

The Punjab State Cooperative Supply & Marketing Federation Ltd.
Chandigarh (MARKFED)

Tender for Packaged Drinking water (with added minerals)

E- tenders are invited in two bid system (Technical & Financial bid) for supply of Packaged Drinking water (With added Minerals) as per following specification, terms & conditions Financial bid of only those suppliers shall be opened who qualify the technical bid.

1. Only those Packaged Drinking water (With added Minerals) Plants having Min. 20 KL capacity per day shall be eligible for submitting these offers. The offer will be received through e-tender only of those manufacturers of Packaged Drinking Water, who have valid license of manufacturing for supply of Packaged drinking Water as per BIS specifications amended upto date.
2. The tenderer can participate in the e-tender by visiting e-tendering portal site i.e. eproc.punjab.gov.in Tenderers shall upload Technical and Financial Bid on the e-tender site. Financial bids of only those parties shall be opened, which are technically qualified. The following are the technical requirements/copy of certificate or proof.
 - a. The supplier shall submit the earnest money deposit certificate
 - b. The Supplier shall submit the complete name alongwith the location of the firm.
 - c. The supplier shall submit the certificate of GST and PAN.
 - d. The supplier shall submit the information regarding infrastructure facility of the plant (like godown, laboratory, Machinery etc.)
 - e. The supplier shall submit copy of manufacturing license and per day capacity proof the plant.
 - f. The supplier shall submit the laboratory facilities available with the plant.
 - g. The supplier shall submit the certificate of Accredited Certification (ISO, HACCP, ISI,BIS etc.) as applicable.
 - h. The supplier shall submit the certificate mentioning the name of bankers.
 - ij. The supplier shall submit the constitution of the firm (whether the tenderer is a proprietorship/ partnership or Company etc.)
 - j. The supplier shall submit the certificate of FSSAI License no.
 - k. The supplier should have its own brand and should be marketing under the same brand name in the Domestic/ International Market.
 - l. The supplier shall submit the name of the insurance company and shall mention its validation date.
 - m. The supplier shall submit the General power of attorney given by the company to sign papers and documents etc and shall submit the identity proof of the concerned person.
 - n. The supplier shall submit the undertaking to the effect that the tenderer have no dispute with Markfed and are not black listed by any of the agency.
 - o. The supplier shall submit the signed copy of terms and conditions duly signed by the supplier on each page as a acceptance of the terms and conditions.

The committee of Markfed shall inspect the premises of bidders and verify the documents/facilities as mentioned above. Financial bids of only those parties shall be opened which will technically qualify.

1. PRODUCT:

- a) The product to be covered under this agreement would be Packaged Drinking water (With added Minerals) and shall be supplied bottles in 250 ml & 1 ltr packaging as permitted under the relevant laws and as required from time to time by Markfed. It is expressly understood between Supplier and MARKFED that any brand name belonging to Markfed such as SOHNA or any other such brand is to be used only in respect of supplies being made to Markfed and Supplier is not entitled to use these brand name/packing material in any other context, both during the pendency of this agreement and after termination of this agreement.
- b) Packaged Drinking water (With added Minerals) shall comply with all the guidelines issued both by the FSSAI and BIS
- c) Supplier shall ensure proper cleaning and Hygiene practice, which are required to be followed during the collection, processing, handling, packing (throughout manufacturing and packaging process).
- d) Material used Primary packaging like bottles and caps which are coming in contact with product should be of food grade. Supplier will provide the food grade certificates for the same.
- e) The filling & packing of the processed water will be in bottles which are tamper proof, tight and impervious, as per the BIS standards.
- f) Product should be as per norms comply to all applicable standards and should pass in testing as per IS 14543 Standard.
- g) The shelf life should be six months from the date of manufacturing. Best before six months should be replaced by Date of expiry to be printed below D.O.M. as per latest FSSAI amendment.
- h) The contract/ tender shall be awarded to the lowest evaluated bidder whose bid is been found to be responsive and who is eligible/ qualified to perform the contract satisfactory as per the terms and conditions incorporated in the tender letter.
- i) It will be the responsibility of the supplier to adhere to BIS specifications with latest amendments, FSSAI guidelines and in case of deviation the supplier shall be held responsible as per the laws.
- j) The bottle design shall be such that is stable when kept in vertical position and of standard size as per BIS norms. The bottle should be cleared, transparent and transparency should be more that 95%.

