

CORRIGENDUM-4
Tender Reference No.: MFD/MKTG/2025-26/SNP
Tender ID: 2025_Coop_142058_1
Dated: 16.07.2025

This is with reference to the Request for Proposal (RFP) issued by The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED) for the “Purchase of Dry Pre-Mix Khichdi (Ready-to-Cook)”, published on 06/06/2025.

The following Addendums/Corrigendums/Clarifications are hereby issued to the RFP document in pursuant to the pre-bid meeting held on 04.07.2025.

1. Extension of Key Dates:-

Activity	Existing Date	New Date
Last Date & Time for Submission of Bids	25/07/2025, 12:00 Hrs	31/07/2025, 12:00 Hrs
Last Date & Time for Submission of Samples	24/07/2025, 17:00 Hrs	30/07/2025, 17:00 Hrs
Opening of Technical Bids	25/07/2025, 15:00 Hrs	31/07/2025, 15:00 Hrs

2. Other Addendums/Corrigendums:-

Clause no.	Original Bid Criteria	Amended Bid Criteria
4.1.36 (Newly Added)	-	“Joint Venture (JV)/Consortium” shall mean, collectively, a Lead Member and a Technical Member, jointly submitting a bid in response to this RFP.
4.1.37 (Newly Added)	-	“Lead Member” shall refer to the Member of a Joint Venture (JV)/Consortium which shall have its manufacturing facility(ies) for producing dry pre-mix khichdi/ready-to-cook/ready-to-eat/similar products located within Punjab. The identity of such Lead Member shall be clearly specified in the Joint Bidding Agreement. The Lead Member cannot change during the tenure of the Contract. Only the Lead Member shall be permitted to submit a Bid in case of a Joint Venture (JV)/Consortium.
4.1.38 (Newly Added)	-	“Technical Member” shall refer to the Member of a Joint Venture (JV)/Consortium that is not the Lead Member. This Member shall have its manufacturing facility(ies) for producing dry pre-mix khichdi/ready-to-cook/ready-to-eat/similar products located either within or outside Punjab.
4.1.39 (Newly Added)	-	“Member” shall mean either the Lead Member or the Technical Member of a Joint Venture (JV)/Consortium. Similarly, the term “Members” shall mean the Lead Member and the Technical Member collectively.
4.1.40 (Newly Added)	-	Ready-to-Eat (RTE): A group of foods that are pre cleaned, pre cooked mostly packaged and ready for consumption without prior preparation or cooking. Ready-to-Cook (RTC): RTC foods are meals that have been involved in the pre-cooking process with essential ingredients and are ready to be consumed with few further cooking steps.

