

**MARKFED HEAD OFFICE, PLOT NO. 4, SECTOR 35 B, CHANDIGARH**

**TERMS & CONDITIONS FOR PURCHASE OF SOYA NUGGETS**

**E-TENDER NO.1219**

Soya Nuggets: Quantity to be purchased 60 MT

Quantity to be purchased can be increased / decreased by 25% and it should be at the sole discretion of Markfed. Supplies shall be made strictly as per delivery schedule given by Markfed.

**TENDER FORM FEE:** Rs 590/- (Including GST)

**PROCESSING FEE:** As per E-Tender Website.

The Tender form fee, E.M.D. and processing fee should be deposited online/E-payment mode only. No other mode will be accepted.

**Schedule Time:**

**Date and Time**

Last Date and time for submission of BIDS: **19.03.2025 upto 11.30 AM**

Date and time for opening of Bids: **19.03.2025 at 3.00 PM**

The bids will be opened at:

**Committee Hall, Ground Floor, The Punjab State Co-op. Supply and Marketing Federation Ltd. "Markfed House", Plot No. 4, Sector 35-B, Chandigarh.**

- Only manufacturing units are eligible for participation in the e-tender.
  - The supplier shall submit the per day capacity of his plant along with proof of the manufacturing unit & proof showing the turnover min. of Rs. 1Crore (one crore) (Duly attested by CA) of the plant for one of the last three years.
  - The E-Tender shall be opened in the presence of the suppliers, who may wish to be present.
  - The bidder should have experience of one (1) year for supply of SOYA NUGGETS and shall attach purchase order.
  - The e-tender shall be received as per two bid system i.e. TECHNICAL BID & FINANCIAL BID. In case of failure of sample, the party can be technically disqualified and Financial bid of party shall not be opened. The financial bid of only those bidder, who qualify in the technical bid shall be opened.
1. E-tender is hereby invited for the purchase of SOYA NUGGETS by Markfed
  2. The product to be covered under this would be SOYA NUGGETS in 10 Kg bulk packing.
  3. SPECIFICATIONS OF SOYA NUGGETS:
    - i. Protein : min. 52 %

- ii. Total Fat : Max 1.00%
- iii. Crude Fibre : Max 3.50%
- iv. Moisture : Max 7.00%
- v. Ash : Max 6.50%
- vi. Acid insoluble: Max 0.3%
- vii. Color : Yellowish to Brownish Yellow
- viii. Smell & Taste: Typically Soya
- ix. Water absorption: 2 to 3 parts
- x. Particle size : 2 to 7 mm

**Microbiological Parameters:**

- i. Total Bacterial Count : 50000 cells/gm max.
- ii. Total coli form Count : 10 cells/gm max
- iii. E. Coli : Nil

**4. SAMPLE**

The bidder should submit two samples of 500 gms. of Soya Nuggets before submission of Technical bid with TAC/ Marketing branch, Chandigarh. Technical bids of the party can be disqualified if sample found is not as per specification laid down by Markfed.

**5. PACKAGING**

The supplier shall supply SOYA NUGGETS in 1 Kg pack with 10 Kg. master packing in HDPE/PP Packs with liner inside. Packing material should be of edible food grade material.

**6. PRICE**

The supplier shall quote the price of SOYA NUGGETS inclusive of all the costs on F.O.R basis (excluding GST) Markfed Canneries, Chuaharwali, Jalandhar.

**7. PAYMENT TERMS**

Markfed would make payment within 15 days of supply of products at Markfed Canneries, Jalandhar for which party shall submit the invoices at Markfed Canneries, Jalandhar. Markfed will deduct TDS on GST bills as per notification issued by GST authorities.

**8. DELIVERY**

The supplier shall deliver the consignment at Markfed Canneries, Chuaharwali, Jalandhar within 7 days of the placement of confirmed order by Markfed. Failure to supply the stocks in time will provide right to Markfed to arrange material at the risk and cost of the supplier and security deposited by the successful bidder shall be forfeited.

**9. PENALTY ON A/C OF QUALITY COMPLAINT.**

Penalty clause: In case the product is found below specifications, and any complaint regarding poor quality of the product is reported from the market, the

party shall have to immediately replace the stock at its own expenses not later than seven days. In case the party fails to replace the product, Markfed reserves the right to terminate the contract /agreement, make up loss/damages occurred on this account of any kind including replacement by encashing the bank guarantee/forfeiture of security and Markfed shall purchase the product on risk and cost of the party. Further, in case, quality complained stocks get re-circulated in the market, then Civil and Criminal proceedings shall be initiated against the party. If quality complaint of the outsourced product is received for the second time, then Markfed shall out rightly proceed for black listing of the supplier and the party shall not be eligible to participate in Markfed tender for two years and security deposited by the successful bidder shall be forfeited.

10: **FORCE MAJEURE**

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

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

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

10. The detailed general terms for purchase of Soya Nuggets are attached at Annexure "A".

#### **11. BLACK LISTING;**

Any material supplied below specification or any complaint received regarding quality/leakage/quantity /Packing etc., shall be replaced by the supplier at his own expenses within seven days. If quality complaint of the outsourced product is received for the second time then Manager, Markfed Canneries, Jalandhar shall out rightly proceed for black listing of the supplier and the party shall not be eligible to participate in Markfed tender for two years. The security amount deposited by the supplier will also be forfeited

## **Annexure "A"**

### **GENERAL TERMS FOR PURCHASE OF SOYA NUGGETS**

The financial bid of only those bidder, who qualify in the technical bid shall be opened. The bidder shall not qualify in the technical bid will be out rightly rejected.

