	9
7.	Eligibility Criteria for Technical Bid	10
8.	<u>Financial Bid Qualification</u>	12
9.	Contract Period and Contract Execution	12
10.	Acceptance/Rejection of Offer	13
11.	Dispute Resolution/Arbitration	13
12.	Validity of offer	14
13.	Termination by Default	14

14.	Signing of Contract	14
15.	Notification of Award of Contract	15
16.	EMD and Security Deposit	16
17.	Submission of Bids	17
18.	Penalty and LD Clauses	18
19.	Key Dates	18
20.	Online Payment of Tender Document Fee, eService fee & Bid Preparation & Submission (POQ/Technical & Commercial Price Bid)	22
21.	Preparation & Submission of online Applications/Bids	23
22.	Assistance to the Bidder	23
23.	Online Payment Guideline at e-Procurement Portal of Government of Haryana	24
23.1	Annexure-1(Quality Parameters of Processed Pulses)	28
23.2	Annexure-2 (Vendor Undertaking Regarding Accepting Terms& Conditions)	30
23.3	Annexure-3 (Affidavit related to Balance Sheet, GST Certification, ITR, PAN Number)	31
23.4	Annexure-4 (No Blacklisting and Litigation Status)	32

23.5	Annexure-5 (Financial Proposal for Bid Quantity)	33
23.6	Annexure-6 (OTR %, By Product % and By Product Rate of different Pulses)	35

A.) DETAILED INFORMATION REGARDING TENDER

1. Introduction/Background

HAICL under the Retail Expansion Project aims to setup 2,000 FMCG retail stores/outlets (1,500 outlets for Rural locations and 500 for Urban Locations) across the 22 districts of Haryana, which will help in boosting the spirit of entrepreneurship and generating favourable employment opportunities. Through these retail outlets, Government will offer best quality products at discounted prices under State-owned brands and further the aim of Haryana Retail policy. Currently running around 930+ stores and increasing at a fast pace.

The Retail Expansion Project further aims to facilitate the achievement of vision 'Atmanirbhar Bharat and Atmanirbhar Haryana' by making people self-reliant by providing them level playing field and making them reap the fruits of a growing Food & Grocery market. The focal point of this scheme is to make the people of the state of Haryana self-reliant and progressive.

As per the approved procurement policy, HAICL conducts e-bid on the portal of M/s Star Agribazaar, M/s NeML and also on Government of Haryana Portal, afterwards purchases the commodity items in prepacked conditions as per FSSAI standards.

Further, In addition to fulfil the demand of Har-Hith franchisee, HAICL also supplies to institutional clients like Jail department, Tourism department, Food & supply department and different district purchase offices of Women and Child Development Department.

By keeping in mind all above points, HAICL, competent authority has decided to do empanelment of miller for Processing, Sorting, Grading, Repacking of Raw Pulses into Processed Pulses as per FSSAI specifications and further transportation at location specified by Haryana Agro Industries, to fulfil the demand of Har-Hith Franchisee and institutional clients under Public Private Partnership Mode.

2. Objectives/Purpose of the RFP:-

This bid is for empanelment of miller for processing, sorting, grading of raw Pulses into Processed Pulses as per FSSAI specifications. Selected miller should have either owned or lease milling facility in Haryana State.

3. Scope of Work: –

- I. Scope of the work included pickup of raw pulses from site specified by HAICL across India and then further processing (as per FSSAI specifications), grading sorting, repacking and thereafter transportation to the designated places.
- II. To get the cost of conversion for milled Pulses including cost of handling, packing, transportation charges to all the specified locations, all duties, all taxes including GST if applicable.

4. Project implementation and other Terms & Conditions: -

- i. HAICL will arrange the stock for milling but selected bidder has to lift raw material from various specified warehouse/ locations across India. Transportation, loading, unloading charges etc., or any other charges required for lifting of raw pulses from the specified locations across India shall be borne by successive bidder. The un-milled stock shall be provided to the miller based on the fixed conversion ratio (un-milled to milled %) conversion ratio/OTR % of different pulses is mentioned at **Annexure-6**
- ii. The successful bidder/Miller has to lift raw pulses in a time bound manner as per schedule provided by HAICL and any delay caused on part of the miller shall be the sole responsibility of the miller and he shall be liable to bear the godown rent for any such delay.
- iii. The Raw stock of pulses shall be released against 100% advance amount deposited by the miller in the form of RTGS/NEFT/BG. This advance amount deposited with HAICL shall be released after successful supply of finished products, post submitting proofs of the same.
- iv. The quality of packed pulses should remain unchanged in respect of size, shape, quality, colour and should be free of fungus and moulds etc. within shelf life duration.

Please refer Annexure-1 for quality parameters.

