



## REQUEST FOR PROPOSAL (RFP)

For the Selection of Millers for milling, packaging and transportation of Wheat/Atta for distribution to the NFSA beneficiaries in the State of Punjab

**Zone IV: Fatehgarh Sahib, Malerkotla, Patiala, Sangrur, S.A.S. Nagar, Roopnagar, Barnala & Mansa**

Reference number: MFD/MFPS/2023-24/N/Z4

The Punjab State Co-operative Supply and Marketing Federation Ltd.  
(MARKFED), Government of Punjab

Plot No.4, Dakshin Marg, Sector-35-B, Chandigarh-160022

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## **1 Disclaimer**

The information contained in this Request for Proposal Document (hereinafter known as “**RFP Document**”) or subsequently provided to Bidders in documentary form by or on behalf of The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED) Government of Punjab or any of their representatives, employees or advisors (collectively referred to as “**Purchaser**”), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided hereunder.

This RFP Document is neither an agreement nor an offer. The RFP Document is only an invitation by the Purchaser(s) to the entities that are qualified to submit their proposal (“**Bid**”). The purpose of this RFP Document is to provide Bidder(s) with information to assist in the formulation of their Bid. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Purchaser to consider the investment objectives, financial situation and needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

The Purchaser make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The information provided in this RFP Document to Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Purchaser, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP Document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way in this Bid stage.

The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP Document.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document.

The issue of this RFP Document does not imply that the Purchaser is bound to select a Bidder or to appoint the Successful Bidder(s), as the case may be, for empanelment. Purchaser reserves the right to reject all or any of the Bidder(s) or Bids without assigning any reason whatsoever. Further, the

Purchaser is not bound to accept any or all the Bids, and also reserves the right to accept or reject any or all of the Bids received, without assigning any reasons for the same. No bidder shall have any grievance or claim against the Purchaser or its officers, employees, successors or assignees for rejection of any Bids.

The Purchaser shall be entitled to assess and determine the *sufficiency or completeness* of the documentation furnished by a Bidder at its sole discretion, and where so deemed necessary by the Purchaser, seek additional clarification and/or information from any Bidder.

The Bidder (s) shall bear all its costs associated with or relating to the preparation and submission of its e-Bid including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its e-Bid. All such costs and expenses will remain with the Bidder (s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-Bid, regardless of the conduct or outcome of the tendering process.

This RFP Document is being issued with no financial commitment and Purchaser reserves the right to withdraw the RFP Document and change or vary any part thereof or foreclose the same at any stage. No contract or like binding arrangement shall be deemed to have come into existence between the Purchaser and any Bidder pursuant to this RFP Document including pursuant to any submission from Bidder or any evaluation thereof by the Purchaser.

## 2 Notice Inviting e-Bids

**Government of Punjab**

**RFP Reference Number: MFD/MFPS/2023-24/N/Z4**

The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED), Government of Punjab invites electronic bids for the Selection of Millers for milling, packaging and transportation of Wheat/ Atta for distribution to the NFSA beneficiaries in the State of Punjab.

The closing date and time to submit the bids on state e-procurement portal i.e. <https://eproc.punjab.gov.in/> is 20/03/2024 at 11:00 AM.

**Managing Director,**

**The Punjab State Co-operative Supply and Marketing Federation Ltd.**

**Government of Punjab**

### 3 Document Control Sheet

S.N.	Particular	Details
1.	Date and time for the start of sale of RFP Document	11/03/2024, 11:00 Hrs
2.	Date and time for pre-bid meeting and submission of queries	14/03/2024, 11:00 Hrs
3.	Last date and time for submission of Bids	20/03/2024, 11:00 Hrs
4.	Corrigendum and Addendum	The prospective bidders are advised to regularly check the specified websites for any corrigendum / addendums / clarifications regarding this RFP Document.
5.	Date and time of opening of pre-qualification Bids	20/03/2024, 12:00 Hrs
6.	Address for communication	The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED), Plot No.4, Dakshin Marg, Sector-35-B, Chandigarh-160022
7.	Cost of RFP document and mode of payment	Rs. 1,180/- (Rupees One Thousand One Hundred Eighty Only) + processing fee as mentioned on State e- Procurement portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> through online mode
8.	Earnest Money Deposit (“EMD”) through online mode (refundable)	EMD is as follows: <ul style="list-style-type: none"> <li>Rs. 9,00,000/- (Rupees Nine Lakhs Only) for mill capacity more than 25 MTs per day and upto 50 MTs per day</li> <li>Rs. 18,00,000/- (Rupees Eighteen Lakhs Only) for mill capacity more than 50 MTs per day and upto 100 MTs per day</li> <li>Rs. 36,00,000/- (Rupees Thirty-six Lakhs Only) for mill capacity more than 100 MTs per day and upto 150 MTs per day</li> <li>Rs. 54,00,000/- (Rupees Fifty-four Lakhs Only) for mill capacity more than 150 MTs per day</li> </ul> EMD shall be paid through the state e-procurement portal i.e. <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>
9.	Performance Security	The amount of Performance Security will be equivalent to the value of maximum limit of stock to be allotted to the Miller at any given point of time, i.e. the stock equivalent to 5 (five) days processing capacity of the Mill. The value of stock will be calculated based on Rs. 2,500/ Qtl. for Wheat.
10.	Contact details	Name: Sanjeev Manaktala, Chief Manager Email: <a href="mailto:mfps@markfedpunjab.com">mfps@markfedpunjab.com</a>
11.	Website for RFP reference	<a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a> and <a href="https://markfedpunjab.com/">https://markfedpunjab.com/</a>

Note: All corrigendum / addendums / clarifications regarding this RFP Document shall be posted on the above-mentioned websites only. No other communication or advertisement will be given. The prospective Bidders are advised to regularly check the specified websites for any corrigendum / addendums / clarifications regarding this RFP Document.

**HELP DESK**

For any portal related technical queries, prospective Bidders can call at 24x7 central helpdesk numbers i.e. 0120-4200462, 4001002, 4001005 and 6277787 or at local helpdesk numbers 0172-2970263, 2970284 from 9:00 AM to 5:00 PM on all government working days or reach through e-mail at [eproc@punjab.gov.in](mailto:eproc@punjab.gov.in), [supporteproc@nic.in](mailto:supporteproc@nic.in)



## 4 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP document and contract have the following meanings:

### 4.1 Abbreviations

S. No.	Term	Description
1.	AAY	Antyodaya Anna Yojana
2.	CA	Chartered Accountant
3.	EMD	Earnest Money Deposit
4.	FPS	Fair Price Shops
5.	FSSAI	Food Safety and Standards Authority of India
6.	FY	Financial Year
7.	GCC	General Conditions of Contract
8.	Gol	Government of India
9.	GoP	Government of Punjab
10.	GST	Goods and Services Tax
11.	INR	Indian National Rupee
12.	IT	Information Technology
13.	ITB	Instruction to Bidders
14.	LCS	Least Cost Selection
15.	LD	Liquidated Damages
16.	LDPE	Low Density Polyethylene
17.	LoI	Letter of Intent
18.	MFPS	Model Fair Price Shops
19.	MT	Metric Tonnes
20.	NFSA	National Food Security Act, 2013
21.	NIC	National Informatics Centre
22.	O&M	Operations and Maintenance
23.	PAN	Permanent Account Number
24.	PBG	Performance Bank Guarantee
25.	PDS	Public Distribution System
26.	PH / PHH	Priority Household
27.	POA	Power Of Attorney
28.	PSU	Public Sector Undertaking
29.	PUNGRAIN	Punjab State Grains Procurement Corporation Ltd.
30.	RFP	Request for Proposal
31.	SLA	Service Level Agreement
32.	TAT	Turn Around Time
33.	TCV	Total Contract Value
34.	TEC	Tender Evaluation Committee
35.	TPDS	Targeted Public Distribution System
36.	UT	Union Territory

## **4.2 Definitions**

- 4.2.1 “Authority” refers to Managing Director, The Punjab State Co-operative Supply and Marketing Federation Ltd. or MARKFED, Government of Punjab.
- 4.2.2 “Batch” means quantity of wheat processed by the Selected Millers which is packed in different sizes of bags for packaging Atta or wheat as defined in this RFP Document.
- 4.2.3 “Bidder” means Flour/ Atta Chakki Mills (or Persons owing such enterprises) who submits the bid, while competing with others, for providing services with respect to the specific requirements as defined in this RFP Document.
- 4.2.4 “Bid” means proposal submitted by Bidders in response to this RFP Document issued by Purchaser for selection of flour/ Atta chakki mills for processing of NFSA Wheat into Wheat Flour Atta (WFA) and Packaging of WFA and wheat for distribution under PDS for Government of Punjab
- 4.2.5 “Inter-departmental Committee” means the committee constituted by the Government of Punjab to make necessary decision related to this project.
- 4.2.6 “Contract” refers to the contract to be entered between The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED) and the Selected Miller(s), together with all the documents mentioned therein including all attachments, annexures etc.
- 4.2.7 “Day” means a calendar day
- 4.2.8 “Department” means the Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab
- 4.2.9 “Doorstep” refers to the nearest accessible point to the beneficiary or till the nearest motorable point close to the beneficiary
- 4.2.10 “Milling Unit” refers to the milling unit (i.e., the selected Miller’s mill) and capacity apportioned to such milling unit by the Bidder for processing of NFSA Wheat.
- 4.2.11 “Model Fair Price Shop” refers to the MFPS, meeting the standards for storage and distribution for WFA and packaged wheat under the NFSA.
- 4.2.12 “NFSA stock” refers to the wheat, wheat flour Atta and packaged wheat meant for distribution under Public Distribution System.
- 4.2.13 “Purchaser” refers to “The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED), Government of Punjab”.
- 4.2.14 “Selected Miller” or “selected Bidder” means the Bidder who has been awarded the (letter of Intent) by the Purchaser.
- 4.2.15 “Similar Works” means work of wheat flour milling and grinding done by the flour/ Atta chakki mills.
- 4.2.16 “Specification” means the document/standard that prescribes the requirement with which service has to conform.
- 4.2.17 “Tender Evaluation Committee” means the committee nominated by the Purchaser for evaluation of technical and financial bids submitted against this RFP Document.
- 4.2.18 “Total Contract Value” means maximum value payable to the Selected Millers which is agreed between the Purchaser and the Selected Millers for the project.
- 4.2.19 “Week” means the designated time frame consisting of all seven days of a calendar week, including public holidays (as declared by the Government of Punjab), Saturday and Sunday.
- 4.2.20 “Atta” means Wheat Flour (Atta) produced by milling of wheat through stone grinding, conforming to the quality standards prescribed by FSSAI.

## 5 Introduction

### 5.1 Overview

Targeted Public Distribution System (TPDS or PDS) is a food security system, established by the Government of India under the Ministry of Consumer Affairs, Food and Public Distribution and managed jointly with the State/UT Governments/Administrations, to distribute highly subsidized food grains to the economically weaker sections of the society. Under the PDS the subsidized food grains (wheat and rice) and other essential commodities like Sugar, Salt, and non-food commodities like Kerosene are distributed through a network of Fair Price Shops (also known as ration shops) established across the States/ UT Governments.

The operations related to Targeted Public Distribution System in the State of Punjab is managed by the Department of Food Civil Supplies & Consumer Affairs, Government of Punjab. The primary policy objective of the Department is to ensure food security for the state through timely and efficient procurement and distribution of essential commodities. This involves procurement of essential commodities, building up and maintenance of food stocks, their storage, movement and delivery to the distributing agencies.

