



E-Tender
For
Hiring of Super Stockist for Distribution in Untapped
Markets for SOHNA Brand
under
MARKFED

Tender Reference Number: MFD/MKTG/202526/SS

TENDER Issuing Date:11.10.2025

The Punjab State Co-operative Supply and Marketing Federation Limited

PlotNo.4,Dakhshin Marg, Sector-35-B,

Chandigarh-160022

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1. Notice Inviting Bids

MARKFED

TENDER Reference Number: *MFD/MKTG/2025-26/SS*

The Punjab State Co-operative Supply and Marketing Federation Limited (“**MARKFED**”), an Apex Cooperative Society registered under the Punjab Cooperative Societies Act, 1961, hereby invites e-bids under a two-stage Bidding system (i.e., pre-eligibility stage and financial bid) for the “Hiring of Super Stockist for Distribution in Untapped Markets for SOHNA Brand under MARKFED”.

The closing date and time to submit Bids on the State e-procurement portal, i.e., <https://eproc.punjab.gov.in> is 03.11.2025 at 5.00 pm.

Details and terms & conditions can be found at www.markfedpunjab.com and <https://eproc.punjab.gov.in>

Any addendum / corrigendum / correction, if applicable, shall be uploaded on MARKFED’s website, i.e., www.markfedpunjab.com and on <https://eproc.punjab.gov.in> only. No other communication or advertisement will be given. The prospective Bidders are advised to regularly check the specified websites for any corrigendum/addendum/clarifications regarding this TENDER Document.

Managing Director,

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

2. DocumentControl Sheet

S.NO	Particular	Details
1.	Tender Document fee*	INR5,000/-(Indian Rupees five Thousand only) (inclusive of any applicable GST)
2.	Processing Fee	As mentioned on state e-Procurement portal https://eproc.punjab.gov.in throughonline mode only
3.	Earnest money deposit(EMD)**	INR 1,00,000 (Indian Rupees one Lakh Only) payable online through state e-procurement portal.
Schedule of Tender		
4.	Date of publishing the Tender	11.10.2025
5.	Starting date and time for the submission of Bids (“Bid Submission Commencement”)	11.10.2025
6.	Last date and time for the submission of bids	03.11.2025 at 5.00 pm
7.	Pre-Bid Meeting	17.10.2025 at 11.00 am
8.	Venue for Pre-Bid Meeting	Committee Hall, Ground Floor, MARKFED House Plot No.4,Sector 35-B,Chandigarh- 160022. Thee-Bids shall be opened in the presence of the Bidders, who may wish to be present.
9.	Technical Bid opening date and time	04.11.2025 at 11.00 am
10.	Venue for Bid opening	Committee Hall, Ground Floor, MARKFED House, PlotNo.4,Sector35-B,Chandigarh- 160022. Thee-Bids shall be opened in the presence of the Bidders, who may wish to be present.
11.	Financial Bid opening date and time	To be communicated to the technically qualified Bidders at a later stage.
12.	Websites for down loading the Tender, corrigenda, addenda, etc.	These documents can be down loaded by the Bidders from: https://eproc.punjab.gov.in OR www.markfedpunjab.com
13.	Contact details	Name: Jaswinder Singh, Chief Manager E-mail: marketing@markfedpunjab.com Telephone Number: 0172-5138765
14.	Bid validity period	Valid till the expiry of 90(ninety)days from opening of the Bids.

Earnest Money Deposit/Processing fee shall be paid through State e-procurement portal only. No other modes of payment shall be accepted.

The cost of the TENDER document won't be waived off or MSMEs.

**No exemption from Earnest Money Deposit (EMD) and security amount shall be granted to any entity, irrespective of certifications or exemptions obtained from any authority.

**In case, a Bidder fails to pay the EMD along with the pre-qualification stage or submission of technical performance, the Bid of the Bidder shall be rejected.

All Bidders are requested to have a digital certificate and get themselves registered with the application service provider of NIC.

HELPDESK

For any portal related technical queries, prospective bidders can call the 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 eproc@punjab.gov.in or supporteproc@nic.in

3. Disclaimer

The information contained in this 'Tender Document' or subsequently provided to the Bidders (*which term is defined below*) in documentary form by or on behalf of MARKFED or any of its authorized representatives, employees or advisors (which authorization shall be expressly made in relation to this TENDER and in writing, and duly published on www.markfedpunjab.com and <https://eproc.punjab.gov.in>) (collectively, the "Tendering Authority"), is provided to the Bidder(s) on the terms and conditions set out herein.

