The Punjab State Cooperative Supply and Marketing Fed. Ltd.

E- tenders are invited in two bid system (Technical & Financial bid) for supply of Besan as per following specification, terms & conditions Financial bid of only those suppliers shall be opened who quality the technical bid.

1. Only those Besan Mills having minimum 10 MT capacity per day & having annual turnover not less than 5 crore for the last three years duly attested by CA, are eligible for submitting the offers.
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 (as mentioned at clause no.7)
   b. The Supplier shall submit the complete name alongwith the location of the firm.
   c. The supplier shall submit the certificates 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 the per day capacity proof of the plant.
   f. The supplier shall submit the constitution of the firm (whether the tenderer is a proprietorship/ partnership or Company etc.)
   g. The supplier shall submit the certificate of FSSAI License no.
   h. The supplier shall submit the name of the insurance company and shall mention its validation date.
   i. The supplier shall submit the General power of attorney given by the company to sign papers and documents etc. and shall submit Identity proof of the concerned person.
   j. 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.
   k. 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.
   l. The supplier should submit the test report of product from any govt/authorized lab

1. PRODUCT:

a) The product to be covered under this agreement would be Besan and shall be supplied in 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 names in any other context, both during the pendency of this agreement and after termination of this agreement.

b) Besan shall be free from kesari dal.

c) Supplier shall ensure proper cleaning and grading, pitting, pre-treatment, conditioning, de-husking & splitting etc of channa before grinding.

d) Besan shall be free from pebbles, broken grains and other impurities

e) Product should pass through 500 microns IS sieve and no residue left on the sieve

e). **SPECIFICATIONS OF BESAN**:

Sr. no.	Test	Norms
1.	Moisture	11% Maximum, Acceptable with quality cut upto 12% Thereafter rejection
2.	Total Ash	Max. 5% (dry matter basis)
3.	Ash insoluble in dilute HCL	0.5% (dry matter basis)
4.	Protein	23.5%
5.	Shelf life	6 months

Deductions on account of quality cut on moisture shall be imposed on pro-rata basis i.e. in case moisture comes to 12% quality cut shall be imposed at the applicable rate x 0.5%, in Case the moisture is higher than 12% than the stock shall be rejected.

Nutritional contents shall confirm to the following specifications:

Nutritional Information (for 100 gms)			
Energy (Kcal)	372	Carbohydrates (g)	60
Fats (g)	6	Protein (g)	23.5
- Saturated Fatty Acids (g)	0.8	Minerals (g)	2.7
-Mono Unsaturated Fatty Acids (g)	1.7	Cholesterol (mg)	0
- Poly Unsaturated Fatty Acids (g)	3.4	Fibre (gm)	1.2
- Trans Fatty Acids (g)	0.0	*Approximate values	

Nutritional Information (for 100 gms)			
Vitamin A (mcg)	10.7	Calcium (mg)	56
Iron (mg)	5.3	Vitamin C (mg)	1
Vitamin B1 Thiamine (mg)	0.48	Vitamin B2 Riboflavin (mg)	0.18
		*Approximate values	

ESSENTIAL COMPOSITION AND QUALITY FACTORS

- Besan shall be free from abnormal flavours, odours, coloring matter and preservatives.

- Besan shall be free from kesari dal

- Besan shall be free from filth (impurities of animal origin, including dead insects) which may be hazardous to human health.

- Besan shall be free from insects; fungus, extraneous matter, rodent hair and excreta.

CONTAMINANTS.

- **Heavy metals**.

Besan shall be free from heavy metals in amounts which may represent a hazard to human health.

- Pesticide residues

Besan shall comply with those maximum residue limits established by the Codex Alimentarius Commission for this commodity.

- Mycotoxins

Besan shall comply with those maximum mycontoxin limits established by the Codex Alimentarius Commission for this commodity.

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- General Principles of Food Hygiene (CAC/RCP1-1969) and other codes of practice recommended by the Codex Alimentarius Commission 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

Besan shall be packaged in containers 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 sacks these must be clean sturdy and strongly sewn or 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 (Besan 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 Besan. Also violation of any statutory provisions as applicable from time to time.

c) Supplier further undertakes and guarantees that Besan 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 Besan. 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.

i) For any deficiency in quality standards of Besan 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.

j) One lot of Besan shall comprise of 5 MT which can be increase or decrease as per the discretion of Markfed. Each lot of 5 MT 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 tentative requirement of Markfed shall be 10-20 MT per month. However, the quantity can be increased or decreased by Markfed depending upon market response without any obligations of Markfed. Supplier will be bound to supply first order of Besan to Markfed as per requirement with in 15 days of the placement of order by Markfed and delivery schedule and thereafter shall deliver the finished product within five days of the placement of confirmed order on the party by Markfed. 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 Besan under supervision of quality control officer deputed by Markfed.

3. PACKING MATERIAL:

The Supplier will produce 1 kg net weight. Besan in flex packing and packed in Master bag of 10kg (10x1kg). The supplier shall use fair average quality (FAQ) of channa duly cleaned and washed.

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. The Cost of packing material is part of conversion cost. Copy of specifications of packing material is attached at **Annexure - A**. 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 Besan testing and access to the plant, stores etc. by Markfed staff.