In Punjab, the beneficiaries are basically divided under 2 categories namely PH and AAY card holders. The key statistics of Punjab under various heads are as following:

Ration Cards across the State		
S. No.	Category	No. of Cards
1.	Antyodaya Anna Yojana (AAY)	98,947
2.	Priority Household (PH family)	36,99,376
Total		37,98,323

The Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab distributes Wheat to the intended beneficiaries every three months (Based on Monthly quota).

Commodity Delivered & Distributed each month		
S. No.	Commodity	Metric Tonnes/month (approx.)
1	Wheat	72,500

*Note:- The figures in above Tables are indicative only, as addition/deletion of beneficiaries/cards is ongoing process under NFSA.*

Wheat assigned for distribution to NFSA beneficiaries managed by a network of approximately 18,000 licensed Fair Price Shops in Punjab which are appointed by the Department in line with the Targeted Public Distribution System (TPDS) guidelines. There are around 6000 identified FPS locations that are currently unserved.

With an aim to reform the Targeted Public Distribution System (PDS) in Punjab and to ensure the targeted beneficiaries receive their monthly ration in a transparent manner with maximum ease, Punjab government has planned to introduce last mile delivery, monthly distribution and distribution of Atta along with wheat in packed form depending on requirement of beneficiaries. This is planned to be executed through MFPS owned or operated by Purchaser initially.

For the purpose of implementational ease, 23 districts have been divided into 4 different zones as mentioned below:



- a. Zone I: Hoshiarpur, Kapurthala, SBS NAGAR, Ludhiana and Jalandhar
- b. Zone II: Amritsar, Gurdaspur, Pathankot and Tarn Taran
- c. Zone III: Faridkot, Ferozepur, Moga, Shri Muktsar Sahib, Bathinda & Fazilka
- d. **Zone IV: Fatehgarh Sahib, Malerkotla, Patiala, Sangrur, S.A.S Nagar, Roopnagar, Barnala & Mansa**

Sl. No.	Zone Name	No. of Blocks	No. of MFPS
1	Zone I	45	243
2	Zone II	33	147
3	Zone III	32	121
4	<b>Zone IV</b>	<b>43</b>	<b>289</b>
		<b>153</b>	<b>800</b>

**This RFP is concerned with selection of Millers in Zone IV, which includes the District of Fatehgarh Sahib, Malerkotla, Patiala, Sangrur, S.A.S Nagar, Roopnagar, Barnala & Mansa**

For implementation of this project Purchaser intends to engage millers to lift the NFSA wheat from the respective godowns, process and packaging of NFSA Atta and wheat further deliver to designated MFPS locations. The millers shall grind the wheat into Atta, pack the Atta and wheat in the 5 kg and 10 kg bags as per the specifications provided in this bid document and store these bags at its storage facility. Time is of the essence in this contract and millers are expected to deliver the packed Atta and wheat at designated MFPS/delivery points within the timelines as decided by the Purchaser without any deviation.

In the first phase of scheme 31 millers have been selected for processing and packing of Atta in the below mention Tender. Now, due to portability, the demand of packed Atta/Wheat has increased, Markfed intends to increase the milling capacities accordingly. For that purpose, this tender is limited to the millers who have not been selected in below-mentioned tender. This tender shall require further 18,125 MT capacities of millers in all the 4 zones.

Sl. No.	Tender Detail	Ref. no.	Total Quantity offered in all Zones
1.	RFP for the selection of millers and transportation of wheat and atta for distribution to the NFSA beneficiaries in state of Punjab for Zone 1, 2, 3 & 4	MFD/MFPS/2023-24/Z4 (Z1/Z2/Z4)	18,125 + 25% = 22,657 MT

## **5.2 Overview of The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED)**

The Punjab State Co-operative Supply and Marketing Federation Ltd. Known as “MARKFED” was registered in 1954 committed to the service of the farmer community of the state of Punjab. Purchaser, being a state government procuring agency is engaged in procurement of agricultural produce. It procures wheat, paddy and moong on behalf of Government of Punjab/ Government of India through Food Corporation of India / National Agricultural Cooperative Marketing Federation of India as part of Minimum Support Price (MSP) policy / Price Support Scheme.

The main objectives of MARKFED are:

1. Procurement of food grain from farmers under MSP schemes for central pool.
2. Distribution of agriculture products, fertilizers, agrochemicals, seeds through cooperative network and through private distributors.
3. Processing and marketing of agriculture produce of farmers in a scientific manner in the most technologically advanced plants
4. Production and marketing of edible and non-edible products in Punjab and neighboring states
5. To supply consumer goods to the public at reasonable rates through its Stores.

MARKFED has been entrusted with the responsibility of implementation of PDS which aims to deliver packaged wheat and Atta to the beneficiaries enrolled in the service proposed under TPDS. To implement the same, MARKFED/Purchaser is looking to engage multiple Flour/ Atta Chakki Mills located in Punjab to carry out the following activities:

1. Lifting and transport of Wheat from PUNGRAIN godown
2. Processing of wheat into Atta at milling unit as per the specification prescribed in this RFP document.
3. Packaging of Atta and wheat in 5 kg and 10 kg bags as per the specifications provided in the RFP.
4. Storage of NFSA wheat, Atta and packed wheat at their storage facilities.
5. Delivery of Atta and wheat at designated MFPS.

Managing the above processes completely shall be responsibility of Selected Millers in every manner. The allotment of work to a mill shall be carried out based on the milling capacity of the flour/ Atta chakki mills.

## **6 Scope of Work**

Punjab Government has decided to realign PDS commodity distribution, wherein Atta/wheat will be delivered to NFSA beneficiaries of Punjab. In this regard, Purchaser is looking forward to engaging flour/ Atta chakki mills who shall be responsible for transporting the wheat from PUNGRAIN godowns to mill and then primary cleaning, grinding, packing of Atta, packaging the wheat and storage of finished goods at respective storage facilities from where the miller will lift and deliver the same to the MFPS for further distribution to NFSA beneficiaries.

As per the directions received from Government of Punjab, the quantity of packaged wheat and Atta will be required in the ratio of 60:40, to begin with, which may be reviewed subsequently, based on the need, demand and as per the instruction of Government of Punjab. This means about 40% of the wheat will be processed into Atta and remaining will be packaged as wheat.

For a total NFSA wheat distribution quantity of about 72,500 MT/ month if 25% quantity is distributed through MFPS, the quantity required to be packaged will be 18,125 MT per month (10,875 MT of packaged Wheat and 7250 MT packaged Atta)

The detailed scope of work of the flour/ Atta chakki mills covers the following activities:

### **6.1 Allocation of NFSA Wheat to Flour/ Atta Chakki Mills**

- 6.1.1 Purchaser at the time of the award of the work will determine the monthly quantity of wheat to be allocated to the Selected Millers based on the existing milling capacity of the Selected Millers as verified by Purchaser at the time of Bid evaluation. The Selected Millers shall acknowledge the receipt of allocation order of NFSA wheat to Purchaser.
- 6.1.2 The maximum quantity of wheat allocated to the Selected Millers for, processing of Atta and packaging of Wheat, at any given point of time shall not be more than 5 days milling capacity of that mill or the value of the Performance Security whichever is lower. The final decision for the total allotment of NFSA wheat and the district/area within zone to the Selected Millers will be at the sole discretion of Purchaser. This contract doesn't guarantee the allocation of NFSA Wheat to the Selected Millers.  
The Selected Miller either shall offer (i) a minimum of 15 days with full capacity utilization or (ii) 60% of the daily capacity for entire month for the allocation to be decided by Purchaser in accordance with the Clause 6.1.12.
- 6.1.3 The allocation of NFSA Wheat for the subsequent month to Selected Millers shall only be issued after satisfactory processing and packaging of NFSA Wheat from the previous allocation.
- 6.1.4 The allocation of NFSA Wheat shall be made at the discretion of Purchaser, with due consideration to work performance, availability of foodgrains and distance from the mill

location. The allocation of NFSA Wheat to Mill, shall be preferably made from the DCP Godown, nearest to the Mill.

- 6.1.5 The allocation to be provided to the Millers preferably on monthly basis as per the demand from MFPS.
- 6.1.6 All the quantities are tentative, and Purchaser may change the same for administrative convenience, if required without assigning any reason whatsoever.

## **6.2 Lifting of NFSA Wheat from Godown**

- 6.2.1 Selected Millers shall arrange to lift and transport the allocated quantity of NFSA wheat from the godown to the milling units on continuous basis and mark the received quantity of NFSA wheat on the technology solution provided to them by the Department.
- 6.2.2 The responsibility to check the quantity and quality of wheat at the time of lifting lies with the selected miller and any kind of quantity or quality deviation in the final product to be supplied in packed form shall not be entertained. The miller shall also check that the allocated bag of wheat is in proper condition, and none of the bags are torn or open and the bags or the wheat inside is not wet prior to loading.
- 6.2.3 The Selected Millers shall ensure that the quantity of wheat lifted by them is weighed on the weighing bridge. Once the quantity is verified, the Selected Millers shall provide the acknowledgement of the delivery challan on the technology solution provided by the Department against delivery of wheat at the time of loading.
- 6.2.4 Once the acknowledgement/confirmation of stock lifting is provided, the responsibility of NFSA Wheat shall rest with the respective millers only. In case of any leakages/ theft/ loss/ diversion/ damage/ deterioration/ transit loss or any other related losses of the NFSA wheat thereafter, it shall be the responsibility of the respective Selected Millers to make good for the loss.
- 6.2.5 In case, if the Selected Millers at the time of loading of NFSA wheat finds out that the content of the bag is wet/rotten or of inferior quality, the Selected Millers should immediately inform and raise a grievance to MARKFED official(s). If any beneficiary, raises any grievance, it shall be redressed as per the Punjab Food Security Rules, 2016, made under the National Food Security Act (NFSA), 2013. Department of Food or MARKFED shall not be held responsible for any replacement on account of bad quality/loss of weight of NFSA wheat / Atta after receipt of same by the Selected Millers.
- 6.2.6 It shall be mandatory for the Selected Millers to weigh empty and loaded vehicles at specified weighbridges and provide acknowledgement on the weighment slip to MARKFED/ Department.
- 6.2.7 The Selected Millers shall arrange the requisite labourers and equipment at their own cost for unloading & stacking of NFSA wheat at the Milling Unit. Loading of NFSA Wheat at DCP Godowns shall be the responsibility of PUNGRAIN.

### **6.3 Storage of NFSA Commodity**

- 6.3.1 The Selected Millers shall process and store NFSA Wheat and Atta at its storage facility. The Selected Millers shall stack them in such a manner that bags can be counted batch wise easily. The storage of private wheat or Atta in the storage facility shall not be mixed with the storage of NFSA Wheat/ Atta which shall be cordoned off to the area specified for the NFSA Wheat/Atta (raw material as well as the final product). The same may attract the imposition of liquidated damages as specified under clause 10 of this RFP Document, in case of any violation.
- 6.3.2 The Selected Millers shall ensure that storage space is covered and scientifically managed to ensure no-loss of commodity for any reason.
- 6.3.3 The Selected Millers shall also keep a sample from each of the batch which samples will be used for quality inspection purpose.
- 6.3.4 The Selected Millers shall ensure adequate space for loading and unloading at the storage facility. The storage facility shall be able to allow entry to transport vehicles with minimum capacity of at least 9 (nine) MT.
- 6.3.5 The Selected Millers shall ensure installation of CCTV camera at loading/unloading area and storage locations where NFSA Wheat (raw and final product) and processed Atta shall be stored. The Selected Millers must keep the CCTV recording for a minimum period of 2 (two) months from the date of receipt of commodity. The live streaming to be shared to Purchaser portal and any other platform as decided by Purchaser.
- 6.3.6 Selected Millers shall use covered storage for storage of grains and Atta to ensure grains and final product are protected from rain, water seepage, rodents etc.
- 6.3.7 The Selected Millers shall maintain record of the quantity of NFSA Wheat received from the godown and Atta and packed wheat ready for further distribution on the technology solution provided by the Department.
- 6.3.8 The covered storage space at the mill shall be sufficient to store unprocessed wheat equivalent to a minimum of 3 days of processing capacity and finished product (apportioned in 5 and 10 kg bags of Wheat and Atta) equivalent to a minimum of 2 days of processing capacity of the mill as quoted in the tender response (For example- if the milling capacity quoted in the tender is 25MT/day then the total storage capacity of the mill should be at least of 125 MT). In case the selected Millers does not have the required storage capacity at the time of submission of the Bid then the Selected Millers will have to provide a declaration to Purchaser that they will augment the capacity before the start of the work in the format provided in Annexure 12.1. The Selected Millers shall be solely responsible for making necessary arrangements for such storage facilities, including any legal obligations such as those in relation to the Selected Miller's property, labour, tax, etc. and obtaining and maintaining necessary clearances and authorizations for all such facilities.