- v. HAICL at its discretion may get samples tested for quality parameters from a NABL accredited laboratory, cost of the same shall be borne by the miller. The Miller shall be responsible for any consequences for any adulteration in quality parameters of Processed Pulses.

- vi. HAICL has the right to appoint a person for quality assessment of all the finished goods consignments. This person may draw samples from the stock of finished goods from mill point or the delivery godown and get them tested in a laboratory. Any sample found to be not conforming to the quality parameters as specified in annexure attached shall be liable for rejection and the miller has to replace that consignment in a time bound manner.
- vii. Processed Pulses supplied by the miller must have a shelf life as per FSSAI parameters i.e. minimum 4-6 months from the date of packing, minimum 95 % remaining shelf-life stock to be supplied by the miller. The Processed Pulses must remain fit for human consumption during this period and should not change in quality or taste. If it does not conform to the quality parameters, the miller shall be liable to replace the stock which has adulteration in its quality parameters at its own cost and shall also be solely responsible to bear all the consequences of any harm, resulting to any consumer from such consumption.
- viii. Supply of Processed Pulses shall be in two type of packing, consumer pack i.e. 500 gm and one kg (Net Weight) and in 30 Kg packs, Net Weight of Low-density plastic pack laminated with polyester in HDPE bags. Further 25 and 50 packets of 1 Kg and 500gm packs, respectively shall be packed in a master bag which will have a print of required artwork or logo as specified by HAICL.
- ix. 1 Kg and 500 gm good quality Retail poly pouch packaging of 12-micron polyester & 80-micron poly, Master packaging in 25 Kg, good quality HDPE bags is preferable.
- x. The plastic used for the packaging of item should be of non-toxic material as well as of high quality. Declaration in this regard must be printed in each pack.
- xi. The Quality of the packing material is sole responsibility of the miller. Any torn or wear and tear packs shall be liable for rejection and immediate replacement should be done by the miller.
- xii. The successful bidders will be solely responsible for the consequences on account of any violation of Food Safety and Standard Act, 2011 and Connected Rules.
- xiii. The bidder shall be allowed to retain the by-products produced as result of milling/up gradation of the un-milled stock of pulses.
- xiv. Payment against the supply of processed pulses will be released within 15 days post supply to HAICL specified delivery points and successful submission of all required documents.
- xv. Selected agency to submit the self-declaration regarding acceptance of all terms and conditions mentioned in the tender documents (Annexure-2)
- xvi. The successful bidder has to lift the raw stock as per the following time schedule from the date of issue of delivery order: -

DO in MT	Lifting Period in Days
0-250	5
251-500	12
501-1000	15
1001-2000	20

- xvii. In case of non-lifting of the raw stock within the free delivery period, godown rent shall be charged by HAICL from the successful bidder wherever applicable for storage of stocks based on un-lifted quantity for the extended period of upto 30 days. Thereafter, if the successful bidder does not lift the stocks of raw pulses, it will be auctioned by HAICL and account of miller will be settled.
- xviii. Successful bidders are required to pay Lifting charges/Loading charges, weighing charges and other expenses, if any, at the warehouse location directly at the time of lifting stock.
- xix. In the event, at time of lifting, the balance stock of raw material offered to successful bidder at the godown is less than 5% of the total quantity of the Delivery Order (DO), successful bidder may be asked to lift the balance quantity along with the quantity specified in the DO on payment basis.

5. Delivery Terms & Conditions: -

- I. Delivery Period: The Supplier should start dispatches within 2 weeks of supply order issued and first supply should be completed within 3 weeks of issue of supply order and subsequent supply to be completed within next 10 days from the date of purchase orders. For Example-If PO is issued on 1st April, then selected bidder/supplier should start dispatches from 1st to 14th April and should complete the supply against first order between 15th April to 30th April and subsequent supplies by 10th May.
- II. HAICL logistic partner at warehouse shall accept the delivery when it conforms to all the quality parameters and shall allow the unloading of trucks. Logistic partner shall also provide receipt of stock received.
- III. It is miller's responsibility to prevent in transit damage and to supply safe and undamaged Processed Pulses without any deterioration in the quality to the designated delivery locations.
- IV. The bidder can use his own transportation or can hire the transporter/ agent for transportation at HAICL specified delivery points.
- V. The successful bidder should take adequate precautions to prevent damage or deterioration to processed dal during storage/transportation. He should also insure the stock during transit at his cost.
- VI. Consignment will be unloaded at the designated location during working hours i.e. between 10am and 5pm only. On arrival of the consignment the officials nominated by the channel partners will verify the documents and after confirming authenticity of the consignment directs the representative of the successful bidder to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- VII. The successful bidder shall arrange to record gross weight on electronic weighbridge before unloading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery Challan shall be handed over to designated official at the time of giving delivery. Deliveries without valid documents will be rejected and will not be inwarded by the concerned Depot Manager/Warehouse Manager.