This TENDER is neither an agreement nor an offer. Further, this TENDER is not an invitation by the Tendering Authority to any party other than the entities that are qualified to submit their proposal, whether in the form of an e-bid or otherwise (as may be required by the TENDER), in response to it ("Bid" or "e-Bids"). The purpose of this TENDER is to provide potential bidder(s) with information to assist in the formulation of their proposal. This TENDER does not purport to contain all the information each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Tendering Authority to consider the investment objectives, financial situation and need so each potential bidder who reads or uses this TENDER. Each potential bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever necessary, obtain independent advice from appropriate sources.

The Tendering Authority makes 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 TENDER.

The information provided in this TENDER to Bidder(s) and /or potential bidder (s) is on a wide range of matters, some of which may depend 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 Tendering Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Tendering Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or potential 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 TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained herein or deemed to form part of this TENDER or arising in any way in this Bid stage.

The Tendering Authority also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever arising from reliance of any Bidder upon the statements contained in this TENDER.

The Tendering Authority 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 TENDER.

The issue of this TENDER does not imply that the Tendering Authority is bound to select a Bidder or to appoint the Successful Bidder(s), as the case may be, for empanelment or any other purpose. The Tendering Authority reserves the right to reject all or any of the Successful Bidder(s) or Bids without assigning any reason whatsoever. Further, the Tendering Authority is not bound to accept any or all 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 Tendering Authority or its officers, employees, successors or assignees for rejection of any Bids.

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

4. Abbreviations

Sr.No.	Abbreviation	Description
1	DSC	Digital Signature Certificate
2	EMD	Earnest Money Deposit
3	LOA	Letter Of Award
4	LOI	Letter of Intent
5	MARKFED	Punjab State Co-operative Supply and Marketing Federation Limited
6	SS	Super Stockist
7	FIFO	First In, First Out

8	PACS	Primary Agricultural Co-operative Societies
9	FMCG	Fast Moving Consumer Goods
10	SO/ASO	Sales Officer/Assistant Sales Officer
11	FSO	Fertilizers Supply Officer
12	TEC	Tender Evaluation Committee
13	POSM	Point of Sale Material or Point of Sale Marketing
14	FMCG	Fast Moving Consumer Goods
15	RTO/RC	Regional Transport Office/Registration Certificate
16	TDS	Tax deducted at Source
17	SLA	Service Level Agreement

5. Definitions

- 5.1.1. **“Applicable Law”** means all laws, brought into force and effect by the government of India or any state government in India including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this TENDER and the Contract and the exercise, performance and discharge of the respective rights and obligations of the Bidders and MARKFED, as may be in force and effect during the subsistence of the TENDER and / or the Contract.
- 5.1.2. **“Bid Submission Commencement”** shall mean the specific date and time designated in this TENDER as commencement of the submission of Bids in response to this TENDER, as more particularly set forth herein.
- 5.1.3. **“Bid Submission Deadline”** shall mean the specific date and time designated in this TENDER by which all Bids in response to this TENDER must be received, the form and manner as set forth herein.
- 5.1.4. **“Bid”** or **“e-Bid”** shall have the meaning as specified in Paragraph 3 of this TENDER.
- 5.1.5. **“Bidder(s)”** shall have the meaning as specified in Paragraph 10.1 of this TENDER.
- 5.1.6. **“Contract”** shall have the meaning as prescribed to it in paragraph 6.4 of this TENDER.
- 5.1.7. **“Earnest Money Deposit”** or **“EMD”** shall have the meaning as prescribed to it in paragraph 11.4(i) of this TENDER.
- 5.1.8. **“Eligibility Criteria”** shall have the meaning as prescribed to it in paragraph 10.3 of this TENDER.
- 5.1.9. **“Force Majeure”** shall have the meaning as prescribed to it in paragraph 8.5 of this TENDER.