6.2.1	The fortified rice to be used for the manufacturing of the Product shall be provided by MARKFED through the FCI to the Selected Bidder as per the directive of the Department.	The fortified rice to be used for the manufacturing of the Product shall be provided by MARKFED through the FCI to the Selected Bidder as per the directives of the Department. In case of a Joint Venture (JV)/Consortium, the fortified rice shall be issued to the Lead Member only.
6.3 (ii) (a)	The requirement of Product may be communicated to the Selected Bidder on the basis of indent received from the Department, and thereafter communicated by MARKFED to the Selected Bidder, from time to time (“Purchase Orders”). The Purchase Order shall specify, inter alia: (i) the Delivery Location(s); (ii) the quantity of Product to be delivered at each Delivery Location; and (iii) the timelines for the delivery of the Product to each Delivery Location (i.e, the Delivery Schedule). Provided, the first delivery under a Purchase Order shall be required to be made by the Selected Bidder not later than 15 (fifteen) days from the date on which the Purchase Order is issued. Notwithstanding anything else contained herein, the total amount of the Product as per purchase order is to be delivered, and the last of the deliveries is to occur, no later than the date falling 45 days after the issuance of the Purchase Order.	The requirement of Product may be communicated to the Selected Bidder on the basis of quarterly indent received from the Department, and thereafter communicated by MARKFED to the Selected Bidder, from time to time (“Purchase Orders”). The Purchase Order shall specify, inter alia: (i) the Delivery Location(s); (ii) the quantity of Product to be delivered at each Delivery Location; and (iii) the timelines for the delivery of the Product to each Delivery Location (i.e, the Delivery Schedule). Provided, the first delivery under a Purchase Order shall be required to be made by the Selected Bidder not later than 25 (twenty five) days from the date on which the Purchase Order is issued. However, in the subsequent quarters, the delivery shall be required to be made by the Selected Bidder not later than 15(fifteen) days from the date on which the Purchase Order is issued. Notwithstanding anything else contained herein, the total amount of the Product as per purchase order is to be delivered, and the last of the deliveries is to occur, no later than the date falling 45 days after the issuance of the Purchase Order.
9.1	<p>Each Bidder shall be a single business entity (“Bidder”). No consortium shall be allowed to submit a Bid.</p> <p>For the purposes of this RFP, the term “single business entity” shall mean:</p> <p>(i) A company registered in India under the Companies Act 1956, or the Companies Act 2013;</p> <p>(ii) A registered partnership firm;</p> <p>(iii) A limited liability partnership (LLP) registered under the Limited Liability Partnership Act, 2008;</p> <p>(iv) A sole proprietorship firm;</p> <p>(v) A cooperative society registered under Applicable Law.</p> <p>Contractors, traders, middlemen, distributors, dealers, agents and / or any individual or legal entity that is not a</p> <p>Bonafide manufacturers are strictly prohibited from participating in the Tender Process.</p>	<p>The Bidder (“Bidder”) for the purposes of this RFP shall mean:</p> <ol style="list-style-type: none"> A company registered in India under the Companies Act 1956, or the Companies Act 2013; A registered partnership firm; A limited liability partnership (LLP) registered under the Limited Liability Partnership Act, 2008; A sole proprietorship firm; A cooperative society registered under Applicable Law. A Joint Venture (JV)/Consortium. <p>Each bidder shall either be a single business entity or a Joint Venture (JV)/Consortium (“Bidder”).</p> <p>Contractors, traders, middlemen, distributors, dealers, agents and / or any individual or legal entity that is not a bonafide manufacturer, are strictly prohibited from participating in the Tender Process, either as single entities or as Members of a Joint Venture (JV)/Consortium. The Selected Bidder(s) shall not be allowed to subcontract or sublet the entirety, or materially all, of the work allotted.</p> <p><u>Note for Joint Venture (JV)/Consortia:</u></p> <ul style="list-style-type: none"> A Joint Venture (JV)/Consortium is allowed to be formed with any party (within/outside Punjab) that is incorporated / registered in India, for technical know-how and related support. The Lead Member shall have to install specific plant/machinery in Punjab for manufacturing of pre-mix khichdi having capacity of 40 MT/day within a strict timeline of three

		<p>months from the date of execution of the Contract.</p> <ul style="list-style-type: none"> • In case of failure of the Lead Member to install the requisite plant / machinery in Punjab, no further extension will be provided, and action shall be taken as per clause 18.1 (vi). • Purchase Order(s) shall be issued only upon receipt of a satisfactory report from the designated committee of MARKFED as per Annexure 'E', regarding the installation and commissioning of the manufacturing facility with a dedicated capacity of 40 MT/day to produce pre-mix khichdi. • Each Member shall be jointly and severally responsible for the performance of any obligations and / or in connection with any liabilities which may arise in connection with: (i) the Joint Venture (JV)/Consortium's participation in the Tender Process; and (ii) the performance of the Selected Bidder's obligations or the exercise of any of its rights under the Contract. • The Lead Member shall sign the Contract on behalf of the Joint Venture (JV)/Consortium in case such Joint Venture (JV)/Consortium is selected as the Selected Bidder, and MARKFED shall only be required to deal with the Lead Member with respect to any and all communications, and for any operational and administrative purposes in connection with the Tender Process and the Contract.
9.2	<p>The Bidders are required to submit the following proofs regarding the constitution of an entity:</p> <p>(i) For Companies:</p> <p>(a) Certificate of incorporation;</p> <p>(b) Certified memorandum of association and articles of association;</p> <p>(c) List of directors.</p> <p>(ii) For Partnership Firms:</p> <p>(a) Certified partnership deed;</p> <p>(b) Certificate of registration issued by the competent authority.</p> <p>(iii) For limited liability partnerships:</p> <p>(a) Certificate of incorporation issued by the competent authority.</p> <p>(iv) For sole proprietorship firms:</p> <p>(a) Duly signed self-declaration.</p> <p>(v) For cooperative society:</p> <p>(a) Documents of registration as a cooperative society issued by the competent authority.</p>	<p>The Bidders are required to submit the following:</p> <p>(I) proofs regarding the constitution of an entity:</p> <p>(i) For Companies:</p> <p>(a) Certificate of incorporation;</p> <p>(b) Certified memorandum of association and articles of association;</p> <p>(c) List of directors.</p> <p>(ii) For Partnership Firms:</p> <p>(a) Certified partnership deed;</p> <p>(b) Certificate of registration issued by the competent authority.</p> <p>(iii) For limited liability partnerships:</p> <p>(a) Certificate of incorporation issued by the competent authority.</p> <p>(iv) For sole proprietorship firms:</p> <p>(a) Duly signed self-declaration.</p> <p>(v) For cooperative society:</p> <p>(a) Documents of registration as a cooperative society issued by the competent authority.</p> <p>(II) For Joint Venture (JV)/Consortia</p> <p>(i) A duly notarised power of attorney in the form detailed in Annexure G;</p> <p>(ii) An MoU/ Joint Bidding Agreement executed between the Members of the Joint Venture (JV)/Consortium, specifying complete details of the Members, roles and responsibilities, financial division, contractual obligations, their technical expertise, etc. The legally binding MoU/Joint Binding Agreement, on the requisite non-judicial stamp paper, duly attested by notary public, shall be submitted by the bidder to the MARKFED, and shall contain all details set forth in Annexure F;</p> <p>(iii) For each Member, the relevant constitutional documents will be required to be submitted as</p>