- 6.3.9 The Selected Millers should provide 24\*7 access to Purchaser and the team/officials/agency authorized by Purchaser for carrying out surprise inspection/verification of the inventory or to carry out compliance check of store/warehouse/processing unit or quality inspection of stored NFSA produce.
- 6.3.10 Keeping in view the allocation and efficient distribution of packed Atta and wheat to the MFPS, Purchaser may request the Selected Millers to provide additional storage capacity subsequently.

#### **6.4 Milling/Grinding & Packaging of NFSA Wheat into Wheat Flour Atta and Packaging of Wheat**

- 6.4.1 The Selected Millers shall take the wheat grains stacked at their raw material godown to the milling area for wheat flour milling and packaging.
- 6.4.2 Before processing of wheat into Atta, the Selected Millers shall ensure that all kinds of foreign matter and impurities like mud balls, stones and jute threads, straws, sticks stones etc. are removed from the wheat grains. The Selected Millers shall use machineries to remove the ferrous impurities from the NFSA Wheat.
- 6.4.3 The cleaned wheat shall then be processed to make Atta, which shall be rested for 24 hours to ensure shelf life.
- 6.4.4 The Atta and Wheat shall then be packed in 5 kg and 10 Kg bags as per the specification provided by Purchaser in Annexure 12.3. In case of any change in the packaging, the Selected Millers has to comply for the same at no extra cost. Any change in packaging specification will be communicated with the reasonable notice by the Purchaser.
- 6.4.5 The following standards as prescribed by FSSAI are to be followed for Atta. (Failing which the Purchaser shall have a right to reject the Atta supplied by the Selected Miller(s))

Sr. No.	Parameter	Specification
1.	Moisture	12% Maximum,
2.	Ash	Max. 2%
3.	Dry Gluten on dry basis	Above 6%
4.	Acid Insoluble Ash on dry basis	0.15% Max.
5.	Alcoholic Acidity	0.18% Max.
6.	Crude Fiber on dry basis	2.5% Max.
7.	Granularity	Not less than 98% by mass of the material shall pass through 500-micron I.S. sieve (35 mesh)
8.	Uric Acid	100 mg/kg Max.
9.	Shelf Life	45 Days

Nutritional contents shall confirm to the following specifications for Atta:

<b>Nutritional Information* (per 100 gms)</b>	
Energy (Kcal)	350
Protein (g)	10.5
Fats (g)	1.7

Carbohydrates (g)	75.1
Of which Sugar (g)	5.4
Dietary Fibre (g)	12
*Approximate values	

- 6.4.6 In case of wheat, the Selected Miller shall pack the same stock that they have lifted from the PUNGRAIN godown. It shall match the COA (Certificate of Analysis) of the packaged wheat with the wheat lifted from the godown, at the time of delivery of packaged wheat and accordingly the record shall be maintained by the Selected Miller.
- 6.4.7 Selected Millers will supply Atta/ wheat equivalent to the total wheat lifted i.e. The Selected Millers will supply 100 Kg of Atta and/or packaged wheat against 100 Kg of wheat lifted.
- 6.4.8 The byproducts if any arising out of the manufacturing of Atta shall be the property of the Selected Millers. Bidder must ensure the revenue from the sale of byproducts is considered while quoting the rates against the milling charges in response to the RFP.
- 6.4.9 While converting NFSA Wheat into Atta, if there is any reduction in weight primarily on account of removal of foreign matter or chaff, the Selected Millers shall make good the deficiency in weight from its own sources, with any such sources being the same or better specification than the wheat from PUNGRAIN. Selected Millers shall ensure that the cost of adding additional Wheat/Atta is inbuilt in the grinding and packaging cost quoted as part of their Bid.
- 6.4.10 The quality of cleaning, milling, packing etc. shall be such that the shelf life of Atta supplied by the Selected Millers is at least 45 days. Selected Millers is required to guarantee 45 days of shelf life for the Atta, and it shall be submitted in the form of self-attested certificate (Annexure 12.2) for Atta processed by the Selected Millers.
- 6.4.11 The Selected Millers shall be bound to execute any work not mentioned in the scope of work but found necessary at later stage, that is incidental to or ancillary to, or otherwise necessary for successful completion of the scope of work envisaged, without any extra cost.
- 6.4.12 The Mill must meet the quality standards as per the guidelines of the Government of India/Government of Punjab/ FSSAI Norms.
- 6.4.13 The Selected Millers may get wheat in jute bag (Gunny) or HDPE or any other from at PUNGRAIN godown. The Selected Millers shall retain these bags for their own usage or can sell the same in open market. The Bids submitted must factor in the price of retaining or selling these bags in open market. Purchaser will not bear any tax liability, if any, arising out of sale of bags by the Selected Millers and the same shall be borne by Selected Millers only.
- 6.4.14 The Selected Millers shall submit the daily milling report of the wheat processed in the technology solution provided to them by the purchaser.

## 6.5 Quality Control and Inspection

In view of the shelf life of Atta, the following method of quality assurance shall be followed by the Selected Millers:

- 6.5.1 The Selected Millers must, at all times, ensure that the Atta produced shall always conform to the quality standard/specification approved/prescribed by FSSAI, as specified in point 6.4.4 and 6.4.5 of this document and additionally adhere to quality standards/specifications of “Wheat Atta”, the nomenclature of which has been replaced with “Atta” by FSSAI. Strict compliance with these quality standards is mandatory and any deviations shall not be permitted under any circumstances.
- 6.5.2 The Selected Millers must have at least 1 (one) analyst/chemist having requisite qualification for quality analysis and to provide quality certification of the flour produced by the milling unit.
- 6.5.3 The Selected Millers shall ensure to collect atleast 3 (three) samples from each batch of the processed Atta at the time of packaging and verify the quality of any of the sample of processed Atta. The remaining 2 (two) samples shall be sealed and kept at the Flour/ Atta chakki millers mill premises for a period not less than 60 (sixty) days. In case any of the 3 samples fails, the Selected Millers shall be subjected the imposition of liquidated damages as specified under Clause 10 of this RFP Document.
- 6.5.4 The sample shall be analysed in the mill/authorized laboratory for checking its conformity with the standards specified in the RFP Document, after which the same shall be packed. The Selected Millers shall maintain batch and date wise production-cum-analytical register duly certified by the analyst/ chemist. The Selected Millers shall share the result of the analysis/testing of each batch with Purchaser.
- 6.5.5 The Purchaser may at any point of time, collect random sample(s) from any of the batch of the processed wheat and get it tested from FSSAI approved/NABL accredited/Government recognized laboratory. In case of failure of any of the samples collected by the Purchaser, the Selected Millers have to recall the complete batch for which the entire cost including the new wheat, wheat processing, packaging and labelling, transportation and delivery cost shall be borne by that Selected Millers only, and in case of such recall the Selected Miller shall be deemed to have failed to supply the entirety of such batch.
- 6.5.6 Purchaser shall also be entitled to initiate any action as deemed appropriate if the quality of Atta supplied is not as per the prescribed quality specifications and time limit.
- 6.5.7 The cost of the sampling and testing/certification is to be borne by the Selected Millers.
- 6.5.8 The charges of lab testing carried out by the committee constituted by Purchaser shall be borne by Purchaser. However, if any of the samples of Atta is found to not be in conformity with the standards specified in the RFP Document, the charges of lab testing shall be borne by the Selected Miller.
- 6.5.9 Selected Millers shall be responsible for quality and quantity of packed bags.
- 6.5.10 The Selected Millers shall ensure the entoleter are deployed, working properly and effectively to destroy the insect eggs and larva with minimum 99% efficiency. The samples may be collected randomly and tested for quality through analysis.

## 6.6 Packing, Marking, Labels and Assigning of Unique ID

- 6.6.1 The Wheat Flour (Atta) and Wheat shall be packed in 5 kg and 10 Kg bags and shall be packed in master bag of 50 kg (5x10 kg & 10x5 Kg) as per the specifications of packing material given at Annexure 12.3. The denominations and quantity of the packages shall be updated time to time and are subject to change (at the Purchaser's sole discretion).
- 6.6.2 The Selected Millers shall ensure packing must be done in standard size bags in accordance with the technical specifications mentioned at Annexure 12.3 ensuring enough protection of the Atta and wheat to prevent its damages or deterioration during transit to the MFPS.
- 6.6.3 Each packaging of Atta and wheat shall bear labels as per FSSAI standards.
- 6.6.4 The wheat from one allocation shall be processed in batches. Details of batch including batch No., date of packaging and production, "Best before (date/month/year)" should be clearly inscribed on the packet. District/Circle Code should also be printed on each packet of flour.
- 6.6.5 The Selected Millers shall assign unique batch wise labeling to each packaged bag of Atta and wheat as per the following nomenclature –
- a) **Mill name and address**
  - b) **Date of manufacturing (for Atta) / Date of Packaging (for wheat)**
  - c) **Raw Material Batch Code**
  - d) **Finished Good Batch Code (Format: RM Code<Miller Code>/<YYMMDD> <Quantity\_In\_MT> <Number starting from 0000001 onwards on daily basis>Shift); etc.**
- These fields are indicative in nature and are subjected to change as per the requirement of the Purchaser.
- 6.6.6 The Selected Millers shall maintain proper records pertaining to quantity of wheat lifted from PUNGRAIN godown, batch wise process of Atta, packaging and storage at their storage facility on the technology solution provided by the Department. Each bag of Atta should carry a unique number and should be traced back to origin i.e., lifting point at Godown. The information will be used for carrying out quality audits.
- 6.6.7 The quality of packaging shall be enough to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, sunlight and humidity during transit and storage under adverse climatic conditions.
- 6.6.8 The Selected Miller shall arrange the packaging material as per the specification provided by the Purchaser and printing on bags shall be as per given design and content as specified by the Purchaser. The same may change from time to time (at the Purchaser's sole discretion)
- 6.6.9 Packing shall conform to all applicable laws and regulatory requirements under all applicable laws, including those prescribed by FSSAI, and the Legal Metrology Wing Punjab, and other provisions mentioned in this RFP Document, and the Contract.