k) NUTRITIONAL VALUES OF PACKAGED DRINKING WATER (WITH ADDED MINERALS):

Sr. no.	DESCRIPTION	VALUE per 100 ml
1.	ENERGY	0 Kcal

2.	CARBOHYDRATE	0 g
3.	SUGAR	0 g
4.	PROTEIN	0 g
5.	FAT	0 g
6.	SODIUM	0.3 mg
7.	MAGNESIUM	0.1 mg

ESSENTIAL COMPOSITION AND QUALITY FACTORS:

- Packaged Drinking water (With added Minerals) shall be free from abnormal flavours, odours, coloring matter and preservatives.
 - Packaged Drinking water (With added Minerals) shall comply with all the guidelines issued both by the FSSAI and BIS.
 - The product specifications should be as per reference IS14543:2016.
- l) **SOHNA PACKAGED DRINKING WATER SPECIFICATIONS SHALL BE AS PER IS/BIS, WHICH ARE GIVEN AS FOLLOWS:**

Sr. no.	Parameters	Requirements agreeable	Reference
Chemical Parameters			
1	Odour	Agreeable	IS:3025-Pt-5
2.	Turbidity, NTU, Max	2	IS:3025-Pt-10
3.	Total Dissolved Solids (TDS), mg/1, max	500	IS:3025-Pt-16
4.	PH	6.5-8.5	IS:3025-Pt-11
5.	Chloride (as Cl), mg/1 max	200	IS:3025-Pt-32
6.	Alkalinity (as HCO ₃), mg/1 max	200	IS:3025-Pt-23
7.	Calcium (as Ca), mg/1 max	75	IS:3025-Pt-40
8.	Magnesium (as Mg), mg/1 max	30	IS:3025-Pt-46
9.	Nitrate (as NO ₃), mg/1 max	45	IS:3025-Pt-34
10.	Iron (as Fe), mg/1 max	0.1	IS:3025-Pt-53
Microbiological Parameters			
11.	Aerobic microbial count @ 37°C	20Cfu/ml	IS:5402
12.	Aerobic microbial count @ 22°C	100cfu/ml	IS:5402
13.	E.coil & Coliforms	Absent	IS:5887 Pt-1

14.	Yeast and Mould	Absent	IS:5403
15.	Pseudomonas aeruginosa	Absent	Annex D of IS 13428
16.	Sulphite Reducing Anaerobes	Absent	Annex D of IS 13428

CONTAMINANTS:

Packaged Drinking water (With added Minerals) shall be free from any impurities which may be hazardous to human health.

HYGIENE:

- It is recommended that the product covered by the provisions of this standard be prepared and handled in accordance with the appropriate section of the Recommended International Code of Practice- guidelines issued both by the FSSAI and BIS and other codes of practice which are relevant to this product.

-To the extent possible in good manufacturing practice the product shall be free from objectionable matter.

When tested by appropriate methods of sampling and examination the product.

- shall be free from micro-organisms in amounts which may represent a hazard to health.

- shall be free from parasites which may represent a hazard to health and

- shall not contain any substance originating from micro-organisms in amounts which may represent a hazard to health.

PACKAGING:

Packaged Drinking water (With added Minerals) shall be packaged in bottles which will safeguard the hygienic, nutritional, technological and organoleptic qualities of the product.

The Truck/container including packaging material (food grade) shall be made of substances which are safe and suitable for their intended use. They should not impart any toxic substance or undesirable odour or flavour to the product.

When the product is packaged in bottles, these must be clean sturdy and strongly sealed.

a) In order to ensure that the finished product strictly conforms to the quality standards specified/to be specified from time to time and to relevant statutory rules. Markfed Quality Assurance officials at the factory of Supplier may check the quality of the input material (Packaged Drinking water (With added Minerals) and packing materials) and the finished product.

b) Such periodic check of quality norms by Markfed personnel will however not absolve supplier from their obligations and responsibilities to comply with the prescribed quality and standards of Packaged Drinking water (With added Minerals). Also violation of any statutory provisions as applicable from time to time.

c) Supplier further undertakes and guarantees that Packaged Drinking water (With added Minerals) to be supplied to Markfed would strictly conform to the relevant quality standards

prescribed under Food Safety & Standards Act 2006, PFA Rules or any other relevant statutory provisions including conformance to weight & Measures Act. Packaged Commodity Rules and statutory label declarations etc. Markfed shall also be entitled for recovery of damages on account of lowering the reputation on account of supplying poor quality of Packaged Drinking water (With added Minerals). In case of any failure of samples under PFA Rules/any other statutory provisions or any replacement etc. for the stocks lying with Markfed Depots /CFAs/branches or channel partners i.e. dealers/retailers etc., the supplier will be solely responsible for all its consequences/damages etc. and will indemnify Markfed for these losses.