1. The tenderer shall have to deposit Rs.590/- including GST as tender fee (non-refundable) and Rs. 1,00,000/- towards earnest money. The same shall be adjusted towards security. The successful tenderer shall have to deposit Rs. 2,50,000/- (Rs. Two lacs fifty thousand only) as security in the shape of bank draft / bank guarantee (having validity of one(1) years for which claim period shall be upto 15 months) in favour of Markfed Canneries, Village Churharwali, Jalandhar, payable at Jalandhar within seven days of acceptance of offer which will be released on completion of contract and shall bear no interest. In case bidder fails to deposit security within 7 days of acceptance of offer then EMD shall be forfeited. No interest shall be paid on EMD/ Security. As per Rule 170 of General Financial Rules (GRFs) 2017, the Micro & Small Enterprises (MSEs) and the firms registered with concerned Ministers/ Departments are exempted from submission of Bid Security for availing exemption in the EMD/ Security deposit the bidder shall submit Bid Security Declaration attached at Annexure- 'B'.
2. Rates should be quoted F.O.R Markfed Canneries, Village Chuharwali, District Jalandhar & GST as applicable (if any) shall be paid extra.
3. Rates shall be valid and irrevocable for 90 days from the date of opening of tender. The contract period of tender shall be for one year from date of award of contract. Markfed reserve the right to extend this contract for another three months on the same rate and term & conditions for which the supplier shall have no objection.
4. No interest shall be paid on Earnest Money Deposit / Security amount
5. Weighment will be carried out in Markfed premises and on Markfed's weigh bridge and weigh arrived at Markfed weigh bridge will be final for payment in the presence of the suppliers or his authorized representative who may wish to be present.
6. Inspection of material will be carried out in the factory premises at the time of receipt of the Soya nuggets in the presence of the supplier or his authorized rep.(if present) and If Soya nuggets received in the plant are not as per specifications then material shall be out rightly rejected and the same will be lifted back by the supplier within 7(seven) days at their risk and cost. If supplier fails to lift back the substandard material then Markfed reserves the right to dispose of the substandard material at the risk and cost of supplier. However, TAC shall also collect the samples of the Soya nuggets for visual inspection for testing as per Markfed specification before the tender bid and the testing charges shall be borne by the bidder itself. If the material received is not as per

our specifications, then supplier shall lift the rejected material at his risk & cost and the security deposited by the successful bidder shall be forfeited.

7. Supplies will be made strictly as per delivery schedule given by Markfed. In case failure to supply the material as per delivery schedule then Markfed reserve the right to purchase the material at the risk and cost of the supplier from open market and security deposited by the successful bidder shall be forfeited.
8. The samples submitted by the bidder may be subjected to physical screening and other chemical tests for which decision of Markfed will be final.
9. During screening and even later on and at any stage, if documents of any firm are found to be fake / forged, the firm will be black listed for participation in any of the tenders invited by Markfed and the stocks will be purchased at his risk & cost and security deposited by the successful bidder shall be forfeited.
10. The supplier shall submit the undertaking to the effect that the tenderer have no dispute with Markfed and is not black listed by any of the agency.
11. The supplier shall submit the central certificate of FSSAI License no. issued by Government Authorities.
12. No conditional offer / tender will be accepted.
13. Markfed reserves the right to accept/reject any or all bids without assigning any reason.
14. The samples of Soya Nuggets submitted by the tenderer will be analyzed for quality as per Food Safety Act, 2006, Rules & Regulations 2011 and as per FSSAI Standards / Parameters.
15. Security shall be released after successful completion of contract.
16. If the date of opening of price bids happens to be holiday then the bids will be opened on the next working day without giving any separate notice.
17. Corrigendum/addendum/ corrections if any will be published on the Markfed website only.
18. The department shall not be responsible if it is not possible to upload/submit the tender online due to any fault or malfunctioning of the internet/e-tender site.
19. The party will raise invoices for the products supplied to Markfed including GST on F.O.R. basis at Markfed Canneries, Jalandhar. All Govt. taxes/levies as applicable would be deducted from the payment. Markfed reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTIN system. This shall be ensured by the supplier that the invoice raised by him during a month is approximately reported in the GST returns of the said month. The party shall ensure that the invoice to be raised with Markfed is complete with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming ITC by Markfed.

Markfed reserves the right to claim from the party any amount of tax, interest, penalty and litigation cost, if any, that may be incurred/accrue in future due to GST reporting/compliance mistake(s) on part of the party.

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

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

## **ANNEXURE 'B'**

**As per Rule 170 of General Financial Rules (GRFs) 2017, the Micro & Small Enterprises (MSEs) and the firms registered with concerned Ministers/ Departments are exempted from submission of Bid Security has to submit.**

### **BID SECURITY DECLARATION**

1. I/We understand that, as per the terms of tender conditions, bids must be supported by a Bid Security Declaration in place of an Earnest Money Deposit (EMD).
2. Accordingly, I/We (Bidder's Name) accept that if I/We (Bidder's Name) fail to sign the contract/agreement and withdraw or modify their bids during period of validity etc., will be suspended/blacklisted for the two years specified in the tender documents.
3. I/We understand that this declaration shall automatically become effective without the need for a separate notice or legal action.
4. I/We also understand that no appeal shall be entertained against such suspension, except in case of proven circumstances beyond our control.

Dated: \_\_\_\_\_

[Bidder's Name]  
Authorized Signatory  
[Signature]  
[Designation]  
[Company Name & Seal]