		<p>per Clauses 9.2(I)(i) to 9.2(I)(v), depending on the nature of the entity.</p> <p>Only the Lead Member shall be allowed to submit the bid in case of a Joint Venture (JV)/Consortium.</p>
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3. Eligibility Criteria (Clause 9.3 of the original RFP replaced as under:-)

9.3 The evaluation of Bidders shall be carried out by MARKFED as per the pre-qualification / eligibility criteria-cum-technical qualification defined in this RFP. Bids of the Bidders, 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. In the case of a Joint Venture (JV)/Consortium, the required documents shall be submitted for both Members of the Joint Venture (JV)/Consortium by the Lead Member. For the purposes of evaluating eligibility-cum-technical qualification, both Joint Venture (JV)/Consortium Members must meet the required eligibility-cum-technical criteria, unless a specific eligibility condition explicitly requires compliance by any specific Member, which will be mentioned in the respective clauses. The eligibility criteria are given as below (“Eligibility Criteria”):-

S. No.	Category	Eligibility Criteria	Supporting documents
1	Financial	<p>The Bidder must have an average annual turnover of minimum INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) in the following three financial years as an entity as a whole: -</p> <p>(i) 2022-2023, (ii) 2023-2024, and (iii) 2024-2025, which turnover must be generated from food items.</p> <p>In the case of Joint Venture (JV)/Consortium, the turnover condition specified herein must be met entirely by the Lead Member.</p> <p>The bidder must have an annual turnover of at least INR 9,00,00,000 (Indian Rupees Nine Crores only) in any of the last three financial years (2022-23, 2023-24, 2024-25) from dry pre-mix khichdi/ready-to-cook/ready-to-eat/similar products only from the respective/concerned plant/unit mentioned in the bid document.</p> <p>In the case of a Joint Venture (JV)/Consortium, the relevant turnover requirement specified herein must be met entirely by the Technical Member.</p>	<p>A certificate from a practicing Chartered Accountant (CA).</p> <p>For each of the financial years 2022-23, 2023-2024 and 2024-2025, the Bidder shall submit a certificate from a practicing-Chartered Accountant (CA) specifically certifying the turnover generated from dry pre-mix khichdi/ready-to-cook/ready-to-eat/similar products only.</p> <p>Relevant private and government work orders along with completion certificate shall be provided by the Bidder.</p>
2	Manufacturing Facility	<p>The Bidder shall be the primary manufacturer of the dry pre-mix khichdi/ready-to-cook/ready-to-eat/similar products. In the case of a Joint Venture (JV)/Consortium, this requirement shall apply to the Lead Member as well as the Technical Member of the Joint Venture (JV)/Consortium.</p> <p>The manufacturing facility of the Bidder (Lead Member in case of a Joint Venture</p>	<p>Proof of operational status including the latest electricity bill or other such utility bills as may be produced as evidence of the address of the unit.</p>