- d) For any deficiency in quality standards of Packaged Drinking water (With added Minerals) or any deviation from compliance of the statutory rules including PFA rules governing package declarations, Supplier fully undertakes to secure and indemnify Markfed from the loss / damages if any.
- e) One lot of Packaged Drinking water (With added Minerals) shall comprise of 2-10 MT. Each lot will be supplemented with a laboratory analysis report indicating nutrition contents. The nutrition contents will conform to the specifications supplied. Markfed shall cross check the report in its own laboratory at Ropar or through other Labs. The analysis result of the Lab in such case shall be binding on the Mills. The testing charges shall be borne by the Miller. In case the lot does not confirm to the specifications, the same shall be rejected and the supplier shall offer fresh lot for testing.

2. PRODUCTION:

The quantity can be increased or decreased by Markfed depending upon market response without any obligations of Markfed. Supplier will be bound to supply Packaged Drinking water (With added Minerals) to Markfed as per requirement within five days of the placement of order by Markfed and delivery schedule. In case of non supply / short supply within the stipulated period, Markfed shall be at liberty to arrange the material at the risk and cost of the supplier besides forfeiture of security. The process of manufacturing including any process incidental or ancillary to it shall be carried out by the producer as permitted by relevant laws. Supplier shall continuously process each lot of Packaged Drinking water (With added Minerals) under supervision of quality control officer deputed by Markfed.

3. PACKING MATERIAL:

All packing materials (food grade) shall be as per specifications given by Markfed. The supplier shall arrange the packing material from Markfed source or independently strictly as per the specifications and design already approved by Markfed. Copy of specifications of packing material is attached. Printing matter on the packing material shall be got approved from Markfed Vanaspati & Allied Industries, Khanna before its packing.

4. MANPOWER:

All the manpower that may be required for manufacturing and other operations including material handling etc. would be arranged by the supplier at its own cost. Markfed will not be responsible for such employees. However, Markfed shall depute its on quality control officer placed in the premises of supplier to check quantity / quality of product being supplied for which necessary

sitting arrangements shall have to be made by the supplier and supplier will not have any reservation to provide facility for Packaged Drinking water (With added Minerals) testing and access to the plant, stores etc. by Markfed staff. Such periodic check of quality norms by Markfed personnel will however not absolve supplier from their obligations and responsibilities to comply with the prescribed quality and standards of Packaged Drinking water (With added Minerals). Also violation of any statutory provisions as applicable from time to time.

5. PRICE:

The party should quote F.O.R. rate for bottles in 250 ml and 1 ltr packing exclusive of all taxes FOR cost to Khanna , Bathinda, Jalandhar, Chandigarh, Ambala, Ludhiana and Delhi depot of Markfed and strictly as per laid down specifications at **option 1 and option 2**. The price quoted shall remain valid for the entire period of contract.

6. EARNEST MONEY/ SECURITY:

Tenderer shall have to deposit Rs.590/- including GST as tender fee (non-refundable) and Rs. 25,000/- towards earnest money. The same shall be adjusted towards security. The successful tenderer shall have to deposit an amount of Rs.1.00 Lac as security within three days of acceptance of offer which will be released on successful completion of contract. The security amount should be retained for a minimum period of 18 months (claim period shall be of two years) No interest shall be paid on EMD/ Security. In case of increase in volume, the security amount will be enhanced accordingly. The successful tenderer shall have to execute an agreement after the work is allotted to the tenderer on non-judicial stamp paper worth Rs.4000/-.

7. SPECIAL WARRANTY CLAUSE:

The supplier warrants the supplies delivered to be sound, wholesome and fit for human consumption as Packaged Drinking water (With added Minerals) for complete shelf life of product from the date of procurement in any climate and under all conditions of storage and movement in India.