- 6.6.10 To ensure the quality of packing material for packing of Atta and wheat by the Selected Millers, a random sample of the packing bag will be drawn by the Purchaser's representative from the bales/rolls of packing material, and it will be sent for quality analysis/ testing to the laboratory authorized by Food and Drugs Administration / Government. The representatives of Purchaser can do the quality check at any of the Selected Miller's location.
- 6.6.11 Selected Millers shall keep a sample of one packaging bag from each batch for quality inspection and tracing in case of any complaint received from the beneficiaries.
- 6.6.12 Failure on the part of the Selected Miller to meet with the packing and labeling requirements shall entitle the Purchaser to reject the goods. If the failure is continuing and is not rectified by the Successful Bidder within 15 days after the failure notice by Purchaser, then the Purchaser shall be entitled to terminate the contract and to lodge financial and other claims against the Successful Bidder as may be warranted.
- 6.6.13 No packet of Atta or wheat shall be sent to designated MFPS, if it is not in compliance with the packaging guidelines shared by Purchaser.
- 6.6.14 The Selected Millers shall report the total number of packets which are ready for distribution on the technology solution provided by the Department on daily basis. Selected Millers shall also report the delay if any in dispatch of the packed Atta and wheat to the Purchaser.
- 6.6.15 Purchaser will not be liable to make any payment to the Selected Millers for any goods that have been rejected or for any other claims that the Selected Millers may make for damages or otherwise following the termination of the Contract.
- 6.6.16 The Selected Millers shall ensure installation of CCTVs at the places of packaging of Atta and wheat. The CCTV feed shall be safely stored for a minimum period of 2 (two) months from the date of processing.
- 6.6.17 Selected Millers shall ensure the milling/grinding, Packaging and storage of Atta and Wheat bags at storage their designated storage facilities as per the guidelines defined in this RFP.
- 6.6.18 The Selected Millers shall ensure that the packed Atta and Wheat bags are handled with hygiene and as per all applicable food regulations. The tracing and tracking throughout the lifecycle should be done using CCTV based surveillance and the technology solution provided by the Department.

## **6.7 Delivery of Atta and Wheat from Flour Mill Storage Facility**

- 6.7.1 The Selected Millers must ensure that the monthly ordered quantity of the Atta as per the quality and packing specifications should be made ready for supply as per the demand of Purchaser.
- 6.7.2 The Selected Miller should process and pack the allotted quantity on FIFO (first in first out) basis within 10 (ten) days from the allotment of quantity and same shall be communicated to Purchaser, Punjab for lifting the stocks.
- 6.7.3 As soon as the processing of NFSA Wheat to Atta is complete and Atta / wheat is packed it is to be communicated to Purchaser for further delivery to the MFPS.
- 6.7.4 Selected Millers shall strictly maintain "First in First Out (FIFO) "system for the delivery of Atta and wheat in accordance with the date of production/ packaging.
- 6.7.5 The Selected Millers shall weigh and measure the Atta / wheat bags before loading. The Selected Millers shall also issue receipt with number of bags and total weight dispatched along with transport vehicle.
- 6.7.6 The Selected Millers shall be responsible for lifting and transportation of Atta and wheat from the milling/ packaging unit to their storage facility from where it shall be further transported to MFPS.
- 6.7.7 The Selected Millers shall submit the weight of consignment along with total no. of bags in the technology solution before loading it for further transport.
- 6.7.8 The Selected Millers shall arrange the requisite labour their own cost for loading of packed Atta and wheat at the Milling Unit.

## **6.8 Arrangement and Management of Transportation from Godown to Mill and from Mill to MFPS**

- 6.8.1 The Selected Miller shall be responsible for arrangement and management of transport vehicles for the purpose of transportation of NFSA wheat from PUNGRAIN godown to their mill and packaged Atta and wheat from mill to the designated MFPS.
- 6.8.2 The Selected Miller shall ensure requisite manpower required for driving of the vehicle along with all the other operations associated with the transportation and delivery of NFSA Wheat and Atta.
- 6.8.3 The Selected Miller shall ensure stacking of NFSA stock is done in such a manner that Atta and wheat packet (within Master bags) do not damaged, can be counted easily and segregation of packets based on size/denomination is also possible.

- 6.8.4 The Selected Miller shall ensure installation of CCTV camera and GPS in the transportation vehicles which shall be used to record the transaction and for tracking of the vehicles during transportation of NFSA Wheat and Atta from godown to the Milling Unit and Milling Unit to designated MFPS. The Selected Miller must keep the CCTV recording for a minimum period of 2 (two) months from the date mentioned on the delivery challan received by the Selected Miller at the time of lifting NFSA Wheat from the godown. The access of live streaming of CCTV and GPS feed is to be shared by the Selected Millers with the Purchaser. The network connectivity for CCTV and GPS in the transportation vehicles shall be the responsibility of the Selected Millers.
- 6.8.5 The transportation vehicles shall be kept clean and hygienic in order to avoid any kind of damage/degrading of the NFSA Wheat and ensure highest standards.
- 6.8.6 The Purchaser may, at any time carry out inspection check of the transportation vehicles being used for transportation and delivery of NFSA Wheat. During the inspection the manpower deployed with the vehicles shall cooperate with the inspection team of the Purchaser.
- 6.8.7 The Selected Miller shall ensure that the transportation vehicles assigned for transportation and delivery of NFSA Wheat has all the valid documents such as motor insurance, valid licenses, registration certificate, pollution certificate etc.
- 6.8.8 The responsibility shall lie with the Selected Miller in case of any damage to goods, personnel, technology devices installed in the transport vehicle being used for the purpose of transportation during the transit and may be deducted from the bill of the Selected Miller.
- 6.8.9 The transportation vehicles being used shall adhere to all the provisions of the Motor Vehicle Act, 1988 and amendments thereof. The responsibility of wear and tear of the transportation vehicles lies with the Selected Millers only. The Selected Miller must ensure due insurance and timely service of these transportation vehicles.
- 6.8.10 The Selected Miller shall ensure availability of all the required tools/equipment in the transportation vehicle to carry smooth and quality delivery operations. All transport vehicle shall have vehicle tracking system (GPS) comply with the technology solution of department.
- 6.8.11 In case of any accident during the currency of the Contract, it shall be the responsibility of the Selected Miller to bear all the loss/expenses for the same including the value of NFSA stock loaded in the vehicle.
- 6.8.12 The Selected Miller should ensure that the driver driving the transport vehicle should carry the necessary valid license failure of which shall lead to penalties. In case of any challan of the vehicle, or any other legal liabilities accrued by the transportation vehicle during the performance of the scope of work, the Purchaser shall not be responsible.
- 6.8.13 Any damage caused to the reputation of the Purchaser or the Government of Punjab due to any mismanagement during transportation, delivery or execution of the work Selected Miller or its subcontractors, shall attract liquidated damages as per the SLA section (Clause 10) of this RFP Document.

- 6.8.14 It shall be the sole responsibility of the Selected Miller to bear the charges for fuel, manpower to be deployed, insurance, wear and tear of vehicle/technology components like CCTV, GPS etc., tools/equipment to be deployed in the transportation vehicles or any other cost as may be incurred during the transport and delivery operations of NFSA Wheat.
- 6.8.15 Distribution of packaged Atta and wheat starts from 1st of every distribution month and the Selected Miller must ensure that the delivery of packaged Atta and wheat to the designated MFPS is complete by 25th of the previous distribution month. Only failure deliveries which is due to unavailability of beneficiaries shall be allowed after 25th of distribution month till the last day of the distribution month. Anticipation of any obstructions in the delivery plan shall be brought to the notice of the Purchaser within reasonable time.

## 6.9 Other obligations of the Selected Millers

- 6.9.1 Selected Millers shall install fire Safety measures all over the Mill and Storage Facility premises. The trucks/vehicles transporting the wheat grains should also be equipped with fire safety measures/fire extinguishers.
- 6.9.2 CCTV feeds from the milling/grinding unit, packaging and place of storage and transport vehicles to be stored for a minimum period of 2 (two) months by The Selected Millers.
- 6.9.3 Selected Millers should have necessary weighing capacity or weigh bridges either inside or near to their mill to ensure Atta and wheat is handed over for transport after weighing the same.
- 6.9.4 Selected Millers shall ensure that the flour/ Atta chakki mills premises shall have proper sanitation, ventilation and proper hygiene.
- 6.9.5 Selected Millers shall ensure loading of the packaged Atta and wheat master bags in the transport vehicles for transport from the Selected Miller’s mill to the designated MFPS.

## 7 Eligibility / pre-qualification- cum- Technical Qualification criteria

The evaluation of Selected Millers shall be carried out by the Tender Evaluation Committee as per the pre-qualification / eligibility criteria-cum- technical qualification defined in this document. Bids of the Selected Millers, who don’t meet the required pre- qualification/eligibility-cum-Technical qualification criteria mentioned in this RFP shall be treated as non-responsive and shall not be considered further.

The eligibility criteria are given as below: -

S. No.	Eligibility Criteria	Supporting documents
1	<p>Bidder should be either:</p> <ul style="list-style-type: none"> <li>• A company registered under the Indian Companies Act, 2013 / 1956 OR</li> <li>• A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR</li> <li>• A partnership firm registered under the Indian Partnership Act, 1932 OR</li> </ul>	<p>Any relevant document to prove that the Bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, Registration Certificate of Cooperative Society etc.</p>



	<ul style="list-style-type: none"> <li>• A sole proprietorship firm OR</li> <li>• Registered Cooperative Society</li> </ul>	
2	The Bidder should have a flour/ Atta chakki mill with a minimum capacity of 25 MT per day of stone grinding in the respective Zone.	<ul style="list-style-type: none"> <li>• Certificate of Chartered Engineer/ CA for milling capacity of Atta Chakki through stone grinding.</li> </ul>
3	<p>The Bidder should have a minimum three years of experience of running wheat flour mill.</p> <p>In case, the Bidder does not own the flour/ Atta chakki mill and is running the same on lease from min. last 3 years, then the lease period of the flour/ Atta chakki mill should be valid for a further min. period of 3 years from the date of submission of the Bid. The lease agreement for the same must be registered as per the provisions of Indian Registration Act 1908 (as may be amended from time to time). Bidder should ensure uninterrupted milling process.</p>	<ul style="list-style-type: none"> <li>• Self-declaration of three years' experience <b>supported by electricity bills.</b></li> <li>• Registered lease with minimum 3 years validity from the date of submission of proposal (If Applicable)</li> </ul>
4	The Bidder should have a minimum annual average turnover of Rs. 1.00 Crore (Rupees One Crore only) from similar works for the last three financial years (i.e., FY 20-21, FY 21-22, FY 22-23)	<ul style="list-style-type: none"> <li>• Audited financial statements OR</li> <li>• Certificate from chartered accountant clearly certifying the turnover requirements</li> </ul>
5	The Bidder should have positive net worth and should be a profit-making company for each of the last three audited financial years for which average annual turnover shall be evaluated.	Certificate duly signed by Chartered Accountant confirming the net-worth of the bidder.
6	The Bidder must ensure to deposit the RFP document fees and EMD	Receipt of Deposit.
7	Submission of Atta chakki license issued by Punjab State Agricultural Marketing Board under section 10 of the Punjab Agricultural Produce Markets Act, 1961, clearly mentioning active validity of the license.	Complete copy of the license with active validity.
8	<p>FSSAI License / Certifications</p> <p>Mill hygiene, sanitation and safety standards should be as per the norms set by FSSAI.</p>	Copy of complete FSSAI license with active validity including the capacity and category for which the license is issued.