		(JV)/Consortium) must be located in Punjab.	Self-declaration form certifying that the Plant has been operational for the financial years 2023-2024, and 2024-2025.
3	Operational Status	The manufacturing unit must be operational at the time of Bid submission and must have been operational in FY 2023–24 and 2024–25. In the case of a Joint Venture (JV)/Consortium, this applies to both the Members (Lead Member and the Technical Member).	
4	Production Capacity	<p>The Bidder must possess a dedicated production capacity of at least 40 MT per day for dry pre-mix khichdi/ready-to-cook/ready-to-eat/similar products.</p> <p>Out of the finally selected two Bidders, in case of an exigency where one Selected Bidder is unable to supply the requisite quantity of the product, the other Selected Bidder shall have the capacity to expand production up to the limit of the additional quantity that was to be provided by the first Selected Bidder. Each of the Bidders (and each individual Member of a Joint Venture (JV)/Consortium, in case of a Joint Venture (JV)/Consortium) must submit an undertaking to this effect.</p>	
5	Regulatory and Compliance Requirements	Various requisite documents	<p>a. Valid central license under the Food Safety and Standards Act, 2006.</p> <p>b. Goods and Services Tax (GST) Registration Certificate.</p> <p>c. PAN Card Copy.</p> <p>d. License under Factories Act/ Udyog Aadhaar / Udhyam Registration Certificate issued by the Ministry of MSME.</p> <p>e. Consent to Operate (CTO) from the respective state pollution control board</p> <p>f. Copies of GST returns for 3 financial years, i.e., 2022–23, 2023-24, and 2024-25</p>
6	Legal and Financial Declarations	Various requisite documents	<p>A declaration on Non-Judicial Stamp Paper of INR 100/- (Indian Rupees one hundred only) stating that the Bidder or its directors / partners:</p> <p>Have not been declared willful defaulters by any bank/financial institution under RBI Guidelines.</p> <p>Have not been classified as non-performing assets (NPA).</p> <p>Are not undergoing insolvency proceedings under the Insolvency and Bankruptcy Code, 2016.</p> <p>A declaration on Non-Judicial Stamp Paper of INR 100/- (Indian Rupees one hundred only) stating that:</p> <ul style="list-style-type: none"> • The Bidder has not been blacklisted or debarred by any “Government Authority”.

			<ul style="list-style-type: none"> The Bidder does not have any pending criminal cases related to food adulteration, manufacturing of substandard food, or violation of food safety regulations. <p>The Bidder has not been convicted for such offences by any court, tribunal, quasi-judicial or administrative authority, or any other legal body with legal jurisdiction over such matter.</p>
7	Acceptance of Terms and Conditions	-	The Bidder shall submit a self-declaration of acceptance of all terms and conditions of this RFP.
8	<p>Undertaking for setting up of manufacturing facility</p> <p><i>(Applicable to Joint Venture (JV)/Consortium)</i></p>	<p>In case of a Joint Venture (JV)/Consortium, the Bidder must submit an undertaking for the following:</p> <ul style="list-style-type: none"> The Lead Member (“Lead Member”) must have a manufacturing unit within Punjab for the production of ready to eat/ready to cook products. The Technical Member (“Technical Member”) must have a manufacturing capacity of 40 MT/day for production of dry pre-mix khichdi/ready-to-cook/ready-to-eat/similar products. 	The Bidder must submit an undertaking stating that the Lead Member shall set up a facility in Punjab with a minimum dedicated capacity of 40 MT per day within 3 (three) months from the date of execution of the Contract.

4. Other Addendums/Corrigendums

Clause no.	Original Bid Criteria	Amended Bid Criteria
10.7	<p>(i) The Bid evaluation will be carried out in 2 stages.</p> <p>a) Stage 1: Evaluation of the documents, information, forms and undertakings submitted by the Bidders in accordance with Clause 9 (“Technical Bid”), in order to, <i>inter alia</i>, establish that it meets the Eligibility Criteria.</p> <p>b) Stage 2: Evaluation of the Financial Bids.</p> <p>(ii) During the process of evaluation of the Bids, MARKFED 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 MARKFED shall make its own reasonable assumptions at the total risk and cost of the Bidder and the Bid may be rejected.</p>	<p>(i) The Bid evaluation will be carried out in 2 stages.</p> <p>a) Stage 1: Technical Bid Evaluation</p> <p>(I) Documentary Evaluation:- Evaluation of the documents, information, forms and undertakings submitted by the Bidders in accordance with Clause 9 (“Technical Bid”), in order to, <i>inter alia</i>, establish that it meets the Eligibility Criteria.</p> <p>(II) Physical Inspection:- A Committee appointed by MARKFED shall inspect the manufacturing facility of the bidder (s) found eligible as per the documents submitted. The Committee conducting the inspection shall evaluate as per the checklist attached at <i>Annexure E</i>. In case of a Joint Venture (JV)/Consortium, the physical inspection for both the plants (i.e., the plant of the Lead Member and the plant of the Technical Member, which plants are being considered for the purposes of meeting the Eligibility Criteria) will be conducted.</p>