- 5.1.10. “**Government Authority**” means any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental or statutory authority, judicial authority, agency, department, board, commission, public body or instrumentality of any jurisdiction as applicable to the Tendering Authority and / or the Bidders (including the Selected Bidder) including but not limited to any court or tribunal (including any arbitration tribunal) having jurisdiction, as applicable.
- 5.1.11. “**MARKFED**” means the Punjab State Co-operative Supply and Marketing Federation Limited.
- 5.1.12. “**Project**” shall have the meaning as prescribed to it in paragraph 6.5 of this TENDER.
- 5.1.13. “**TENDER**” includes all appendices, schedules, and exhibits attached hereto, as well as any amendments, corrections, or clarifications issued pursuant to this TENDER, including but not limited to any corrigendum, addendum, or supplemental instructions thereto.
- 5.1.14. “**Sohna**” shall have the meaning as prescribed to it in paragraph 6.2 of this TENDER.
- 5.1.15. “**Security Deposit**” shall have the meaning as prescribed to it in paragraph 11.4(ii) of this TENDER.
- 5.1.16. “**Selected Bidder**” shall have the meaning as prescribed to it in paragraph 7.0 of this TENDER.
- 5.1.17. “**Tender Process**” shall have the meaning as prescribed to it in paragraph 11.8.3 of the TENDER.
- 5.1.18. “**Tendering Authority**” shall mean MARKFED or any of its authorized representatives, employees or advisors (which authorization shall be expressly made in relation to this TENDER and in writing, and duly published on www.markfedpunjab.com and <https://eproc.punjab.gov.in>).
- 5.1.19. “**Super Stockist**” is a wholesale distributor responsible for bulk procurement, warehousing, and redistribution of products to distributors, retailers, and other trade partners within a defined territory, ensuring availability and market coverage.
- 5.1.20. “**SO/ASOs (Sales Officer/ Assistant Sales Officers)**” are field-level officers assigned to a designated territory, preferably one per district, responsible for managing MARKFED’s private distribution network through distributor engagement, sales performance monitoring, and execution of sales strategies.
- 5.1.21. “**FSOs (Fertilizers Supply Officers)**” are responsible for overseeing the sale and distribution of fertilizers within an assigned territory, while also ensuring sales of edible products (Sohna brand) to PACS, authorized cooperatives outlets.
- 5.1.22. “**PACS (Primary Agricultural Co-operative Society)**” are cooperative societies under department of co- operation at the village or panchayat level that provide credit, act as procurement points for agricultural produce, and serve as sales outlets for MARKFED’s edible products marketed under the “Sohna” brand. Across Punjab, there are more than 3,000 cooperatives/outlets
- 5.1.23. “**Branch Offices**” function as liaison units between FSOs and PACS for Sohn’s edible product range. They maintain sales relationships in rural markets, coordinate with depots for supply, and support local operations in collaboration with FSOs to drive PACS sales. Branch offices are territorial units, with more than one in a district depending on size and capacity.
- 5.1.24. “**District Offices**” operate as supervisory units overseeing branches, monitoring performance, and managing procurement and marketing activities at the district level, while serving as the key link with the plant and Head Office. There is one district office per district across the state of Punjab.

5.1.25. “**Depots**” are MARKFED’s regional storage and distribution facility that manages product inventory, secondary sales, and dispatch to distributors or institutional buyers. There are total of 7 depots in the state of Punjab, Haryana & Delhi, as referred in paragraph 8.4 of this TENDER

5.1.26. “**Plants**” are MARKFED’s manufacturing or processing facility where raw materials are converted into finished products under the Sohna brand or includes other marketing activities. MARKFED operates two main plants - MVAI Khanna and Canneries Jalandhar - which produce a range of edible products under the “Sohna” brand.

6. Overview

6.1 The Punjab State Co-operative Supply and Marketing Federation Ltd. also known as ‘*MARKFED*’ is registered in 1954 under the Punjab Cooperative Societies Act, 1961 and is an Apex Cooperative Society in the State of Punjab. MARKFED is a state procurement agency and is engaged, *inter alia*, in the procurement of agricultural produce, distribution of inputs to small & marginal farmers, manufacturing & marketing of various products.