9	The Bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copies of relevant valid certificates
10	The signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the bid on their behalf.	Authorization letter format attached at <b>Annexure 12.5</b>
11	Scanned copy of this RFP Document, corrigendum (if any), clarification issued by Purchaser, duly signed and stamped on each page by the authorized signatory of the Bidder as a mark of acceptance of all conditions of this RFP.	Signed and stamped copy of the RFP Document by the authorized signatory.
12	Proof of Covered Storage  The covered storage space at the mill should be sufficient to handle both unprocessed wheat and processed Atta equivalent to a minimum of 5 days processing capacity of the mill as quoted in the Bid or should ensure to increase the same before the start of the work.	Self-attested certificate for covered storage space as in <b>Annexure 12.1</b>
13	Wheat to Atta Conversion Ratio  Self-attested certificate to deliver 100% Atta/wheat of the total NFSA Wheat handed over by Purchaser as defined in RFP	Self-Certification of the Bidder  Annexure 12.2
14	The Bidder shall submit the undertaking that the  Bidder:-  a. Has not ever been under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any state govt. / central govt. / board, corporations and government societies / PSU for any reason.  b. Is not insolvent, in receivership, bankrupt or being wound up, nor have its affairs been administered by court or judicial officer, nor have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.	Self-Certified letter  Format attached at <b>Annexure 12.4</b>

	<p>c. And their directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>	
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**Note:** All the above-mentioned documents must be scanned and uploaded on the State e-procurement portal only i.e. [eproc.punjab.gov.in](http://eproc.punjab.gov.in)

## **8 Bid Related Details and Evaluation**

### **8.1 Preparation of bid**

- 8.1.1 The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the RFP Document. Failure to furnish all the necessary information as required by the RFP Document or submission of a Bid not substantially responsive to all the requirements of the RFP Document shall be at Bidder's own risk and may be liable for rejection.
- 8.1.2 Once the Bid is submitted, it will be presumed that the Bidder has seen and understood the quantum of work to be done.
- 8.1.3 The Bid shall be uploaded on the <https://eproc.punjab.gov.in> website by the Bidder or duly authorized person(s) to bind the Bidder to the Contract.
- 8.1.4 The Bidder shall be responsible for all costs incurred in connection with participation in the tender process.
- 8.1.5 The Bids submitted by fax/ e-mail/ envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 8.1.6 All correspondences between the Bidder and Purchaser shall be written in the English language.
- 8.1.7 All information supplied by bidders shall be treated as contractually binding on the Bidders on successful award of the assignment by Purchaser on the basis of this RFP Document.
- 8.1.8 Separate Bids shall be submit for separate zone, i.e if any bidder has multiple mills at multiple locations in different zones then separate bid shall be submit for each zone.
- 8.1.9 Failure to comply with the below requirements shall lead to the bid rejection:
  - a) Comply with all requirements as set out within this RFP Document.
  - b) Submission of the forms and other particulars as specified in this RFP Document and respond to each element in the order as set out in this RFP Document.
  - c) Submission of all supporting documentations specified in this RFP Document, corrigenda or any addenda issued.

## **8.2 Validity of Bids**

- 8.2.1 Bids shall remain valid till the expiry of 90 (Ninety) days from the date of submission of Bids. Purchaser reserves right to reject a Bid valid for a shorter period.
- 8.2.2 If required, Purchaser may solicit the Bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.
- 8.2.3 Purchaser reserves the right to annul the tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
- 8.2.4 Purchaser may, at its own discretion, extend the date for submission of proposals.

## **8.3 Earnest Money Deposit (EMD)**

- 8.3.1 The Bidder shall furnish EMD as mentioned in document control sheet in Clause 3 ("Document Control Sheet") through online mode, as part of the Eligibility Criteria as per details provided in the Document Control Sheet of this RFP Document.
- 8.3.2 EMD of the all the Bidders shall be released once the tendering process is over. For Selected Millers, EMD shall be refunded once they submit Performance Security in the form of PBG (in the format provided in Annexure 12.7) of an amount as mentioned in the Document Control Sheet of this RFP document in the favour of Purchaser valid for a period of 38 (thirty eight) months from the date of award of contract.
- 8.3.3 EMD of all bidders will be refunded by Purchaser as promptly as possible after signing of the agreement with the Selected Millers.
- 8.3.4 The EMD submitted shall be interest free and will be refundable to the Bidder without any accrued interest on it.
- 8.3.5 The EMD will be forfeited on account of one or more of the following reasons:-
  - a) Bidder withdraws its Bid during the validity period as specified in this RFP Document.
  - b) Bidder fails to provide required information during the evaluation process.
  - c) In case of a successful engagement, the Selected Miller fails to sign the Contract/furnish PBG as per the maximum time defined in the SLA section of this RFP.
  - d) If a Bidder makes misleading or false representations in the forms, statements and attachments submitted in its Bid.

## **8.4 Deviations**

Bids submitted with any deviations / conditions to the contents of the RFP Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the Bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before Bid submission.

## 8.5 Amendment to the RFP Document

- 8.5.1 Amendments / corrigenda / addenda / clarifications necessitated due to any reasons, shall be made available on website only as provided in the Document Control Sheet. No separate communication either in writing or through email will be made to any interested/ participating Bidders. It shall be the responsibility of the Bidder to keep on visiting the website to amend their Bids incorporating the amendments so communicated through the website.
- 8.5.2 In order to provide prospective Bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, Purchaser, at its sole discretion, may extend the last date for the receipt of Bids.

## 8.6 Clarification on RFP Document

The Bidders requiring any clarification on this RFP Document may submit its queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	RFP Clause No.	Page No.	RFP Clause detail	Amendment Sought / Suggestion	Justification

## 8.7 Bid evaluation process

- 8.7.1 The Bid evaluation will be carried out in 2 stages.
- Stage 1: Evaluation as per the pre-qualification / eligibility-cum- technical qualification criteria (as per Clause 7 of this document).
  - Stage 2: Financial Bids evaluation

- 8.7.2 During process of evaluation of the Bids, Purchaser may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification failing which the Tender Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidder and the Bid may be rejected.

## 8.8 Bid opening

- 8.8.1 Purchaser will constitute a Tender Evaluation Committee to evaluate the Bids submitted by Bidders. No correspondence will be entertained outside the process of evaluation with the Tender Evaluation Committee.
- 8.8.2 The bids submitted will be opened at time & date as specified in the document control sheet of this RFP Document by the Tender Evaluation Committee or any other officer authorized by Committee, in the presence of Bidders or their representatives who may wish to be present at the time of Bid opening.
- 8.8.3 Those Bidders whose Bids are found to be responsive as per the pre-qualification/eligibility-cum-technical qualification criteria, shall further be eligible for next stage of evaluation i.e. financial Bid evaluation.

## 8.9 Financial Bids

- 8.9.1 The second stage will be the financial Bid wherein evaluation will be done for bidders whose Bid have been found responsive as per the pre-qualification- cum-technical Criteria defined in Clause 7.
- 8.9.2 As per the directions received from Government of Punjab, the quantity of packaged Wheat and Atta will be required in the ratio of 60:40, to begin with, which may be revised subsequently, based on the need, demand and as per the instruction of Government of Punjab. This means to start with, about 40% of the wheat will be processed into Atta and remaining will be packaged as Wheat.

Considering the same, we for the purpose of evaluation, have calculated that the end-to-end cost for a 9 MT truck quantity of wheat, for transportation, processing & packaging of wheat and Atta in 60:40 ratio. This cost has been calculated based on a transportation distance of 40 km, considering 20 km from godown to mill and 20 km from mills to designated MFPS.

Based on this calculation it has been worked out the following three rates,

1. Per MT rate for Atta Processing (“A”)
2. Per MT rate for Packaging (“B”)
3. Per MT rate for transport of wheat/ Atta for 40 km (assuming 20km from godown to mill and 20 km from mills to designated MFPS) (“C”)

The ratio of these three rates, A : B : C works out to be 51: 31: 18, which means if a cost of Rs. 100 is incurred in end-to-end process of transportation, processing and packaging of Atta, the cost for milling will be Rs. 51.00, cost for packaging will be Rs. 31.00 and cost of transport will be Rs. 18.00 on an average basis.

8.9.3 In order to make the process of selection of L1, transparent and easy to understand for the Bidder, the ratio of three rates, **A: B : C** i.e. 51: 31: 18, will be considered as the base for bidding and evaluation of Bid.

The bidder shall calculate his rates and quote a single value for the sum of these three costs per MT (A+B+C= D) in the financial form provided in the RFP document

The individual values of three rates will be auto calculated in the bid form based on the ratio of 51: 31: 18,

1. Per MT rate for Atta Processing ("**A**") (51%)
2. Per MT rate for wheat/Atta packaging ("**B**") (31%)
3. Per MT rate for transport of wheat/ Atta for 40 km ("**C**") (18%)

Bidders may note that the aforesaid are for evaluation alone, the purchaser shall not have any liability (or be subject to any claims) in case of any variance in the actual extent, ratio or amounts during the term of the Contract.

8.9.4 The Bidder as part of its financial Bid should account for all out of pocket and other expenses including all permits, approvals, travel cost and licenses etc. that may be required for completion of all items as mentioned in the scope of work of this RFP Document.

8.9.5 The financial Bid should exclude all the GST/service tax, other taxes, duties, cess, etc.

8.9.6 The prices/rates quoted by the Bidder shall remain firm (fixed) during the currency of Contract and shall not be subject to any variation on any account. A Bid submitted with variable price quotation will be treated as non- responsive and hence shall be liable to be rejected.

8.9.7 Financial e-Bid shall be submitted as per the format attached at Annexure 12.6.

## **8.10 Disqualifications**

Purchaser may at its sole discretion and at any time during the evaluation of bids, disqualify/ blacklist any Bidder, if the Bidder has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in Bid documents. The EMD of the Bidder will be forfeited in such cases.
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- c. Failed to provide clarifications related thereto, when sought;
- d. Submitted more than one bid (directly / indirectly);
- e. Declared ineligible or blacklisted, by the Government of India / state / UT government / PSU's / any government society/government board/government corporation for corrupt and fraudulent practices or blacklisted.
- f. Submitted a Bid with price adjustment/variation provision.
- g. Documents are not submitted as specified in this RFP Document.
- h. Suppressed any details related to the Bid.



- i. Submitted incomplete information, subjective, conditional offers and / or partial offers.
- j. Not submitted documents as requested in this RFP Document, including any checklist prescribed hereunder.
- k. Submitted Bid with inadequately long validity period.
- l. Any non-adherence/non-compliance to applicable RFP Document content.

## 8.11 Selection of Bidders

- 8.11.1 The bidders shall bid for this Zone, only if their mill(s) is in the districts of Hoshiarpur, Kapurthala, SBS NAGAR, Ludhiana and Jalandhar. In case, the bidder has multiple mills at different locations under this zone, bidder may bid for multiple mill locations. The details of mill location shall be furnish as per Annexure 12.1.
- 8.11.2 The Bidder who has quoted the lowest Bid value in their financial Bid as per the evaluation under Clause 8.9 above, shall be considered L1. The selection of L1 shall be done separately for all four zones, and empanelment will be done zone wise. Financial quote of remaining Bidders who qualify the eligibility-cum- technical evaluation criteria shall be considered as L2, L3, L4 and so on zone wise.
- 8.11.3 The L1 Bidder in each of the zones will be selected for empanelment for that particular zone and shall be provided an assured allotment of 100% of the offered capacity, subject to the requirement of the Zone. However, if the capacity offered by the L1 Bidder is not sufficient to cater the requirement of the Zone, another Bidder may or may not be engaged on the L1 rates.
- 8.11.4 For the purpose of selection, Bidders whose Bid Rate in the financial proposal is upto 20% (twenty percent) more than the Bid rate of the L1 Bidder shall be considered for engagement in the first instance which will be followed by next 10% (ten percent) in the second instance if the production capacity of the Bidders in the first instance falls short of the requisite capacity and so on provided all these technically qualified Bidders shall be able to match the L1 rates. For example, if the Bid Rate of L1 Bidder is 100 then Bidders whose Bid Rate is less than or equal to 120 (100 + 20% of 100) shall be considered for engagement in the first instance, provided they are able to match the L1 Rates.
- 8.11.5 In case the L1 is substantially lower compared to L2, it will be referred to the Inter-Departmental Committee for taking the suitable decision with consent from the Government of Punjab. In case the Inter Departmental Committee concludes that the L1 is quoted with malafide intentions. In such scenario, the L1 bid shall be considered as non-responsive and EMD of that bidder shall be forfeited and L2 will be declared as effective L1.