- VIII. After unloading the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weigh bridge receipt along with other documents i.e. invoice / delivery challan and weighbridge receipts at the loading point shall be handed over to the Depot Manager/Warehouse Manager.
- IX. Quantities supplied in excess of the quantity specified in the purchase order will not be paid for.

6. Packing, Labelling and Quality Parameters: -

- I. Successful bidder should supply the stock of processed pulses like Chana Dal as per the quality parameters defined in **annexure I** of this bid document.
- II. Pulses of 1 kg and 500 gm (net weight) is to be packed in 12 micron polyester and 80 micron poly pack. The poly film should be clean, of same texture, transparent and durable. The pack design will be provided along with the award letter.
- III. 25 packets of 1 kg poly pack and 50 packets of 500 gm will be further packed in 25 Kg HDPE bags (Master packing) which are then stitched. Mandatory FSSAI information to be printed on the HDPE bag along with address, packing month etc.
- IV. The 25 Kg HDPE bags should conform to the Indian standard of BIS-IS 14887:2006 related specifications.
- V. The bag should not be hooked under any circumstances. If the packets are found to be torn the acknowledgement will not be provided by the miller/packer equivalent to the torn packets. Also, this stock should be replaced immediately.
- VI. The successful bidder must ensure that the stock is processed and packed only in their owned milling units.
- VII. Miller shall arrange for Testing of quality of milled pulses from reputed FSSAI/ NABL accredited laboratory and shall ensure that only the milled dal conforming to the quality parameters as per terms and conditions of the milling contract is packed and further dispatched.
- VIII. Supply can be rejected at warehouse level if mandatory specifications related to Packing/Labelling and lab testings are not meet.
- IX. In case of any dispute related to quality of milled dal in the retail pack, the miller shall be responsible for replacing the rejected stock at its risk & cost

7. Eligibility Criteria for Technical Bid: -

As part of eligibility criteria, only those bidders who meet the below mentioned eligibility criteria are eligible to participate in the Technical and Financial bidding process. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected. Technical evaluation will be done only for those bidders who have qualified the pre-qualification stage. The technical evaluation of the qualified bidders shall be done based on the following evaluation criteria:

Sr. No	Minimum Eligibility Criteria	Document Required
1	Cost of Tender Document: The Technical bid should be accompanied by tender cost of Rs.5,000/-, excluding e-tender service fee of Rs.1000/- which will be paid as per e-tendering process.	Yes/No to be written
2	EMD: EMD of Rs. 100000(One Lakh Rupees) will be submitted in on-line mode through e-Tendering Portal.	Yes/No to be written
3	The bidder company/firm/proprietor should be registered in India. (Documents in support of Company registration/firm/proprietorship, copy of PAN card and GST registration Number).	Attach Relevant Documents

4	A Power of Attorney (if the tender is not signed by the actual bidder or the tender is submitted on behalf of the firm).	Self-Declaration
5	Supplier should have minimum 03 years' experience for Processing/Milling of edible food items, with minimum milling capacity of 20 MT per day, preference will be given to Haryana state vendors.	The documentary evidence / proof of the above experience should be submitted along with technical bid.
6	Tender should have all required certification related to Food products Processing/Handling/Repackaging/Manufacturing-HACCP,ISO,FSSAI etc.	Attach Relevant Documents
7	Partnership Deed (as applicable) in case of partnership firm.	Attach Relevant Documents
8	Bidder should have average turnover of Rs.25 crores per annum during last three financial years.	CA Certificate should be submitted along-with Technical Bid.
9	Declaration as per Annexure-3 along with attested Copy of Balance Sheet for the last three years, PAN No., GST Registration Certificate of the bidder	Attach Relevant Documents
10	The Bidder should not be involved in any sub-contracting activity for this tender.	Self-Declaration
12	The bidder should be registered with appropriate authorities under Income Tax Deptt., GST department as applicable.	Attach Relevant Documents
13	The bidder or its sister concern should not be Blacklisted from any state/ Central agency in the country (Annexure-4)	A notarized Affidavit on a stamp paper of Rs.100/-

Note: - The Technical Evaluation Committee (TEC) will examine the technical Bid. This would comprise the paper evaluation of the technical literature, certificates and compliance statements as per technical Bid and any other information uploaded by the supplier.

8. FINANCIAL BID QUALIFICATION: -

The Financial bid submitted by bidders will be evaluated by a Committee of Officers of HAICL constituted by the Managing Director, HAICL. Bidder will be selected based on L-1 rates. Negotiation will be held afterwards depending upon the acceptance of the final quotations by the Competent Authority.