In the event of the supplies or a part thereof having been declared during the period of warrantee as being unsound, unwholesome or unfit for human consumption as Packaged Drinking water (With added Minerals) by any officer acting on behalf of Markfed whose opinion as to whether or not the particular consignment is sound, wholesome or fit for human consumption as Packaged Drinking water (With added Minerals) will be final. Markfed will have right to dispose of the condemned stock in any way he considers necessary after giving due notice to the supplier and also, at his discretion, either to allow the supplier to replace the condemned stock within a specified period or to recover from the supplier the contract price thereof together with GST and other applicable taxes, if any paid thereon by the Markfed along with all incidental and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. The opinion of Markfed or an officer acting on his behalf in regard to these charges will be final.

8. GST:

The tenderer will submit its all GST return on time and ensure that Input Tax credit is duly available to Markfed against bills issued to Markfed. Payment of GST shall be made to the party once

it will be reflected in GSTR 2A on the portal of Markfed. TDS/TCS will be deducted by Markfed as per the applicable rules and regulations.

9. DELIVERY:

The supplier shall deliver the finished product on F.O.R. Khanna & other depot demanded by Markfed within five days of the placement of confirmed order on the party by Markfed. In case of delay in supply after a free period allowed of five days, the supplier shall be liable to pay penalty @ 0.5% per day subject to maximum of Rs. 25,000/-. After fifteen days of order, if party failed to supply the order, Markfed would be at liberty to purchase stocks from another supplier at the risk and cost of the tenderer. Leakage due to poor packing, handling etc., Packaged Drinking water (With added Minerals) received in defective bottles and in defective packing material shall be replaced by the supplier at its own cost.

10. PENALTY ON A/C OF MISAPPROPRIATION:

In case the Drinking water (With added Minerals) is found below specification, and any complaint regarding quality of bottles and Drinking water (With added Minerals) is reported from the market, the supplier shall have to immediately replace the stock at their own expenses not later than three days. the stock under complaint as lifted back, shall separately be stored by the party and packing material of such stock shall be cut and torn in presence of Markfed representative to eliminate the chance of recirculation and party shall ensure that these stocks cannot be repacked under SOHNA Brand .in case such complaint of recirculation of stock under complaint reoccur, the contract shall be terminated & proceeding for purchase at risk and cost of supplier shall be initiated. In case of failure of the supplier for replacement of defective stock, Markfed reserves the right to terminate the contract /agreement, make up loss/damages occurred on this account of any kind including replacement by forfeiture of security and launch Civil and Criminal proceedings against the party/supplier.

11. PAYMENT TERMS:

The party will deliver in advance the Packaged Drinking water (With added Minerals) packed as per Markfed requirement and specifications detailed in the agreement. Markfed would make payment within 15 days of supply of Drinking water (With added Minerals) for which the party shall submit the invoices in the name of depots (where stocks are being supplied) along with test certificate and respective depot will submit the invoices alongwith stock confirmation Khanna Plant. Khanna plant will release the payment subject to satisfactory test report from Markfed lab.

12. RECONCILIATION:

Reconciliation of accounts would be done once in a quarter by both the parties to avoid any discrepancy at later stage.

13. STATUTORY REQUIREMENTS:

Supplier has to agree to comply with all the statutory requirements and Rules & Regulations promulgated by the Govt. (Central and State) & the local bodies from time to time for manufacture & supply of the product including packing materials such as Food Safety & Standards Act 2006 with amendments from time to time, Essential Commodities Act, PFA, BIS, Weight & Measures Act, Packaged commodity Act etc. or any such order applicable & shall be liable for any violation thereof. The supplier shall reimburse to Markfed legal expenses incurred by Markfed defending any

case/prosecution on account of any omission or commission on the part of Supplier in complying with the requirements. In all such cases the Supplier will indemnify the Markfed for any liabilities. If any specific approval is required from any authorities, the same will be arranged by Supplier. The bidder must submit the above said statutory requirement with latest year certificate.

14. SAFETY OF GOODS:

Supplier Unit/Party will store all raw material, packing material and products in proper sanitary condition throughout the contract period and shall ensure that they do not deteriorate or get spoiled.

Any deterioration in goods due to negligence of Supplier/ Unit shall be the sole responsibility of the Supplier.

15. INSURANCE:

The Supplier will take proper insurance policy for its building, Plant & machinery, goods, stock in process finished goods and packing material & also transit insurance etc. A copy of the insurance policy shall be given to Markfed before the start of production.