		<p>In case the Bidder fails to qualify documentary evaluation or the physical inspection, the Bid will be rejected, and shall not be considered for Financial Bid evaluation.</p> <p>b) Stage 2: Evaluation of the Financial Bids. - Evaluation of the Financial Bids of the Qualified Bidder(s), i.e., the Bidders found eligible in stage 1 evaluation.</p> <p>(ii) During the process of evaluation of the Bids, MARKFED 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 MARKFED shall make its own reasonable assumptions at the total risk and cost of the Bidder and the Bid may be rejected.</p>
10.10 (vi) <i>(Newly Added)</i>	-	<p>In the event that “L-1 Selected Bidder” (i.e, the Selected Bidder that submitted the most competitive evaluated Bid) is a Joint Venture (JV)/Consortium and requires a three-month period to establish manufacturing facility in Punjab, MARKFED—being obligated to supply the product to beneficiaries in a time-bound manner—shall engage the L-2 Selected Bidder to supply up to 100% of the total required quantity for the initial three months. The excess quantity supplied by L-2 Selected Bidder during this period shall be compensated by proportionately reducing its supply allocation in the subsequent period, during which the corresponding quantity shall instead be fulfilled by L-1 Selected Bidder</p>
10.10 (vii) <i>(Newly Added)</i>	-	<p>Similarly, if the L-2 Selected Bidder is a Joint Venture (JV)/Consortium requiring three months’ time to establish a manufacturing facility in Punjab, MARKFED may temporarily reallocate L-2 Selected Bidder’s quantity to the L-1 Selected Bidder for the initial three-month period. The excess supplied by the L-1 Selected Bidder shall be adjusted in the subsequent period, with the corresponding quantity fulfilled by the L-2 Selected Bidder.</p>
13	<p><u>13. Signing of Contract</u></p> <p>The Selected Bidder shall sign the Contract with MARKFED within 15 (fifteen) days of the issuing of the LOA. After signing of the Contract, no variation or modification in the terms of the Contract shall be made except by mutual written amendment signed by both the Parties.</p> <p>This RFP, along with each of its annexures, shall form an integral part of the Contract, and shall be legally binding on each of the parties to the Contract. The Selected Bidder shall be required to adhere to the conditions laid down in this RFP. Further, each of the annexures to this RFP shall be deemed to form part of the RFP.</p>	<p><u>13. Signing of Contract</u></p> <p>The Selected Bidder shall sign the Contract with MARKFED within 15 (fifteen) days of the issuing of the LOA. In the case of a Joint Venture (JV)/Consortium, the Contract shall be executed by the Lead Member of the Joint Venture (JV)/Consortium, who shall act on behalf of the Joint Venture (JV)/Consortium for all Contractual purposes. After signing of the Contract, no variation or modification in the terms of the Contract shall be made except by mutual written amendment signed by both the Parties.</p> <p>This RFP, along with each of its Annexures, shall form an integral part of the Contract, and shall be legally binding on each of the parties to the Contract. The Selected Bidder shall be required to adhere to the conditions laid down in this RFP. Further, each of the Annexures to this RFP shall be deemed to form part of the RFP.</p>

18.1 (vi) <i>(Newly Added)</i>	-	In the case of a Joint Venture (JV)/Consortium, if the Selected Bidder fails to set up the required plant/machinery within the stipulated time period as specified in the clause 9.1, MARKFED shall have the right to terminate the Contract, cause the Security Deposit to be forfeited, and blacklist the Bidder (including each Member of the relevant Joint Venture (JV)/Consortium) for a specified period from participating in future contract awards.
6.1 (v)	The packaging of the Product, in accordance with packaging specifications (“Packaging Specifications”) detailed in Annexure B;	The packaging of the Product, in accordance with packaging specifications (“Packaging Specifications”) detailed in Annexure B (Revised);

All other terms and conditions of the RFP shall remain unchanged.

Prospective bidders to consider the above amendments while submitting their Bids.

This corrigendum shall form an integral part of the RFP document.

Managing Director
The Punjab State Co-operative Supply and
Marketing Federation Ltd. (MARKFED)
Plot No. 4, Dakhshin Marg,
Sector-35-B, Chandigarh - 160022

ANNEXURE B (REVISED)

PACKAGING SPECIFICATIONS

The product shall be packed in the following packaging as per Bidder's quote:

1. Primary and Secondary Packaging

- Primary Packaging: 1 kg LD Pouch (2-layer, 12-micron Polyester Film, 60-micron LDPE Film, 75 GSM)
- Secondary Packaging: HDPE Bag (with food-grade liner inside) containing 25 packets of 1 kg each.