- I. The bidder has to bid for cost of handling, packing, and transportation charges of the raw stock to be issued to the miller at fixed OTR (as per **annexure 6**) for milling and packing. Cost of milling, handling and transportation to the delivery locations, all duties and taxes including GST if applicable.
- II. The bids shall be submitted in 2 bid format i.e. Technical Bid and Financial bid. Financial bid will be opened only for technically qualified bidders.
- III. The format for financial bid is attached with this form. This format has to be filled up properly by the prospect bidder for submission of financial bid(**Annexure-5**).
- IV. F.O.R. rate for a district shall be calculated as the Avg. of the rates for supply to all the districts/HAICL specified delivery points within Haryana State.
- V. HAICL shall be at liberty to distribute upto 40-50% of the total tendered quantity of materials to L2 or other qualifying bidders, In case L1 bidder is not able to do full quantity milling as specified by HAICL and also subject to acceptance of L1 rates by successive bidders and fulfilment of the eligibility criteria by them.

9. CONTRACT PERIOD & CONTRACT EXECUTION :-

- I. The offer of all Bidders must remain valid for the period of 1 year and thereafter the same may be extendable for a period of further 1 year solely with discretion of competent authority HAICL.
- II. However, HAICL reserves the right to terminate the contract by issuing one month notice at any point of time during the currency of contract.
- III. The selected agency may terminate the contract by giving 3 months' notice to the federation which will be subjected to the conditions like forfeiture of security / Contribution money / PBG and plant should be in the same condition (related to civil work) as it was handed over to the agency at the time of initialization of project.
- IV. HAICL shall terminate the empanelment of a Business Associate if they have competed against HAICL in any bid either individually, as a partner or in a joint venture.
- V. After submission of the bid, if the bidder quits, the EMD shall be forfeited.
- VI. Consortium is not permitted under any circumstances.
- VII. Any miller involved in any legal dispute with HAICL will not be permitted to participate and in an eventuality, if such miller bids and participates, such participation shall not be considered for the purpose of awarding tender.

- VIII. HAICL reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- IX. Conditional bid shall not be considered.
- X. The selected miller shall not sublet, transfer or assign the contract or any part for this tender.
- XI. No Suit, prosecution or any legal proceedings will be lie against HAICL or any official(s) of HAICL for anything that is done in good faith or intended to be done in pursuance of supply under this bid documents/e auctions
- XII. This bid documents shall be governed and construed in accordance with the Indian Laws. It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.

10. ACCEPTANCE/REJECTION OF TENDER: -

- I. HAICL reserve the right to accept or reject any or all tenders without assigning any reason.
- II. In case of failure of tenderer to abide by the terms of the contract or in case of any loss caused to HAICL due to their acts of omission/commission, the SD amount shall be forfeited without any notice.
- III. The SD will be released after successful completion of the contract on producing “No Objection Certificate” .

11. DISPUTE RESOLUTION/ARBITRATION: -

- I. This document shall be constituted and the legal relation between the parties here to shall be determined and governed according to the laws of Republic of India and only courts at High Court of Panchkula shall have the jurisdiction in all matters arising out of /touching and/or concerning this contract and parties to this contract agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- II. In case of any dispute, the matter shall be referred for the sole arbitration to the Managing Director, HAIC or his nominee whose decision shall be final and binding on both the parties. The company/firm (successful bidder) specifically agrees to the arbitration of the Managing Director, HAIC knowing fully well that HAIC will be one of the parties to the dispute to be referred for arbitration. The tenderer cannot question the arbitration proceedings/award on this ground.
- III. At any time prior to the deadline for submission of Bids, the HAICL may, for any reason, whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bidding Documents by amendment(s). The amendment will be notified through Corrigendum uploaded in the websites of HAICL and <https://etenders.hry.nic.in/>. HAICL will bear no responsibility or liability arising out of non-receipt of the same in time or Otherwise. In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the HAICL may, at its discretion, extend the deadline for the submission of Bids. Such

amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidder while they submit their Bids and invariably enclose such documents as a part of the Bid.

- IV. HAICL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.

12. VALIDITY OF OFFER: - The commercial price quoted in the financial bid shall be valid for a minimum period of 1 year from the date of awarding the contract, same may be extendable for a period of further 1 year solely with discretion of competent authority HAICL. Bids mentioning a shorter validity period than specified shall be ignored/rejected and will not be accepted.

13. TERMINATION BY DEFAULT: - HAICL may terminate the Contract if:

- I. The selected agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as HAICL may have subsequently granted in writing;
- II. The selected agency becomes insolvent or bankrupt
- III. The selected agency fails to comply decisions / mandate of HAICL.
- IV. Any document, information, data or statement submitted by the selected agency in its Proposals, based on which it was considered eligible or successful, is found to be false, incorrect or misleading; or
- V. If the acts of the selected agency are found to be unethical by HAICL.