6.2 Sohna (“**Sohna**”) is the flagship brand of MARKFED, offering a diverse portfolio of over 100 high-quality products across various categories. These products include vanaspati, refined oils, mustard oil, honey, spices, rice, tea and canned and bottled food items etc, produced under stringent quality standards to ensure customer satisfaction and trust. The Sohna brand has become synonymous with purity, authenticity, and reliability in the agricultural and food products market. Additionally, Sohna operates through two main production plants - MVAI Khanna and Canneries Jalandhar and 7 depots, which facilitate the distribution of products to 6+ states/UTs and 13+ countries. Sohna operates through the following distribution network: -

- i. **Physical Sales:** Markfed Punjab operates over 100 brick-and-mortar locations, including sales centers, booths, and bazaars across Punjab and Chandigarh.
- ii. **Domestic Distribut or Network:** Markfed has a strong network of 240+distributors across Punjab, Haryana, Delhi and Chandigarh to ensure wider reach of SOHNA’s edible products.
- iii. **Exports:** Markfed Punjab exports various products like RTE, mustard oil and honey to the countries worldwide.
- iv. **Institutional Partnerships:** Markfed Punjab has tie-ups with some of the prominent government institutions and departments including SSWCD (for Anganwadis), Jails; Paramilitary Canteens; Hospitals (PGI); Educational Institutions; Religious Institutions (Shri Mata Vaishno Devi Shrine Board; Mata Mansa Devi, Dera Beas) etc. which enhance its reach to various geographies.

6.3 To enhance the market positioning and brand value of its flagship FMCG brand “Sohna”, the Punjab State Cooperative Supply and Marketing Federation Ltd.(“MARKFED”) intends to adopt a holistic and multi-channel marketing approach. This initiative is aligned with the broader objective of increasing product visibility, expanding consumer reach, and reinforcing MARKFED’s brand equity across traditional and digital platforms.

6.4 Accordingly, MARKFED is issuing this “TENDER” for the selection of a Super Stockist that shall conceptualize, design, and implement a strategic marketing and communications strategy in accordance with the terms set out herein. The selected agency(“Selected Bidder”) shall be responsible for delivering the full scope of work as outlined in this TENDER. The engagement shall be governed by a formal agreement to be entered into between MARKFED and the Selected Bidder (“Contract”).

6.5 The Punjab State Cooperative Supply and Marketing Federation Ltd. (MARKFED) intends to appoint Super Stockists under its Super Stockist Model to expand the reach of its FMCG brand Sohna in identified untapped markets, it shall hereinafter be referred to as the “**Project**.”

7. Scope of Work

The appointed Super Stockists shall be responsible for ensuring availability, accessibility, and visibility of Sohna products across their assigned territories in alignment with MARKFED's distribution policies.

The selected bidder ("Selected Bidder"), consequent to the tendering processes detailed in the Tender ("**Tender Process**") shall be required to undertake the following scope of work defined as under:-

7.1 Scope of Work

The scope of work for the selected Super Stockist (SS) shall include, but not be limited to ,the following responsibilities:

Category	Responsibilities
Inventory Management	<ul style="list-style-type: none"> SS to maintain adequate stock levels across all Sohna product categories with a minimum buffer of 15-20 days. Ensure proper storage, handling, FIFO, and timely rotation of stock. Maintain records of inward/outward stock movement for audit and compliance
Sub-Distribution & Retail Expansion	<ul style="list-style-type: none"> The Super Stockist (SS) shall identify and on board new distributors, retailers, and modern trade outlets within their designated area with the approval of Markfed. Ensure timely supply and engagement with institutional buyers as guided by MARKFED.
Target Achievement	<ul style="list-style-type: none"> SS to achieve monthly/quarterly sales targets defined by MARKFED. Commit to minimum purchase thresholds as a condition for continued empanelment. Share sales forecasting and pipeline visibility for planning.
Logistics & Delivery	<ul style="list-style-type: none"> SS to ensure timely delivery of stocks to distributors, retailers, institutions, Maintain delivery vehicles and manpower for efficient last-mile connectivity.
Retail Activation & Market Development	<ul style="list-style-type: none"> SS to onboard major retailers and modern trade outlets to expand MARKFED's reach. Deploy local sales staff for market visits, product push, and beat plan execution. Ensure product visibility and shelf placement in retail stores. Execute joint activations with MARKFED's Field Officers (SO/ASOs/FSOs) during launch and expansion phases.
Scheme & Promotion Execution	<ul style="list-style-type: none"> SS to implement all trade schemes, consumer promotions, and loyalty offers as communicated by MARKFED. Ensure deployment of POSM, in-store branding, hoardings, and promotional materials supplied by MARKFED. Share scheme performance feedback and uptake reports.
Reporting & Compliance	<ul style="list-style-type: none"> SS to use the Sales Force Automation (SFA) tool deployed by MARKFED, by the work force of super stockists for monitoring, compliance, and performance review. SS to submit secondary sales data and stock reports in MARKFED-prescribed formats on a monthly basis/Periodic basis Participate in monthly performance reviews and audits conducted by MARKFED. Ensure compliance with territory allocation, SLAs and contractual obligations. Follow escalation mechanism given by MARKFED for complaint resolution.
Brand Representation	<ul style="list-style-type: none"> Act as the official representative of MARKFED Sohna in the assigned territory. Ensure strict discipline in pricing, trade margins and adherence to brand positioning. Maintain ethical practices in market conduct, communication and promotions.
Financial Commitments	<ul style="list-style-type: none"> Purchase stocks from MARKFED on advance payment terms or against the bank guarantee. Bear financial responsibility for expiry/damaged stocks as per MARKFED's policy.