## 8.12 Issue of Letter of Intent (Loi)

After completing negotiations and clarifications, Purchaser shall issue a letter of intent (“**Loi**”) or “**Letter of Intent**”). The Loi will constitute the formation of the contract post submission of PBG to the Purchaser as performance security by the Selected Millers as mentioned in this RFP Document.

The Purchaser reserves the right to inspect the premises of Selected Miller at any point of time, and in case of any infirmity, deficiency or non-compliance, the Purchaser may issue a “show cause notice” to the Selected Miller. If the response of the Miller is not found to be satisfactory the Purchaser reserve the right to cancel/terminate the contract along with imposition of other penalties.

### 8.13 Signing of Contract

The Selected Millers shall sign the Contract with the Purchaser within 10 (ten) days of the issuing of Lol. After signing of the Contract, no variation or modification in the term of Contract shall be made except by mutual written amendment signed by both the Parties.

### 8.14 Performance security

8.14.1 As soon as possible, but not more than 10 (ten) days following receipt of Letter of Intent and prior to the execution of the Contract, the Selected Millers(s) shall furnish performance security of an amount as mentioned in the Document Control Sheet of this RFP Document. The format for the PBG is attached at Annexure 12.7.

8.14.2 The amount of Performance Security will be equivalent to the value of maximum limit of NFSA Wheat to be allotted to the miller at any given point of time, i.e. the Wheat equivalent of 5 (five) days processing capacity of the Mill. The value of stock will be calculated based on Rs. 2,500/ Qtl. (Rupees two thousand five hundred per quintal) for wheat. For example, if the capacity of a Mill is 25 MT/day, its 5 days capacity will be 125 MT and, the value of 125 MT stock will be Rs. 31.25 Lakh, therefore miller needs to furnish a Performance Security of Rs. 31.25 Lakh.

$$\text{(Performance Security = 25 x 5 x 25000 = Rs. 31,25,000 /-)}$$

8.14.3 Similarly, if a miller has multiple evaluated mills, then the miller shall furnish a performance security based on total capacity by adding all mill's individual capacity. For example, if the capacity of a Mill A is 25 MT/day, Mill B is 30 MT/day and Mill C is 40 MT/day, then its 5 days capacity will be 375 MT and, the value of 375 MT stock will be Rs. 93.75 Lakh, therefore miller needs to furnish a Performance Security of Rs. 93.75 Lakh.

$$\text{(Performance Security = (25+30+40) x 5 x 25000 = Rs. 93,75,000/-)}$$

8.14.4 The Selected Millers shall furnish the performance security in the form of Bank Guarantee.

8.14.5 PBG against the work order issued thereby shall remain valid until the expiry of a period of 180 (one hundred eighty) days after the expiry of the Contract. Whenever the Contract is extended, Selected Millers will have to extend the validity of PBG proportionately.

8.14.6 In case the Selected Millers fails to submit the PBG within the time stipulated, Purchaser at its discretion may cancel the award of contract to the Selected Millers without giving any notice and the EMD of the concerned bidder will be forfeited.

8.14.7 The Selected Millers will not be entitled for any interest on the performance security submitted.

8.14.8 Purchaser shall forfeit the PBG in full or in part in the following cases:

- a) When the terms and conditions of the Contract are breached/ infringed.
- b) When the Contract is being terminated due to non-performance of the Selected Millers.
- c) The Purchaser incurs any loss due to Selected Miller's negligence in carrying out the project implementation as per the agreed terms & conditions.

## 8.15 Insurance

- 8.15.1 The Selected Miller must ensure that insurance has been obtained against the allocated commodity to ensure any kind of loss, if any, due to any reason can be covered through the insurance. Selected Miller at the time of taking insurance must note that cost (economic value) of per quintal of Wheat is approximately Rs. 2500/quintal (Rupees two thousand five hundred per quintal). In case of any kind of damaged to the commodity in custody of Selected Miller, the cost of the same shall be recovered from the Selected Miller. The cost of foodgrains may vary from time to time depending upon the economic cost in that crop year.
- 8.15.2 The Selected Miller shall provide insurance cover from the start date to the end of Contract period.
- 8.15.3 The Selected Miller shall ensure that Insurance policy of the value of Wheat shall be taken to a comprehensive cover including the losses/theft/fire/damage to the wheat or Atta during storage and processing.
- 8.15.4 The Selected Miller shall provide insurance cover for Loss due to any personal injury or death to the employees/worker/labour of the Selected Miller.

## 8.16 Fraud and corrupt / malpractices

- 8.16.1 All the Bidders must observe the highest standards of ethics during the process of selection of flour/ Atta chakki mills and during the performance and execution of contract.
- 8.16.2 For this purpose, definitions of the terms are set forth as follows:
- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser or its personnel in contract executions.
  - b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
  - c. "Unfair trade practice" means supply of services different from what is ordered, or change in the scope of work.
  - d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 8.16.3 Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, coercive or unfair trade practices.
- 8.16.4 Purchaser will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of Contract(s), if Bidder is found to be engaged in corrupt, fraudulent, coercive or unfair trade practice in competing for, or in executing, the Contract or in relation to this tendering process, at any point of time.

## 8.17 Grievance Redressal

Any grievance of a Bidder/ Miller pertaining to this RFP Document or related tendering process shall be presented by way of filing an appeal in writing to the Appellate Authority (*as defined*

*hereunder*), within 10 days of the decision date. The Appellate Authority after hearing the parties, shall dispose of the appeal and decided on the appeal.

The Secretary, Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab will be the Appellate Authority, and the decision of the Appellate Authority shall be final and binding.

## 9 General Contract Conditions

### 9.1 Standards of performance

The Selected Millers shall deliver the services and carry out its obligations under the Contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Selected Millers shall always act in respect of any matter relating to this Contract as faithful Bidder to the Purchaser. The Selected Millers shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with a third party. The Selected Millers shall conform to the standards laid down in this RFP Document in totality.

### 9.2 Confidentiality

- 9.2.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Selected Millers and/ or the Purchaser to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- 9.2.2 The Selected Millers shall ensure that while providing services, all the details and information exchanged are kept confidential.
- 9.2.3 During the execution of the project except with the prior written consent of the Purchaser, the Selected Millers or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, including the terms of the Contract.
- 9.2.4 The Selected Millers shall maintain the confidentiality of the data stored on the computer systems of the Purchaser. The Selected Millers will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Purchaser has right to take legal action against the firm.

### 9.3 Termination of Contract for default

The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 15 (Fifteen) days sent to the Selected Millers may terminate the Contract/ blacklist the Selected miller in whole or in part for any of the following reasons:

1. If the Selected Millers fails to deliver and perform any or all the services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
  2. If the Selected Millers fails to perform any other obligation(s) under the contract; or
  3. Failure to adhere to the standards and specifications laid down by the Purchaser; or
  4. Discrepancies/deviations in the agreed processes and/or Services; or
  5. Violations of terms and conditions stipulated in this RFP.
- a. In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Selected Millers, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Selected Millers

shall be liable to the Purchaser for any increase in cost for such similar services. However, the Selected Millers shall continue performance of the Contract to the extent not terminated.

- b. The Purchaser's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- c. In the event of failure of the Selected Millers to render the Services or in the event of termination of the Contract or expiry of the term of Contract or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the services contracted with another Selected Millers from same zone. In such case, the Purchaser shall give prior notice to the existing Selected Millers. The existing Selected Millers shall continue to provide services as per the terms of Contract until a 'New Service Provider' / Selected Miller(s) completely takes over the work. During the transition phase, the existing Selected Millers shall render all reasonable assistance to the new Service Provider/ Selected Millers within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Selected Millers is in breach of this obligation, they shall be liable for paying a liquidated damages as provided in Clause 10 (SLA's) of this RFP Document, which may be settled from the payment of invoices or engagement fees for the contracted period or by invocation of engagement fees, or the PBG.

#### **9.4 Termination of contract for Convenience**

The Purchaser may at any time terminate the Contract for any reason by giving 1 (one) month written notice to the Selected Millers, which notice of termination shall refer to this clause. Upon receipt of the notice of termination under this Clause, the Selected Millers shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the services already executed, or any work required to leave the site in a clean and safe condition. In such case provisions under Exit Management clause of this RFP Document shall apply. No additional compensation, damages or amounts of any nature shall be payable to the Selected Miller from the Purchaser on account of any termination by the Purchaser pursuant to this Clause 9.4.

In the event the Selected Miller wishes to terminate the Contract, the Selected Miller may do so after the expiry of a minimum period of 1 (one) year from the date of execution of the Contract, by giving 6 (six) months written notice to this effect, to the Purchaser. The Selected Miller's right to terminate the contract in accordance with this clause 9.4 shall be subjected to the Selected Miller's compliance with all other terms and conditions of the RFP Document, and the Contract (including, without limitation, the provisions of clause 9.12 (Exit Management) of the RFP Document). Provided, the Selected Miller will only be entitled to compensation for the work already actually completed in accordance with the terms of the Contract, and no further compensation, damages or amounts of any nature shall be payable to the Selected Miller in such case.

## **9.5 Termination of contract for Insolvency, Dissolution, etc.**

Purchaser may at any time terminate the Contract by giving written notice of 30 days to the Selected Millers, if the concerned “Selected Millers” becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company, or a petition for such insolvency is admitted (and not stayed or dismissed within a period of 60 days from its institution), or an administrator, insolvency resolution professional or liquidator is appointed for the Selected Miller. In this event termination will be without compensation to the “Selected Millers” provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Purchaser.

## **9.6 Force Majeure**

- 9.6.1 The PBG of the Selected Millers shall not be forfeited and the Contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 9.6.2 For purposes of this clause, “Force Majeure” means an un-foreseeable event beyond the control of the Selected Millers and not involving the Selected Miller’s fault or negligence, and not avoided by reasonable care and due diligence. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires due to natural calamity, floods, epidemics, and quarantine restrictions.
- 9.6.3 If a Force Majeure situation arises, the Selected Millers shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by Purchaser in writing, the Selected Millers shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **9.7 Resolution of disputes**

If any dispute arises between the Selected miller and the Purchaser, then these would be resolved in the following manner:

- a. Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the parties will refer such dispute to arbitration in accordance with sub-clause (b) of this Clause 9.7.
- b. Arbitration: In case dispute arising between the Purchaser and the Selected Millers, which has not been settled amicably, the Selected Millers can request the Purchaser to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator Authority, which is Secretary, Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab. The venue of arbitration shall be Chandigarh, Punjab. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these



arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the Purchaser and the Selected Millers. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

## **9.8 Legal Jurisdiction**

All legal disputes between the Selected Miller and the Purchaser in relation to the RFP Document and the Contract (including the validity thereof) shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

## **9.9 Amendment to the contract**

The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties. In case Purchaser requires to increase the Selected Miller's capacity for meeting the distribution requirements, enhance geographical reach or improve operational efficiency in any other way, it may increase the allotment Limit of Selected Millers and/or engage additional Millers.

## **9.10 Contract period**

This contract shall be valid for a period of 3 (Three) years initially from the date of signing of contract. However, in view of avoiding the cost and time involved in the retendering process, the services of the Selected Miller(s) may be extended for an additional period of 2 (two) years, by mutual consent on the same terms & conditions.

## **9.11 Escalation**

The existing contract price will be considered as base contract rate and all selected bidders shall be eligible for an annual escalation of 5% of the base price. This means if the L1 rate quoted and accepted in Rs.100 (base contract rate), the bidder will be paid Rs.100 for first year, Rs.105 for the second year and Rs.110 for the third year.