14. SIGNING OF CONTRACT: -

The successful bidder will sign the Contract with the HAICL within 15 days of the release of award of Contract/work order. After signing of the Contract, no variation in or modification of the terms of the Contract shall be made except by mutual written amendment signed by both the parties.

15. NOTIFICATION OF AWARD OF CONTRACT: -

The HAICL will notify the successful bidder in writing that its proposal has been accepted. The notification of award will constitute the formation of the contract after submission of Performance Bank Guarantee (PBG) @2% of contract value after receiving the institutional order.

16. EMD and Security Deposit (BID SECURITY AMOUNT)

- I. The bidder has to pay an EMD amount Rs. 100000 (Rupees one Lakh) for participating in the auction, The EMD amount has to be transferred on or before date of auction, latest by 11 AM.
- II. EMD of the unsuccessful bidders (the bidders who have not agreed to match L1 price) shall be refunded within 5 bank working days from the date of auction.
- III. In the event auction is rejected by HAICL, the EMD of all the bidders shall be refunded within 5 bank working days from the date of rejection of auction.
- IV. The EMD of the successful bidder shall be retained by HAICL for the entire contract period.
- V. The bidders have to pay Security Deposit (SD) of 5% of the order value for the orders awarded to the bidders against this contract. The SD amount shall be adjusted from the EMD of the bidder retained by HAICL.
- VI. The EMD and SD of the miller shall be refunded after successful completion of the orders or the contract period or the warranty period whichever is later.
- VII. The successful bidder will have to submit security deposit either in form of Bank Guarantee from any scheduled bank/nationalized bank or through NEFT/RTGS.
- VIII. The security deposit must be submitted to HAICL within 05 bank working days of acceptance & approval of bid for the contract to the successful bidder. The BG/SD should be valid for bid validity duration, Failure to submit SD amount within stipulated time may result in forfeiture of EMD and cancellation of contract besides debarring them from participating in the bids.
- IX. The SD and EMD of the successful miller will be adjusted by HAICL towards the following:
 - a.) Non-payment of penalty charges, penal storage rent or any other dues to HAICL in case of delayed deliveries by the miller.
 - b.) To make good of any losses incurred by HAICL in completing the default deliveries or recovering the penalty charges, penal storage rent or any other dues to HAICL. The balance amount after adjusting losses/ penalty charges shall be refunded to the miller.
- X. The EMD and SD deposited by the miller shall carry no interest and refunded to the miller after recovery of the amounts, if any, as indicated above.

17. Submission of Bids:-

Bidder has to submit the bid for following components:-

- I. Cost of Milling, Handling & Transportation charges (Rs/Qtl, including GST) of raw pulses stock to be issued to the miller at fixed OTR, same is mentioned at **Annexure-6** for different pulses
- II. Cost of arranging for Milling, Handling and Transportation to delivery centres/depots.
- III. Any other expenses as per the terms & conditions. All levies, duties & taxes including GST, works contract tax, local taxes, income tax, mandi tax and other taxes, if any.
- IV. Cost of residuals payable to HAICL @ Rs 1000 per Qtl. for the quantity equivalent to 24.65% in case of chana dal (and for other pulses same is mentioned at Annexure-6) of the total raw stock issued to the miller for HAICL.
- V. The rates and prices quoted by Bidder shall be valid for the original contract period as well as during extension period (as per discretion of HAICL) and for any increase or decrease in quantity.
- VI. The rate quoted by the Bidder shall be the same for all locations for which it is submitted.
- VII. All prices and rates quoted by the bidder shall be entirely in Indian Rupee only.
- VIII. All the payment shall be made in Indian Rupees only.
- IX. In case of the retail packaging, GST @5% shall be applicable on the final value of the chana dal derived in the point above.
- X. The L1 rate received in the auction will be offered to L2 and L3 bidders to match. In case of non-acceptance of offer by the L2 and L3 bidders the offer will be made to next lowest bidder. The total quantity will be delivered between the L1, L2 and L3 bidders in the ratio of 50:30:20 respectively. The distribution of supply orders received will be at sole discretion of HAICL.
- XI. For Chana Dal, which is commonly processed and have high consumption among all pulses, the miller shall be issued un-milled/Raw Chana stock based on 75.35% OTR (out turn ratio) i.e. for every 75.35 Kgs of milled/graded Chana Dal supplied by the miller, 100 Kgs of un-milled stock shall be issued to the miller by HAICL.

The successful bidder shall be allowed to retain the residuals as result of milling/ up gradation of the un-milled stock. Cost of such residuals shall be payable to HAICL @ Rs 1000 per Qtl. for the quantity equivalent to 24.65% of the total raw stock issued to the miller. For the accounting purpose, HAICL may raise invoice of the residual to the miller or Miller may deduct the same from its invoice to be raised on HAICL towards Milling, Handling and transportation charges.