SalesTeam	<ul style="list-style-type: none">● Hire and manage salesmen, delivery boys and field staff at own cost.● Share information about sales team, as per requirement of Markfed.																
Stock Responsibility	<ul style="list-style-type: none">● MARKFED will supply stock on F.O.R.(Freight on Road) basis to selected Super Stockist at designated warehouses in Punjab, Himachal Pradesh and Haryana● MARKFED shall compensate for expired stock upto 2% of total purchase volume. Losses beyond 2% expiry of any stock to be borne by the Super Stockist. The Super Stockist (SS) shall submit relevant proofs at the end of quarter to claim compensation for expiry up to 2% and dumping of expired stock. In case “Replacement and Expiry” policy is amended during contract period, the same shall be applicable to the appointed the super Stockist.● Once the stock is received and acknowledged by the Super Stockist, all further responsibility for handling, storage, and preservation of goods shall rest with the Super Stockist.● Super Stockist shall not open or tamper with the original packing of Markfed products.																
Purchases and Payment Terms	<ul style="list-style-type: none">● The Super Stockist shall procure products from MARKFED at distributor Price as fixed by MARKFED.● Supply strictly against 100% advance payment via DD/RTGS/or other online mode by SS or against B/G.																
Monthly target	<ul style="list-style-type: none">● Minimummonthlyplant-wisesaletargetinRs.isasfollows:(netamountwithoutGST) <table><tr><td>SrNo.</td><td>State/Territory</td><td>MVAI Khanna</td><td>Markfed Canneries</td></tr><tr><td>i)</td><td>Punjab</td><td>2 crores</td><td>50Lac</td></tr><tr><td>ii)</td><td>Himachal Pradesh</td><td>2 crores</td><td>50Lac</td></tr><tr><td>iii)</td><td>Haryana</td><td>1 crores</td><td>50Lac</td></tr></table> <p>For ready reference the plant wise current product list is annexed at Annexure-C</p>	SrNo.	State/Territory	MVAI Khanna	Markfed Canneries	i)	Punjab	2 crores	50Lac	ii)	Himachal Pradesh	2 crores	50Lac	iii)	Haryana	1 crores	50Lac
SrNo.	State/Territory	MVAI Khanna	Markfed Canneries														
i)	Punjab	2 crores	50Lac														
ii)	Himachal Pradesh	2 crores	50Lac														
iii)	Haryana	1 crores	50Lac														
Monthly Commission invoices	<ul style="list-style-type: none">● Markfed to release commission within 15days from submission of GST invoices along with performance reports, subject to verification of performance.● On achievement of sales beyond the assigned targets, the prevailing incentive policy applicable to the existing Markfed distributors shall also be extended to the selected Super Stockist																

7.2 Roles and Responsibilities

Function	Responsibility	Explanation
Pricing	MARKFED(HQ)	<ul style="list-style-type: none"> MARKFED defines trade pricing, distributor pricing, and MRP. No alteration is allowed by SuperStockist.
Promotions &Schemes	MARKFED(HQ)	<ul style="list-style-type: none"> All trade schemes, discounts, and consumer offers are centrally designed and approved by MARKFED and executed locally in markets by super stockists.
POSM & Branding	MARKFED(HQ)- Provides	<ul style="list-style-type: none"> MARKFED will design, print, and supply all promotional materials to SS. SS must mandatorily deploy them as per guidelines.
Advertising Spend	MARKFED(HQ)- Pays	<ul style="list-style-type: none"> Advertising (print, digital, local) is centrally planned and funded by MARKFED.
Local Execution of Branding	Super Stockist- Executes	<ul style="list-style-type: none"> SS ensures local visibility, POS deployment, in-store branding, and execution of promotions as per MARKFED’s directions.