16. Conditional & incomplete tenders shall not be accepted.

17. The tender shall remain open for period of 60 days for finalization from date of opening of tender.

18. The rates once offered/settled/Negotiated shall not be withdrawn by the tenderer. In the event of withdrawal the earnest money/Security of tenderer shall be forfeited and tenderer shall be debarred from participations in the next tenders of Markfed & work allotted to the tenderer will be got executed from some other party at his risk & cost.

19. PERIOD OF AGREEMENT:

The agreement shall be valid for a period 12 months from the date of approval by Markfed which can be further extended for a period of six months at the discretion of Markfed on the same terms and conditions. Markfed can terminate the contract at any time without assigning any reasons.

All the packing material lying in the factory premises shall be the property of the Supplier and shall not be taken back by Markfed in any case & will not use this packing material for supply in open market under Sohna brand/Logo & not misuse this packing material. Any shortage in raw material, finished goods or packing material would not be charged to Markfed at the termination of agreement. Markfed would be at liberty to take over all the finished products duly packed out of the balance stocks lying at the premises of the Supplier.

In case of breach of any of the terms and conditions of the contract and the contractor withdraw himself from execution of the contract, during the pendency of agreement, Markfed reserve the right to forfeit the security by encasing the Bank Guarantee and the material shall be arranged at the risk and cost of the supplier for remaining period of the agreement.

20. In case of any change in tender documents, the corrigendum/addendum will be uploaded only at www.markfedpunjab.com and eproc.punjab.gov.in.

21. FORCE MAJEURE:

No failure by a party to perform Its obligations under the Agreements shall put that party In default or breach of its obligations under the Agreements or Impose any liability on that party for any losses or damages or delay of any nature whatsoever Incurred or suffered by the other to the extent that and for so long as the failure to perform is due solely to any event or circumstance which is beyond the control of such party which does not arise out of particular circumstance which are or should have been in the contemplation of that party at the time of entering into the Agreement and which results or causes the failure of that party to perform Its obligations under the Agreement, including act of God, as an event of Force Majeure.

Immediately following the date of commencement of any event of Force Majeure and within a reasonable time following the date of termination of such event of Force Majeure, any party which Invoked it shall submit to the other party, a written notice of the happening of such event and reasonable proof of the nature of the event and of its effect upon the performance of the party's obligations under the Agreement.

The parties shall use all reasonable endeavours to prevent and mitigate the effects of any delay occasioned by or otherwise consequence of any event of Force Majeure.

Upon cessation of the event giving rise to delay, the parties shall in so far as may be practicable under the circumstances complete performance of this respective obligations as described in terms and conditions of the agreement.

22: ARBITRATION:

“All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred to the sole arbitration of an arbitrator to be appointed by the SPA/Markfed from the panel of the independent Arbitrators. The second party will have no objection to the appointment of the arbitrator from the panel of the independent Arbitrators Maintained by SPA/Markfed, which is in consonance with the 7th schedule of the Arbitration & conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the parties to the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the SPA/Markfed concerned at the time of such transfer, vacation of office, death or inability, shall appoint another person to act as Arbitrator.

Subject as aforesaid, the Arbitration & Conciliation Act, 1996 (as amended in 2015) or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. The fee of the Arbitrator so appointed shall governed by the terms and conditions of Markfed.

All the proceedings under the agreement or otherwise shall take place within the jurisdiction of Chandigarh court only.”

Signature of the tenderer
along with stamp of the firm/ company

SPECIFICATIONS OF PACKING MATERIAL FOR
PACKAGED DRINKING WATER (WITH ADDED MINERALS).

1. Size : 1 ltr & 250 ml
2. Name of Product : Packaged Drinking water (With added Minerals)
-Product will be in Pet Bottle.
3. Specifications :

Option 1	Description	Packaged Drinking water 1ltr	Packaged Drinking water 250 ml
	Preform Weight	24 gm	12 gm
	Preform Grade	Food Grade plastic (A Grade)	Food Grade plastic (A Grade)

Option 2	Description	Packaged Drinking water 1ltr	Packaged Drinking water 250 ml
	Preform Weight	21.5 gm	9.6 gm
	Preform Grade	Food Grade plastic (A Grade)	Food Grade plastic (A Grade)

If the printing of the material is not as per the design supplied to the party including colour combination the same shall be rejected.

If the sealing and labeling are not found proper, the product shall be rejected.

7. -Design : To be provided by Markfed and before manufacturing the packing material, the same is to be got approved from Markfed Vanaspati & Allied Industries, Khanna.

-Printing : In 3 **colours** as per design & colour combination approved by Markfed.