Miller to raise invoice of Milled Dal at rate which shall be derived by adding subsidized cost of raw pulses (Rs.3104/qtl) plus bid of miller (in Rs./qtl) less cost of byproduct @ Rs. 1000/quintal and dividing the resultant value with fixed OTR of 75.35%. (Cost of Raw Pulses + Bid of miller - Cost of byproduct)/75.35%.

18. Penalty and LD Clauses:-

- I. Late delivery penalty @0.3% of purchase price per MT per day for the undelivered stock will be levied on supplier. OR L.D. clause of specific buyers/ channel partners as desired by them. In case latter is received former will be deleted.
- II. Default in supplies either wholly or partly, post extended delivery period, on account of quality or quantity or delay in supply may result into cancellation of the contract and undelivered quantity may be sourced from other sources at risk and cost of the miller.
- III. In the event of stock rejection at the supply depot/HAICL warehouse, the miller will replace the rejected supplies at its own cost within 5 calendar days. The replacement supplies will undergo assaying and if the same are found to be not conforming to specified quality parameters, then such stocks will also be rejected. If again the miller fails to replace the rejected stock within 3 calendar days, contract will be cancelled, and SD will be forfeited.

19. Important Instructions related to Tender Upload:-

- I. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the centralized e-Procurement portal of GOH (Govt. of Haryana) and also mentioned under the Tender Document.
- II. 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. The bidders will be required to make online payment of Rs.1,00,000/- towards EMD in due course of time from 08.06.2024 to 21.06.2024 The intended bidder who fails to deposit EMD within the stipulated time frame shall not be allowed to submit its bids for the respective event/Tender.
- III. The interested bidders must remit the funds of EMD at least T+1 working day transaction + One working Day) in advance i.e. on or before 21.06. 2024 and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>
- IV. The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the

service of secure electronic payments gateway is an online interface between bidders and online payment authorization networks.

- V. The Payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
- VI. The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance before the expiry date & time of the respective events and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.
- VII. The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates: -

Key Dates: -

S. No.	Particulars	Details
1	Document reference number	HAICL/Proc-Milling/2024-06-001
2	(i) Downloading of Tender Document/online Bid preparation	8.06.2024 from 10:00 AM to 24.06.2024 up to 2.00 PM
	(ii) Online Tender Document Fee & E-Service Fees of Rs.5,000 + 1,000 =Rs.6,000/-	08.06.2024to 24.06.2024 till 2.00 PM
		08.06.2024to 24.06.2024 till 2.00 PM
(iii)	EMD of Rs.1,00,000/-.	
3	Last date of submission of queries via email at haicpkl@gmail.com	14.06.2024 up to 2:00 PM.
4	Submission of online bid(Technical and Financial Bid)	08.06.2024 to 24.06.2024 up to 02:00 PM.
5	Manual submission of only additional document, if required.	25.06.2024 up to 11:00 AM or till process is complete whichever is earlier.
6	Opening of Technical Bid	24.06.2024 at 3.00 PM
7	Date of opening of Financial Bid	As per availability of Competent Authority.
8	HAICL contact details	Haryana Agro Industries Corporation Limited, Bays No.15-20, Sector-4, Panchkula-134109 Email: haicpkl@gmail.com Tel. No.0172-2561305

Important Note:

- The Applicants/bidders have to complete ‘Application / Bid Preparation & Submission’ stage on scheduled time as mentioned above. If any Applicant / 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”.
- Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- Applicant/Bidder can rework on his/her bids even after completion of “Application/Bid Preparation & submission stage” (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

VIII INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

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

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

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

B. Obtaining a Digital Certificate: -

- The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- A Digital Certificate is issued upon receipt of mandatory identity (i.e., Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details, please visit the website – <https://etenders.hry.nic.in>.

- The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

C. Pre-requisites for online bidding: -

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Tenders Haryana or downloaded from the home page of the website – <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.

D. Online Viewing of Detailed Notice Inviting Tenders: -

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

E. Download of Tender Documents: -

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

F. Key Dates: -

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

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

- I. Online Payment of Tender Document Fee + e-Service fee: The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through online.
- II. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

21. **Preparation & Submission of online Applications/Bids: -**

- I. Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender (bid) mandatorily be submitted online following the instruction appearing on the screen.
- II. Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.
- III. Financial or Price Bid Proposal shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually).

22. **Assistance to the Bidders: -**

For queries on Tenders Haryana Portal, Kindly Contact

Note: - Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the contact details. For any issues/clarifications relating to the tender (s) published kindly contact the respective Tender Inviting Authority.

Tel: - 0120-4200462, 0120-4001002, Mobile: - 8826246593

E-mail: - support.etender@nic.in

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787

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

Timing: -

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

NOTE: -

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

- 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.