5. PRICE:

The price of Besan excluding GST will be settled periodically as per the prevailing rate of spot price (MCX) of Channa per Quintal ex-Delhi+ accepted conversion, all inclusive of raw material, process loss, electricity, manpower, processing charges, including packing material etc. and FOR cost to Khanna Plant of Markfed. The tenderer while supplying goods shall issue tax invoice in which GST

and other taxes may be shown separately. The price quoted shall remain valid for the entire period of contract.

6. Earnest Money/ Security:

Tenderer shall have to deposit Rs. 25,000/- towards earnest money through online mode only. The same will/may be adjusted towards security. The successful tenderer shall have to deposit for the amount of Rs. 1 lac as security in the shape of bank draft / bank guarantee in favour of Makfed Vanaspati & Allied Industries, Khanna, payable at Khanna within three days of acceptance of offer which will be released on completion of contract. The bank guarantee should be valid 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.

7. SPECIAL WARRANTY CLAUSE:

The party warrants the supplies delivered to be sound, wholesome and fit for human consumption as Besan for a period of four months 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 Besan, 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 Besan, will be final. Markfed will have the right to dispose of the condemned stock in any way it considers necessary after giving due notice to the party and also, at its discretion, either to allow the party to replace the condemned stock within a specified period or to recover from the party the contract price thereof together with Goods & Service Tax and applicable taxes thereon, 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 its 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 first consignment of finished product on F.O.R. Khanna demanded by Markfed within 15 days and thereafter shall deliver the finished product 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 ten days and after that Besan shall be purchased at the risk and cost of supplier. Torn bags due to poor stitching etc., Besan received in defective packing material shall be replaced by the supplier at its own cost.

10. Penalty

In case the Besan is found below specification, and any complaint regarding quality of Besan is reported from the market, the supplier shall have to immediately replace the Besan at their own expenses not later than five days. The stock under complaint as lifted back, shall separately be stored

by the party and packing material of such stocks shall be cut & torn in the presence of Markfed representative to eliminate chances of its re-circulation & the party shall ensure that these stocks are not re-packed under SOHNA brand. In case such complaint of recirculation of stocks under complaint reoccur, the contract shall be terminated & proceedings for purchase at risk and cost shall be initiated In case the failure of the supplier for replacement of Besan, Markfed reserves the right to terminate the contract /agreement, make up loss/damages occurred on this account of any kind including replacement by encashing the bank guarantee/forfeiture of security, arranging material at the risk and cost of the supplier and launch Civil and Criminal proceedings against the miller.

11. PAYMENT TERMS

The party will deliver in advance the Besan packed as per Markfed requirement of the specifications detailed in the agreement. Markfed would make payment within 15 days of, supply of Besan at Khanna for which party shall submit the invoices at Markfed's Khanna Plant, subject to satisfactory test report from Markfed lab and along with receipts thereof. Markfed will deduct TDS on GST bills as per notification issued by GST authorities. Markfed will deduct taxes as per statutory requirement.

12. STATUTORY REQUIREMENTS

Supplier has agreed 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.

13. SAFETY OF GOODS:

Supplier Unit/Party will store all raw material, packing material and products in proper sanitary condition throughout 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.

14. INSURANCE:

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

15. Conditional & incomplete tenders shall not be accepted.

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

17. 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.

18. Though the monthly quantities sought by Markfed may vary as per demand yet the agreement does not guarantee any volume of business.

19. PERIOD OF AGREEMENT:

This agreement shall be valid for a period of 12 months from the date of approval by Markfed which can be further extended for a period of three 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. 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. 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/-.

22. 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.

23. Black Listing:

Any material supplied below specification or any complaint received regarding quality/quantity /Packing etc., shall be replaced by the supplier at his own expenses within five days. If quality complaint of the outsourced product is received for the second time then General Manager, Markfed Vanaspati & Allied Industries, Khanna shall out rightly proceed for black listing of the supplier and the party shall not be eligible to participate in Markfed tender for two years. The security amount of the blacklisted party shall be forfeited.

24. 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".

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

ANNEXURE - A

SPECIFICATIONS OF PACKING MATERIAL FOR

1KG FLEX PACKING FOR BESAN.

1.	Size	:	1Kg
2.	Name of Product	:	Besan Packing (Polyester & polyethylene laminated bags) -Product will be in pouch form.
3.	Specifications	:	Min 72 microns of two layer film +/- 5% gauge variation.
4.	Weight per pc.(1Kg)	:	Minimum 9.5-10.5 gms.
5.	Size of bag (1Kg)	:	210 mm x 300mm ±2mm.
6.	Quality Deductions	:	If the microns of the poly-film fall between 65 -68.4 microns, then there will be deduction of double value cut i.e 7.5% of the value of Bag.
		:	If the microns of the poly-film fall below 65 microns and less than 9 gm in weight, the material shall be rejected.
		:	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 of the bag including central sealing not found proper, the bag 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 5 colours as per design & colour combination approved by Markfed.

Note: The packing material specification should not violate Single Use Plastic (SUP) ban norms.

SPECIFICATIONS OF MASTER BAG

-Product: LDPE Milky white Woven Bags laminated from Inner side.

i) Size	: 15”x 21”
ii)Specification	: Minimum 90 micron.
iii)-Design	: Design to be provided by Markfed.
-Printing	: In one or two colours on one side of the Bag. to be selected by Markfed.