## **9.12 Exit Management**

On expiry of the contract, the Selected Millers shall ensure that no order of the processing, packaging and storage of NFSA wheat is pending from his side, and he has fulfilled all the compliances with regard to this engagement. In case of premature termination Selected Millers shall pay the acquisition cost of the balance wheat (Minimum Support Price + Taxes + Loading+ unloading + cost of bag + Transportation + labour expenses + cost & maintenance Charges + admin charges etc.) and interest on procurement cost @12% per annum (compounding monthly) & storage charges to be charged from procurement year of wheat to which it belongs till the time he clears the dues.

## 10 SLA and Liquidated Damages

### 10.1 Financial Damages

S.N.	Activity	Target / Service Level	Liquidated Damages for delays beyond target level
1.	Submission of PBG and signing of Contract	Within 10 (ten) days of release of work order	Rs. 1,000/- per day with a maximum cap of Rs. 20,000/- may be imposed.  If the delay extends beyond 20 (twenty) days, the empanelment may be cancelled and EMD may be forfeited and actions as per the provisions of the Punjab Transparency in Public Procurement Act, 2019 and Rules, 2022 may follow.
2.	Wheat processing quantity	The Selected Millers shall ensure processing of NFSA Wheat per day as per their declared milling capacity and keep the Wheat ready for lifting, within 10 (ten) days from allotment of the lot.	Rs. 1,000/- per day with a maximum capping of Rs. 10,000/- may be imposed.  If the delay extends beyond 10 (ten) days of the set timeline, cost of the entire unsupplied lot may be recovered from the Miller.
4.	Quality of Atta/ Packaged Wheat	The Selected Millers shall ensure to carry out the work keeping in view the FSSAI norms and as per the specification provided by Purchaser.	If the lot is not found as per the specification, a liquidated damage (LD) of Rs. 5,000/- (rupees five thousand) per instance may be imposed and the miller may be asked to provide replacement quantities within 5 (five) days.  Otherwise the cost of the entire lot may be recovered from the Miller.  Repetition of issue may lead to the cancellation of empanelment, forfeiting of PBG and legal action also be initiated.

S.N.	Activity	Target / Service Level	Liquidated Damages for delays beyond target level
5.	Weighing of packaged Atta and wheat	The Selected Millers shall ensure proper weighing and quantity of the 5 kg and 10 kg bags as per the standards of FSSAI.	If the samples from any lot does not match the standards, Rs. 50,000/- per instance penalty will be imposed.  Repetition of issue may lead to the cancellation of Empanelment, forfeiting of PBG and legal action may be initiated.
6.	Packaging and Labeling	The Selected Millers shall ensure packaging and labeling of bags as per the specification provided by Purchaser.	If the lot is not found as per the specification, a LD of Rs. 5,000/- per instance may be imposed and the miller may be asked to provide replacement quantities.
7.	NFSA wheat and Atta Storage	The Selected Millers shall ensure that the storage facility is at par with the requirement of Purchaser.	If the Storage Facility is not as per the requirement, a LD of Rs. 5,000/- per instance may be imposed and the allotment of wheat may be reduced or stopped till the time of satisfactory compliance.  If the delay extends beyond 90 days, the empanelment may be cancelled.
8.	CCTV at the Flour Mill premises	The Selected Millers shall ensure that the CCTV premises are working and stores the recording for minimum 2 months.	A LD of Rs. 1,000/- per instance may imposed and the allotment of wheat may be reduced or stopped till the time of satisfactory compliance.
9.	Stock Entry	The Selected Millers shall ensure proper stock entry in the technology solution provided by the Purchaser.	A LD of Rs. 1,000/- per instance may imposed and the allotment of wheat may be reduced or stopped till the time of satisfactory compliance.
10.	Quality Control and Inspection	Bidder to get quality testing done for every 100 MT Atta processed at mill from NABL/Govt approved Labs.	Rs. 5,000/- per instance  Further, if the lot is not found as per the specification, a penalty of Rs. 5,000/- per instance may be imposed

S.N.	Activity	Target / Service Level	Liquidated Damages for delays beyond target level
			and the miller may be asked to provide replacement.
11.	Delay in Delivery	Ensure delivery of NFSA PDS on time	Rs. 10,000/- per day for delay in delivery to MFPS. Further delay may reduce the allotment of wheat to miller.
12.	Vehicle Tracking System (GPS)	The Selected Millers shall ensure that the GPS system installed & working efficiently with the technology solution by the department	A LD of amounting to Rs. 1,000/- per instance may be imposed and the allotment of wheat may be reduced or stopped till the time of satisfactory compliance.

Note: The maximum LD applicable on the Bidder shall not exceed 10% of the total contract value. In case, the total LD applicable on the Bidder exceeds 10% of the total contract value, the Purchaser reserves the right to terminate the Contract with Bidder. The Parties agree that the LD's are genuine pre-estimates of the loss and damage occurring to the Purchaser on account of such delay and default by the Bidder/Selected Miller and are not by way of penalty.

## **10.2 Other Damages and Actions**

- 10.2.1 If it is found that Bidder has diverted the wheat provided for conversion of Atta and packaging of wheat packets, legal actions under the Essential Commodities Act, 1955 (“ECA”) or any other law in force shall be initiated against the Bidder.
- 10.2.2 In case of any misappropriation, loss or delivery of any stocks of wheat at unauthorized places, the Bidder would be liable for action under the ECA and/or any other law/rules applicable, the Bidder shall be blacklisted for applying for any further tenders with the Purchaser. In case, at any stage, any FIR is lodged under the ECA or the Bidder is blacklisted, the Contract of the Bidder will be terminated immediately.
- 10.2.3 In the event of any breach of the terms and conditions of the agreement by the Bidder, the purchaser’s formed committee shall be empowered to encash the PBG/EMD of the Bidder in part or in full besides any other action which may be warranted including lodging of FIR & blacklisting the Bidder for a period of 5 (Five) years for applying in any further tender called by the Purchaser. The formed committee further reserves the right to waive the levy of penalties/damages of the Bidder in part or full, if the breach is involuntary, due to act of God and other exigencies at their sole discretion. It is further made clear that in case of breach of the terms and conditions of the agreement by the Bidder, the Bidder will be blacklisted for the period mentioned above and shall not be allowed to participate or carryout the milling for the Purchaser for any district of Punjab. The PBG/EMD of such Bidder shall also be forfeited.
- 10.2.4 Failure on the part of the Selected Miller to meet the packing and labeling requirements shall entitle the Purchaser to reject the goods. If the failure is continuing and is not rectified by the Selected Miller within 15 (fifteen) days after the failure notice by Purchaser, then the Purchaser shall be entitled to terminate the contract and to lodge financial and other claims against the Miller under the NFSA, the FSSAI Act, 2006, and others as may be warranted.
- 10.2.5 All the provisions under Punjab Transparency in Public Procurement Act, 2019 and Rules, 2022 will be applicable to this RFP Document.

## **11 General Payment Terms**

- 11.1.1 The Selected Millers shall submit an invoice to the Purchaser describing the amount of Wheat processed as stipulated in the Contract/monthly allocation to the Selected Millers. The Purchaser shall release the payment to the Bidder(s) within 15 (fifteen) days from the date of receipt of bills at District Offices of the Purchaser.
- 11.1.2 Payments to the Bidder will be made for the monthly quantity delivered and accepted and shall be released against submission of following documents.
- a) Quantity of wheat processed against the allocation for the distribution month
  - b) The Selected Millers shall produce quality test certificate conducted by the in-house laboratory and by NABL/Govt Approved Laboratory against each batch processed at the mill for confirmation of quality of the concerned batches of supply.
  - c) The Selected Millers shall be required to furnish any other document required as may be required by Purchaser towards the processing of the payment.

- d) Payments of the Selected Millers shall be subject to the application of liquidated damages and/or SLA penalties (if any applicable) as per the RFP document for that month.
  - e) All payments shall be made through NEFT/ RTGS only, subject to monthly inspection by the Purchaser as per the guidelines set out in this RFP
- 11.1.3 Payment to the Selected Millers for Milling and Packaging of Atta/wheat, will be based on the actual quantity of milling of Atta and quantity of packaging for Atta and wheat. Cost of milling for Atta will be payable at per MT rate for Atta processing and packaging (A) and cost of packaging of Atta and Wheat will be payable at per MT Rate for Wheat/Atta packaging (B). To calculate the payment of Transportation cost, per KM/MT cost of transport will be derived based on per MT rate for transport of wheat/ Atta for 40 km (C). This cost will be divided by 40 to derive the per KM/MT cost.
- The shortest motorable distance between DCP Godown to MFPS will be considered for calculation of transportation cost, irrespective to the Mill location. A minimum cost for 8 km will be payable for transportation and for distance beyond 8 km additional cost based on number of km will be paid at per KM/MT rate.
- 11.1.4 Purchaser may withhold the payment to be done to the Selected Millers due to non-performance/non-delivery of the service as mentioned in this RFP. Decision of Authority in this regard shall be final.
- 11.1.5 Payments shall be subjected to deductions of any amount for which the Selected Millers is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.
- 11.1.6 The decision of the Purchaser pertaining to the quality and quantity of works / services performed by the Selected Millers shall be final and acceptable to the Selected Millers besides being binding. It shall be the responsibility of the Selected Millers to rectify the deficiencies so pointed out without any extra payment. In the event of default by Selected Millers, the Purchaser reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Selected Millers after giving a notice in regard thereto in writing and expenditure so incurred by the Purchaser will be recovered from the invoices of the Selected Millers or from PBG, as it may deem fit.
- 11.1.7 All GST, VAT, and other taxes, duties and any statutory levies etc. payable by the Selected Millers, or otherwise in relation to the Contract, shall be the sole responsibility of the Selected Millers.

## 12 Annexures

### 12.1 Bid Submission Form and declaration for Atta Chakki (Stone Grinding) and Storage

[To be submitted on Flour/ Atta Chakki Millers Letterhead]

I..... S/o or D/o..... R/o ..... hereby self-certify that:

1. I am the Proprietor / Partner / Director of M/s ..... situated at ..... and is running business of wheat flour (Atta Chakki) milling and packaging. The following are the details,

#### General Information

Name of Mill / Firm/ Bidder	
Firm type (Sole Prop/ Partnership/ Company/ Cooperative)	
Registered office	
Name of proprietor/partner/director	
GST	
PAN	

#### Plant wise details

S. No.	Miller unit details	Plant 1	Plant 2	Plant 3
1	Year of Establishment			
2	Details of Mills offered in the Zone			
3	Address			
	<i>Land Area of the mill premises</i>			
	<i>Godown Space in MTs</i>			
4	Mill Capacity of Atta Chakki (Stone Grinding) MT per Day			
5	Offered Capacity of Atta Chakki (Stone Grinding) MT per Day			
6	Total Mill Capacity MT per Day (including roller flour milling)			
7	Commercial Operation Date			

8	Latitude of mills			
9	Longitude of mills			
10	Contact person			
11	Telephone			
12	Email ID			
13	FSSAI registration No.			
14	FSSAI Valid till			
15	Vehicle details			

3. I certify, to allocate a capacity of up-to 15 (fifteen) days for milling capacity for NFSA Wheat.

4. I certify that, the current storage capacity is listed below. I am committing to increase the storage capacity (if required) as indicated below in two months' time from the date of signing the Contract with Purchaser.

S No.	Storage Description (in MT)	Current Capacity (in MT)	Committed increment in capacity (in MT)	Total committed capacity after adding the storage capacity (in MT)
01	NFSA grain storage capacity			
02	Processed Atta storage capacity			
03	Total capacity			

5. The information provided above is true to best of my knowledge, and I shall be responsible for any false statement.

Place .....