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

a.) Debit Card

- I. The procedure for paying through Debit Card will be as follows: -
- II. Bidder selects Debit Card option in e-Procurement portal.
- III. 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.
- IV. Bidder clicks on "Continue" button.
- V. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- VI. Bidder enters card credentials and confirms payment.
- VII. The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- VIII. The page is automatically routed back to e-Procurement portal.
- IX. The status of the payment is displayed as "successful" in e-Procurement portal.
- X. 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.
- XI. 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-tendering 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.) Online

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

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

To choose Payment of EMD, the bidder clicks on online payment option.

- I. Upon doing so, the e-procurement portal will redirect the bidder to a page where it will generate a challan.
- II. This challan shall include the beneficiary (Virtual) account number and other details like beneficiary IFSC code etc.

Online Payment Procedure

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

Do's and Don'ts's for Bidders

S.No.	Scenario	Do's/ Don'ts
1.	In the event of making Payment through online	<p style="text-align: center;">Do's</p> <ul style="list-style-type: none">• It is the bidder's responsibility to ensure that online payments are made to the exact detail as mentioned in the challan which are:• Beneficiary account no: <client code> + <random number>• Beneficiary IFSC Code: As prescribed by SBI Bank (this shall remain same across all tenders)• Amount: As mentioned on the challan. It is specific for every tender/transaction• Beneficiary bank branch: SBI Bank Ltd, CMS.• Beneficiary name: As per the challan• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tender's EMD• It is advised that all the bidders make payment via-online at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender.• Bidder has to make only single payment against a challan as per the amount mentioned on the challan.• Bidder must do the payment before tender validity gets expired.

		<p>Don't's</p> <ul style="list-style-type: none"> • Bidder should not enter erroneous details while filling • The online form at their bank. The following possibilities may arise: <ul style="list-style-type: none"> • Incorrect IFSC code mentioned: - Transaction would be rejected and the amount would be refunded back in to the bidders account • Incorrect Beneficiary account number mentioned (<client code> + <random number>): - • In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted. • Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account. • In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/participate. • Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination. • Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder. • Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder
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Annexure-1

Quality Parameters of Processed Pulses

1. Processed Pulses should be of Sortex Quality.
2. Minimum requirements:
 - 2.1 Processed Pulses shall be –
 - 2.1.1. Sweet sound, clean, wholesome and free from admixture of unwholesome substances;
 - 2.1.2. Without husk, split, uniform in size, shape and color;
 - 2.1.3. Free from rodent hair and excreta, moulds, living and dead insects, insect fragments, harmful bacteria, fungal infestation, moulds growth, webs, parasites, larvae and mites;
 - 2.1.4. Free from obnoxious smell, discoloration and all other impurities except to the extent as indicated in this schedule;
 - 2.1.5. Free from added coloring matter, admixture of deleterious substances;
 - 2.1.6. Free from toxic or noxious seeds such as Crotalaria (Crotalaria spps.), Corncockle (Agrostemma githago Linn.), Castor bean (Ricinus communis Linn.), Jimson weed (Datura stramonium), and other seeds that are commonly recognized as harmful to health; and
 - 2.1.7. Free from abnormal taste, flavour and odour.
 - 2.2. It shall comply with the restrictions in regard to the limits for metallic contaminants, crop contaminants, naturally occurring toxic substances, insecticides and pesticides residue, microbial requirements and other food safety requirements as specified under the Food Safety and Standards (Contaminants, Toxins and Residue) Regulation, 2011 and the Food Safety and Standards (Food Products Standards and Food Additives) Regulation, 2011 made under the Food Safety and Standards Act, 2006 (34 of 2006) for domestic trade.
 - 2.3. It shall comply with the residual limits of heavy metals, pesticides and other food safety requirements as laid down by the Codex Alimentarius Commission, or importing countries requirement for exports.

Criteria for grade designation. - The criteria for grade designation for the Processed Pulses shall be as under-

Maximum limit of tolerance (percent by weight)						Weevilled grains (percent by count) (Maximum)
Moisture	Foreign matter		Other edible grains	Damaged grains	Broken and fragments grains	
	Organic	Inorganic				
12.00	0.10	0.15	0.50	1.0	2.00	2.00

Note:- In foreign matter, the impurities of animal origin shall not be more than 0.10 percent by weight provided that the total of foreign matter, other edible grains and damaged grains shall not exceed seven percent

Annexure-2

Vendor Undertaking Regarding Accepting Terms& Conditions

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

OR

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

- a.
- b.
- c.