The Selected Bidder shall arrange the primary and secondary packaging as per the design provided by MARKFED.

If the packaging is defective either primary or secondary the action shall be taken as per the SLAs in *Annexure C*.

2. Other Requirements

- Labelling & Traceability:
 - A QR code shall be printed on the primary packaging to identify the Batch Number, Manufacturing Date, and Manufacturer details.
- Adherence to Specifications:
 - No deviation from the prescribed recipe shall be permitted.
 - Any stock found non-compliant with the nutritional and ingredient specifications will be rejected and further action shall be taken as per SLAs in *Annexure C*.
- Quality Cut Applicability:
 - The quality cut, as outlined in section No. 7.5 and as per SLAs in *Annexure C*, shall be applicable.

ANNEXURE E

- i. **General Hygiene:** The manufacturing unit must adhere to food product manufacturing standards and be free from pests or other foreign contaminants.
- ii. **Dedicated Automated Machinery:** The unit must have Automated Machinery for producing Dry Premix Khichdi/Ready-to-Cook/Ready-To-Eat/Similar products. (e.g., cleaner, roaster, grinder, packaging equipment etc.).
- iii. **In-House Labs:** The unit must have basic in-house testing laboratories within the premises, equipped with essential instruments for quality control and testing of raw materials and finished products.
- iv. **Stainless Steel Equipment:** All vessels and containers directly involved in manufacturing or processing must be made of stainless steel.
- v. **Storage Capacity:** The unit must have adequate storage capacity for raw materials (e.g., food grains) and finished products in line with the tendered quantity.
- vi. **CCTV Installation:** CCTVs must be installed in storage areas, including godowns where food grains, finished products, and other ingredients are stored.
- vii. **Test Run:** In order to check the operationalization of the plant, the Committee shall conduct a trial production run during inspection.

In case of Joint Venture (JV)/Consortium, the check of the dedicated automated machinery and its test run, as specified in sub-part (ii) and (vii) respectively will be conducted post the respective machinery/plant will be set up, which will be within the three months from the date of execution of the Contract.

ANNEXURE F

MoU/JOINT BIDDING AGREEMENT

[To be executed on stamp paper of appropriate value]

THIS MoU/JOINT BIDDING AGREEMENT (“**Agreement**”) is entered into on this the *[insert]* day of *[insert]*

BETWEEN

1. *[insert name of Lead Member]*, a company incorporated under the Companies Act, 1956 / 2013 / *[insert applicable law]* and having its registered office at *[insert]* (hereinafter referred to as the “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2. *[insert name of Technical Member]*, a company incorporated under the Companies Act, 1956 / 2013 / *[insert applicable law]* and having its registered office at *[insert]* (hereinafter referred to as the “**Technical Member**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

The Lead Member and the Technical Member are hereinafter collectively referred to as the “**Members**” and individually as a “**Member**.”

WHEREAS:

- (A) MARKFED has issued a Request for Proposal (“**RFP**”) dated [●], 2025, for the procurement, manufacturing, packaging, and delivery of dry pre-mix khichdi (ready-to-cook) in accordance with the terms and conditions set out in the RFP and its annexures (the “**Project**”).
- (B) The RFP permits a joint venture/consortium of up to two members, comprising a Lead Member and a Technical Member, to jointly submit a bid in response to the RFP, subject to the terms and conditions specified therein; and
- (C) The Members are interested in jointly bidding for the Project as a joint venture/consortium and, in accordance with the requirements of the RFP, are entering into this Agreement to set out their respective roles, responsibilities, and obligations in relation to the submission of the bid and, if selected, the execution of the Project.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

- 1.1. Unless the context otherwise requires, capitalised terms used in this Agreement shall have the meanings ascribed to them in the RFP.
- 1.2. In the event of any conflict between the terms of this Agreement and the RFP, the terms of the RFP shall prevail.

2. Joint Venture (JV)/Consortium

- 2.1. The Members hereby irrevocably constitute a joint venture/consortium (the “**Joint Venture (JV)/Consortium**”) for the purposes of jointly participating in the bidding process for the Project in accordance with the RFP.

- 2.2. The Members undertake to participate in the Tender Process only through this Joint Venture (JV)/Consortium and not individually or through any other joint venture/consortium or entity for the Project, either directly or indirectly.