Signature of the applicant

Date.....

Name .....

Designation .....

Address .....

Phone .....

Email .....

# Miller can submit bid as per the zone of Milling Unit. In case the bid is submitted for multiple milling units/ multiple zones, the information to be provided above.



## 12.2 Self-Certificate for CCTV, Conversion Ratio, Shelf life and Packaging unit

[To be submitted on Flour/ Atta Chakki Millers Letterhead]

I..... S/o or D/o..... R/o ..... hereby self-certify that:

1. I am the Proprietor / Partner / Director of M/s situated at .....and is running business of wheat flour milling and packaging.

2. I certify that:

- a. I commit to provide CCTV footage for grain receiving (in trucks), storage, processing, Atta packaging, wheat packaging, storage of finished goods and preserve it for a minimum of 2 months from the date of recording for the ready reference of Purchaser.
- b. I am willing to share CCTV footage with Purchaser portal or any other platform as suggested by Purchaser/Department.

3. I certify that, I commit to provide FSSAI standard Atta at 100% conversion ratio (quantity of grain to Atta and Packaged Wheat) as per the requirement of Purchaser (as stated in the RFP Document) as per the rate agreed with the Purchaser.

4. I commit to providing Atta with at least 45 (forty-five) days of shelf life for consumption.

5. I commit to make all necessary arrangements for packaging, labeling and printing unit as per the specification mentioned in RFP.

6. I commit that the above statement is true, and I shall be responsible for any false statement.

Place .....

Signature of the applicant

Date.....

Name .....

Designation .....

Address .....

Phone .....

Email .....

## 12.3 Specifications of Packing Material and Labeling

### 12.3.1 Packing for Wheat Flour Atta /Wheat

1	Size	5 Kg	10Kg
2	Name of Product	Wheat Packing (BOPP laminated bags Multicolor Printing) – Two Layer	Wheat Packing (BOPP laminated bags Multicolor Printing)- Two Layer
3	Product	Bag form with D-cut/with handle	Bag form with D-cut/with handle
4	Specifications	700 Danier+ 12 micron PET	700 Danier+ 12 micron PET
5	Weight per piece	Minimum 26 gms. +/- 1.3 gms.	Minimum 39 gms.+/- 1.95gms
6	Size of bag	12"x18" +/- 5%	15"x22" +/-5%
7	Quality Deductions	If the structure and weight of the bag has a variation above of 5% will be rejected a) If the printing of the material is not as per the design supplied to the Selected Millers including colour combination the same shall be rejected. b) Double Stitching of the bag is required and if found single stitch it will be rejected	If the structure and weight of the bag has a variation of above 5% (five percent), it will be rejected a) If the printing of the material is not as per the design supplied to the Selected Millers including colour combination the same shall be rejected. b) Double Stitching of the bag is required and if found single stitch it will be rejected
8	Design	To be provided by Purchaser and before manufacturing the packing material, the same is to be got approved from Purchaser.	To be provided by Purchaser and before manufacturing the packing material, the same is to be got approved from Purchaser.
9	Printing	In 6 colours as per design & colour combination approved by Purchaser.	In 6 colours as per design & colour combination approved by Purchaser.
10	Note to be written	Not to be consumed if the seal of the bag is found to be broken. Distributed as part of TPDS and not for sale	Not to be consumed if the seal of the bag is found to be broken. Distributed as part of TPDS and not for sale
11	Drop Test	Each pouch must sustain minimum 4 drops from the height 1.25 meter	Each pouch must sustain minimum 4 drops from the height 1.25 meter

**12.3.3 Specification of Master Bag (50Kg)**

1	Product	HDPE Milky white Woven Bags laminated from Inner side.
2	Size	24"x 43" +/- 5%
3	Weight	Minimum 100gm ± 2gm.
4	Design	Design to be provided by Purchaser.
5	Printing	In one or two colours on one side of the Bag to be selected by Purchaser.

## 12.4 Self-Declaration

(On company letter head)

Date: \_\_\_\_\_

To,

Managing Director

MARKFED, Plot No.4, Dakhshin Marg, Sector-35-B, Government of Punjab

Chandigarh – 160022

Subject: Self Declaration

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company)

1. Has not ever been under a declaration of ineligibility for corrupt or fraudulent practices and has not been blacklisted by any State Govt. / Central Govt./ government Board/ government Corporations and/ or government societies / PSU for any reason.
2. Has not ever been, and is not insolvent, in receivership, bankrupt or being wound up, nor have its affairs been administered by court or judicial officer, not have its business activities suspended and has not been the subject of legal proceedings for any of the foregoing reasons.
3. And our directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of 3 (three) years as on date of submission of our Bid and have not been otherwise disqualified pursuant to debarment proceedings.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

## 12.5 Letter of Authorization

(On the letterhead of the entity)

To,

Managing Director

The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED),

Plot No.4, Dakhshin Marg, Sector-35-B, Government of Punjab

Chandigarh – 160022

Dear Ma'am/ Sir,

Sub: Letter of Authorization

<Name> <Designation> is hereby authorized to sign & stamped relevant documents, participate in meetings, submit the Bid, and otherwise act on behalf of the <Company> in dealing with this RFP Document published vide No. dated \_\_\_\_\_, and <Company> shall be bound by his/her actions in this regard. He is also authorized to attend meetings and submit technical and commercial information as may be required by you in the course of processing above said tender.

Authorized Signatory (s) of the Company <Name> <Designation> <Seal>	Signature of the person authorized by Bidder <Name> <Designation> <Seal>
------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

## 12.6 Financial Bids Format

[To be submitted only on the eProcurement portal]

Name of Work: For the Selection of Millers for milling, packaging and transportation of Wheat/ Atta for distribution to the NFSA beneficiaries in the State of Punjab

Name of the Bidder/ Bidding Firm / Company:					
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
Number#	TEXT#	TEXT#	Number#	Number#	TEXT#
Sl. No.	Item Description	Unit	Per MT Rate (in Rs. )	Effective Bid Rates	Effective Bid Rates
1	2	3	4	5	6
1	<b>Item Description:</b>				
1.01	Cost pre-MT for end-to-end process including the three components (A+B+C= D) – 100% <ul style="list-style-type: none"> <li>Per MT Rate for Atta processing (A) – 51%</li> <li>Per MT Rate for wheat/Atta packaging (B) – 31%</li> <li>Per MT Rate for Transport of wheat/ Atta for 40 km (C) – 18%</li> </ul>	PMT	(per MT rate to be quoted in Rs.)	---	INR ---- Only
<b>Total in Figures</b>				---	INR --- Only
<b>Quoted Rate in Figures</b>		<b>INR --- Only</b>			
		Note: The price bid is inclusive of all taxes except GST.			

Editable cells

## 12.7 Format for Performance Bank Guarantee

### (PERFORMA OF BANK GUARANTEE)

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its head/ registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

#### In favour of

MARKFED, (hereinafter referred to as “**Purchaser**”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns); and.

On behalf of

\_\_\_\_\_ (name of Selected Bidder], having its head / registered office at \_\_\_\_\_ (address of Selected Bidder) (hereinafter referred to as the “**Selected Bidder**” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns)

Collectively, the Guarantor, MARKFED and the Selected Bidder are the “**Parties**”, and each of them is individually a “**Party**”.

#### WHEREAS

- A. By the agreement (“Agreement”) being entered into between MARKFED and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office \_\_\_\_\_, Selected Bidder, for Empanelment of Flour Mills for Transportation and Processing of NFSA Wheat into Wheat Flour (Atta) for distribution (hereinafter referred to as “Project”).
- B. As per terms of request for proposal bearing number [insert] (“RFP”), the Selected Bidder is required to furnish to Purchaser, an unconditional and irrevocable bank guarantee for an amount of INR \_\_\_\_\_ only as security for due and punctual performance/discharge of its obligations under the Agreement relating to transportation, storage, milling and packaging of wheat into Atta & wheat packets and delivery to designated MFPS as specified under the Clause 2.0 (Scope of work) of the RFP.
- C. At the request of the Selected Bidder, the Guarantor has agreed to provide a bank guarantee, guaranteeing the due and punctual performance/ discharge by the Selected Bidder of its obligations relating to the Project.
- D. The Parties agree that in the event the Selected Bidder violates the terms of the RFP or the Agreement, the Selected Bidder shall be liable to forfeit the PBG in case of a determination in this regard by Purchaser, without Purchaser having to assign any reason

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement and / or the RFP.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by \_\_\_\_\_ “the Selected Bidder” of all its obligations relating to the scope of work by the Selected Bidder, in accordance with the Agreement.
3. The Guarantor shall, without demur, pay to Purchaser sums not exceeding in aggregate INR \_\_\_\_\_, within 5 (five) calendar days of receipt of a written demand therefor from Purchaser stating that the Company has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Selected Bidder or validity of demand so made by Purchaser and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Selected Bidder or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof. The MARKFED shall not be required to make any claims against, or exhaust its remedies against the Selected Bidder prior to proceeding under this Guarantee.
4. In order to give effect to this Guarantee, Purchaser shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Selected Bidder or postponement/non exercise/delayed exercise of any of its rights by Purchaser or any indulgence shown by Purchaser to the Selected Bidder and the Guarantor shall not be relieved from its obligations under this guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by Purchaser or any indulgence shown by Purchaser, provided nothing contained herein shall enlarge the Guarantor’s obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ (the expiry of 180 days after expiry of the Agreement) unless discharged / released earlier by Purchaser in accordance with the provisions of the Agreement. The Guarantor’s liability in aggregate be limited to a sum of INR. \_\_\_\_\_
6. This Guarantee shall not be affected by any insolvency, bankruptcy, change in the constitution or winding up of the Selected Bidder/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by \_\_\_\_\_ Bank, by the hand of Mr. /Ms. \_\_\_\_\_ its \_\_\_\_\_ and authorized official.



## 12.8 Inspection Checklist for Flour/ Atta Chakki Mills

1. **Mill location:** Free from encroachments, environmental issues, should not be on low level to prevent water logging, and adequate drains and pollution controls.
2. **Mill access:** Should allow movement of large multi-axle trucks to transport with Maximum capacity of at least 20 MT.
3. **Access to weighbridge:** The miller should be able to make weighments preferably in a radius of about 5 Km or should have own weighing balance required for weighing of the packets before handing over to Model FPS for further distribution.
4. **Covered Storage Space:** The covered storage space should be enough to handle 5 days of Wheat and 3 days Wheat Flour (Atta) as per the processing capacity quoted in the tender response. In case the miller does not have the required capacity at the time of submission of the bid then the miller will have to provide a declaration to Purchaser that they will augment the capacity before the start of the work.
5. **Process equipment:** *List of Machinery to be provided by the miller.*
6. **Mill and operating condition:** The mill should be capable of operation for more than 20 hours/day.
7. **Quality Control Laboratory:** The equipment's to check the moisture content of grain and Atta as per the specifications, should be available in the Mill.
8. **Operational Flour Milling Capacity:** .....MT Per Day.
9. **FSSAI Requirements:** Mill hygiene, sanitation and safety standards should be as per the norms set by FSSAI.
10. **Bidder should also provide below mentioned details about the Flour Mill:**

Type of Mill	Make	Per Day capacity (in MT)	Comments/Ob servation
Chakki Plant			

### Production capacity and utilization:

A. **Actual Annual Production of Wheat Flour Atta and per day**

.....

B. **Actual Packaging capacity per annum and per day**

.....

C. **Covered Storage Capacity**

Sl. No.	Storage type	Capacity in MT
1.	Storage capacity for Wheat grains (Including Silos)	
2	Storage capacity for Wheat Flour Atta (Including Silos)	

**Note:** All the submitted documents and annexures should have authorized signatory's sign and seal.