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

(Signed by an Authorized Officer of the Firm)

(Title of Officer)

(Name of Firm)

Annexure-3

Tender ID:
Name of the Bidder:

Date of opening:

Copies of IT Returns, PAN Number, GST Registration as required by this Tender Enquiry are being submitted along with this tender as per details given below.		
Sr.No	Description	Remarks
1	Copies of Income Tax Returns for the Assessment Years (For last three years) and balance sheets	
2	Copy of Permanent Account Number	
3	Copy of Permanent Account Number	
4	Any other	

Annexure-4
No Blacklisting No, Litigation Status

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

Ref: _____

Dated _____

To,
Haryana Agro Industries Corporation Ltd.
BaysNo.15-20, Sector-4, Panchkula, Haryana.
Pin:134112, INDIA.

Dear Sir,

1. I*/We* have read and examined the complete documents of NIT No. _____ related to _____ (full scope of work) on turnkey basis.
2. I*/We* hereby submit that our firm M/s _____ (with complete address) has never been 'Black-listed'/ debarred by any Utility / any State / Central Govt., Department / PSUs till date nor we are facing / filed any Litigation proceedings regarding debarring (black listing) with either of the above said Agencies / States. Detection of false declaration / statement at any stage of the entire process of Bid / execution of work shall lead to penalty as deemed fit by the HAICL including forfeiture of earnest money, BG and termination of contract.

Signature along with seal of company

Date: - _____
(Duly authorized to sign the application on behalf of the firm).
Name: _____
Designation: _____
Name of Company: _____

WITNESS

Signature:
Name & Postal Address:
Mobile No.

Annexure-5

FINANCIAL Proposal for Bid Quantity

	A	B	C	D=C*B	E=A-D
Commodity	Bid Price	By Product %	BY-PRODUCT Rate/Qtl(Rs.Qtl)	Less Residual Payable	Net Bid
CHANA DAL		24.65%	1000	246.5	
MOONG CHILKA		10.82%	1000	108.2	
MOONG WHOLE		6.30%	1000	63	
MOONG DHULI		24.69%	1000	246.9	
URAD CHILKA		12.36%	1000	123.6	
URAD WHOLE		6.95%	1000	69.5	
URAD DHULI		27.25%	1000	272.5	
TUR(ARHAR) DAL		26.77%	1000	267.7	
MASUR MALKA SPLIT		17.44%	1000	174.4	
MASUR MALKA		17.44%	1000	174.4	
MASUR WHOLE		6.50%	1000	65	
RAJMA		7.00%	1000	70	
KABULI		7.00%	1000	70	

Note:-

Following mentioned points need to be considered while applying for this tender:-

- i) Inward/Outward Transportation:** Bid Rate should be inclusive of cost of handling, loading and unloading, shortage, insurance of the stock and all other applicable expenses and taxes. Transportation charges will be inclusive of loading, unloading and all other applicable expenses and taxes.
- ii.) Packaging Material cost:-** It must be included in Bid Rate. Packing lamination specifications should be in accordance with following parameters.
 - Lamination in 12-micron polyester and 80-micron poly pack. The poly film should be clean, of same texture, transparent and durable. The pack design will be provided along with the award letter.
 - Master bag specifications: 25 packets of 1 kg poly pack will be further packed in 25 Kg laminated HDPE bags weight should be 65g (Master packing). The logo of Har-Hith and Bharat Dal, Processed Pulses will be printed on the HDPE bag along with address, packing month etc or any other required information.

iii.) Rate Unit:- Rates to be quoted in kilogram (Kg) as mentioned above.

iv.) Net Bid:-

Net Bid Rate to be filled by considering all other applicable components.

For example:-

Miller to raise invoice of Milled Dal at rate which shall be derived by adding subsidized cost of raw pulses (eg. Rs.3104/qtl) plus bid of miller (in Rs./qtl) less cost of byproduct @ Rs. 1000/quintal and dividing the resultant value with fixed OTR of 75.35%. (Cost of Raw Pulses + Bid of miller - Cost of byproduct)/75.35%.

ANNEXURE 6

OTR %, By Product % and By Product Rate of different Pulses

Commodity	Processed Pulse %	By Product %	BY-PRODUCT Rate/QTL(Rs/Qtl)
CHANA DAL	75.35%	24.65%	1000
MOONG CHILKA	89.18%	10.82%	1000
MOONG WHOLE	93.70%	6.30%	1000
MOONG DHULI	75.31%	24.69%	1000
URAD CHILKA	87.64%	12.36%	1000
URAD WHOLE	93.05%	6.95%	1000
URAD DHULI	72.75%	27.25%	1000
TUR(ARHAR) DAL	73.23%	26.77%	1000
MASUR MALKA SPLIT	82.56%	17.44%	1000
MASUR MALKA	82.56%	17.44%	1000
MASUR WHOLE	93.50%	6.50%	1000
RAJMA	93.00%	7.00%	1000
KABULI	93.00%	7.00%	1000