3. Role and Responsibilities of the Members

- 3.1. The Lead Member shall be [*insert name and description of Lead Member*]. The Lead Member shall be authorised by the Technical Member to represent and act on behalf of the Joint Venture (JV)/Consortium in all matters relating to the bid and the Project, including but not limited to the submission of the bid, execution of the contract, and all correspondences with MARKFED.
- 3.2. The Technical Member shall be [*insert name and description of Technical Member*]. The Technical Member shall provide the technical expertise, resources, and support as required under the RFP and as agreed between the Members;
- 3.3. The specific roles and responsibilities of each Member shall be as follows:
- (a) The Lead Member shall be responsible for overall coordination, communication with MARKFED, and compliance with all administrative and financial requirements of the RFP and the contract.
- (b) The Technical Member shall [*insert*].

[Note: Details of other roles and obligations to be specified herein]

- 3.4. The Members shall ensure that the Joint Venture (JV)/Consortium, and each of the Lead Member and the Technical Member individually, meet all eligibility and qualification criteria as set out in the RFP, unless otherwise specified in the RFP.

4. Joint and Several Liability

- 4.1. The Members hereby agree and undertake to be jointly and severally liable to MARKFED for the performance of all obligations under the RFP, the Contract, and for the execution of the Project in accordance with the terms thereof.
- 4.2. In the event of any default or non-performance by any Member, the other Member(s) shall be liable for the due performance of the obligations and liabilities under the RFP and the Contract.

5. Lead Member Authorisation

- 5.1. The Members hereby designate the Lead Member as the duly authorised representative of the Joint Venture (JV)/Consortium for all purposes connected with the bid and the Project.
- 5.2. All communications, notices, and instructions from MARKFED shall be given to the Lead Member, and such communications shall be binding on all Members.
- 5.3. The Lead Member shall have the authority to incur liabilities and receive instructions for and on behalf of the Joint Venture (JV)/Consortium.

6. Lead Member Authorisation

- 6.1. The Members agree to submit a single bid in the name of the Joint Venture (JV)/Consortium in accordance with the RFP.
- 6.2. If the Joint Venture (JV)/Consortium is declared the Selected Bidder and issued an LOA, the Members undertake to execute the Contract with MARKFED and to perform all obligations in accordance with the RFP and the Contract.
- 6.3. The Members agree that the contract, if awarded, shall be signed by the Lead Member on behalf of the Joint Venture (JV)/Consortium, and all Members shall be bound by the terms thereof.

7. Representation of the Parties

7.1 Each Member represents to the other Member as of the date of this Agreement that:

- (i) such Member is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (ii) The execution, delivery and performance by such Member of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture (JV)/Consortium member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (a) require any consent or approval not already obtained;
 - (b) violate any applicable law presently in effect and having applicability to it;
 - (c) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (d) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Member is a party or by which such Member or any of its properties or assets are bound or that is otherwise applicable to such Member; or
 - (e) create or impose any liens, mortgages, pledges, claims, security interests, charges or other encumbrances or obligations to create liens, mortgages, pledges, claims, security interests, charges or other encumbrances or obligations in or on the property of such Member, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Member so as to prevent such Member from fulfilling its obligations under this Agreement.
- (iii) this Agreement is the legal and binding obligation of such Member, enforceable in accordance with its terms against it; and
- (iv) there is no litigation pending or, to the best of such Member's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Member in the fulfilment of its obligations under this Agreement.

8. Term and Termination

8.1. This Agreement shall be effective from the date hereof and shall remain in force until the completion of the Project or such earlier date as may be mutually agreed by the Members in writing, or upon the Joint Venture (JV)/Consortium not being selected as the Selected Bidder and the return of the Earnest Money Deposit by MARKFED.

8.2. Notwithstanding the foregoing, the obligations of joint and several liability shall survive the termination of this Agreement to the extent required under the RFP and / or the Contract with MARKFED.

9. Miscellaneous

9.1. This MoU/Joint Bidding Agreement shall be governed by laws of India.

9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of MARKFED.

9.3. The Members shall provide MARKFED with a certified copy of this Agreement as part of the bid submission.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and delivered
For and on behalf of
The Lead Member by

(Signature)
Name)
(Designation)
(Address)

Signed, Sealed and delivered
For and on behalf of
The Technical Member by

(Signature)
Name)
(Designation)
(Address)

In the presence of:

1. [insert]
2. [insert]

Notes:

- (i) The mode of the execution of the MoU/Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (ii) Each MoU/Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture (JV)/Consortium member.
- (iii) The aforesaid provisions are required to be incorporated in the MoU/Joint Bidding Agreements. Over and above these, Bidders are free to include other provisions which are not contradictory to the aforesaid provisions.

ANNEXURE G

Power of Attorney to be provided by each of the other member of the Joint Venture (JV)/Consortium in favour of the Lead Member

[To be executed on stamp paper of appropriate value]

This Power of Attorney (“POA”) is made on this the [●] day of [●], 2025.

BY

[insert name of Technical Member], a company incorporated under the Companies Act, 1956 / 2013 / [insert applicable law] and having its registered office at [insert] (hereinafter referred to as the “**Technical Member**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns);

IN FAVOUR OF

[insert name of Lead Member], a company incorporated under the Companies Act, 1956 / 2013 / [insert applicable law] and having its registered office at [insert] (hereinafter referred to as the “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

WHEREAS:

- A. The Punjab State Co-operative Supply and Marketing Federation Ltd. (“**MARKFED**”), having its principal place of business at Plot No.4, Dakhshin Marg, Sector-35-B, Chandigarh-160022, has issued a Request for Proposal (“**RFP**”) dated [●], 2025, for the procurement, manufacturing, packaging, and delivery of dry pre-mix khichdi (ready-to-cook) (the “**Project**”), in accordance with the terms and conditions set out in the RFP and its annexures.
- B. The RFP permits a joint venture/consortium comprising two members, namely a Lead Member and a Technical Member, to jointly submit a bid in response to the RFP, subject to the terms and conditions specified therein.
- C. The Technical Member and the Lead Member have agreed to form a joint venture/consortium for the purposes of participating in the Tender Process for the Project, and the Technical Member is desirous of appointing the Lead Member as its true and lawful attorney to act for and on its behalf in all matters relating to the Tender Process, including but not limited to the submission of the bid and all acts incidental or ancillary thereto.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Appointment of Attorney

The Technical Member hereby irrevocable nominates, constitutes, appoints and authorises the Lead Member as its true and lawful attorney (the “**Attorney**”) to do in the name and on behalf of the Technical Member and the Joint Venture (JV)/Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of the bid for the Project in response to the RFP, including but not limited to:

- (a) Signing and submitting the Bid and all documents (including the Contract), undertakings, certificates, clarifications, and information as may be required by MARKFED in connection with the Tender Process;
- (b) Representing the joint venture/consortium in all matters before MARKFED and any other governmental or regulatory authority in connection with the Tender Process;
- (c) Receiving communications, instructions, and information from MARKFED and conveying the same to the Technical Member;
- (d) Undertaking all acts, deeds, and things as may be necessary or required for the purposes of the Tender Process, including but not limited to responding to queries, attending meetings, and providing clarifications;
- (e) Executing and delivering any and all documents, agreements, undertakings, or instruments as may be required by MARKFED in connection with the Tender Process; and

- (f) Generally dealing with MARKFED and any other authority in all matters in connection with the Bid and the Tender Process.

2. **Ratification**

The Technical Member hereby agrees to ratify and confirm all acts, deeds, and things lawfully done or caused to be done by the Lead Member pursuant to this Power of Attorney and that all such acts, deeds, and things done by the Lead Member shall and shall always be deemed to have been done by the Technical Member and the Joint Venture (JV)/Consortium.

3. **Validity**

This Power of Attorney shall remain valid, binding, and irrevocable until the completion of the Tender Process or such time as may be required under the terms of the RFP, unless revoked earlier with the prior written consent of MARKFED.

4. **Miscellaneous**

- (a) All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.
- (b) In the event of any conflict between the terms of this Agreement and the RFP, the terms of the RFP shall prevail.

IN WITNESS WHEREOF, the Technical Member has executed this Power of Attorney as of the date first above written.

SIGNED, SEALED & DELIVERED

For and on behalf of [*insert name of Technical Member*]:

By:
Name:
Designation:
Address:

Accepted by:
For and on behalf of [*insert name of Lead Member*]:

By:
Name:
Designation:
Address:

- In the presence of:
- 1. (*Name, Address, Signature*)
 - 2. (*Name, Address, Signature*)

Person identified by me / personally appeared before me / signed before me / Attested / Authenticated*
(**Notary to specify as applicable*)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: [*insert*]

Note:

- 1. *The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down under the applicable law and the charter documents of the executant and the same should be under common seal of the executant affixed in accordance with the applicable procedure.*
- 2. *The executant shall submit for verification, the relevant extract of the charter documents and/or documents such as a resolution of the board of the executant, for demonstrating that the person executing this Power of Attorney for and on behalf of the executant has been validly authorized by executant in this regard.*