Distributor Appointment	Super Stockist-Appoints	<ul style="list-style-type: none"> SS is responsible for appointing sub-distributors and retailers within the assigned territory, in alignment with MARKFED's strategy.
Sales Team Hiring & Payment	Super Stockist-Hires & Pays	<ul style="list-style-type: none"> SS will hire and pay salesmen, van boys, and support staff. MARKFED will not directly reimburse salaries.
Transportation arrangements	Super Stockist	<ul style="list-style-type: none"> Super Stockist must have his own transport to cater for the un-represented area of state/Allocated un-tapped market

7.3 List of Un-tapped/Un-represented Market.

Sr.No	Districts	MarketArea
1	Amritsar	Majitha, JandilaGuru, Attari.
2	Bathinda	Bhagta Bhai Ka, TalwandiSabo, Raman, Sangat, Goniana
3	Barnala	MehalKalan Sehna
4	Faridkot	Sadik Town, Faridkot City
5	F.G.Sahib	Amloh
6	Ferozepur	Guruharsahai, Talwandi Bhai, Mudki
7	Fazlika	All area/towns under district
8	Hoshiarpur	Mahilpur, Sham Chaurasi, Chabewal, Sailakhurd, Gardhiwala, Tanda.
9	Jalandhar	Nakodar Shahkot, Gorya, Phillour AdampurTown
10	Kapurthala	Fatudhianga, Talwandi chaudhrian
11	Ludhiana	Delhon, Payal, Bija, Malaud, Pakhowal
12	Moga	Dharamkot, BadhniKalan, BaghaPurana
13	Mansa	Joga, Ralla, Boha
14	Muktsar	Malout, Lambi, Bariwala
15	N.Shahar	Balachaur, Saroya
16	Patiala	Ghanaur
17	Ropar	Shri Chamkaur Sahib
18	Sangrur	Sherpur,
19	Mohali	Banur, DeraBassi, Lalru
20	Tarn-Taran	ChohlaSahib, Patti, Naushera pannua, Govindwal Sahib
21	Haryana	Jhajjar, Charkhi Dadri, Mahendragarh, Bhiwani, Nuh, Palwal
22	Himachal Pradesh	All districts/towns of H.P
23	Any other untapped area may be assigned o mutual consent during the course of contract period.	

8. General Project Terms

8.1 Term

The initial term of the Contract shall be for a period of **two (2) years**. The continuation of the Contract beyond the initial period of 2 years shall be based on a satisfactory performance against the assigned targets.

8.2 Tax Invoice Requirement

- i. The Bidder shall issue tax invoices for GST and other applicable taxes upon the supply of assigned deliverables/services.
- ii. The bidders will be required to submit a monthly report comprising sales performance, stock status, distributor coverage, and scheme implementation mandatorily to MARKFED.
- iii. All payments are subject to approval by MARKFED.
- iv. Applicable taxes (GST, etc.) will be paid as per government norms.
- v. Statutory deductions, including income tax deducted at source (IT-DS) and goods and service tax deducted at source (GST-TDS), shall be made as per Applicable Law.
- vi. Any tax liabilities, interest, penalties, or litigation costs incurred due to any GST non-compliance by the Bidder shall be recovered from the Selected Bidder.
- vii. The successful bidder will provide GSTIN linked Bank account and a printout from GST portal showing the bank account details. The same must be submitted with the Bills.

8.3 Payment Terms

The payment terms governing the engagement between MARKFED and the Super Stockist shall be as follows:

- a. **Advance Payment:**—Stocks shall be dispatched only upon receipt of the full advance payment by MARKFED through RTGS/NEFT/Bank Draft.
- b. **Credit Facility against Bank Guarantee**
 - (i) As an alternative to advance payment, the Super Stockist may opt to provide a bank guarantee equivalent to 15 (fifteen) days of stock value.
 - (ii) Upon submission of the duly executed and accepted bank guarantee to MARKFED, the Super Stockist shall be permitted to book and lift stocks on credit basis, subject to the value and terms of the bank guarantee against credit period of 15 days..
 - (iii) In such cases, stocks shall be dispatched by MARKFED after the bank guarantee has been duly signed, verified, and accepted.
- c. **Promotions Schemes/Advertising Spend**
 - i. All trade schemes, consumer promotions, and advertising activities are centrally designed and funded by MARKFED. The decision on quantum, timing, and frequency of such promotions shall rest solely with MARKFED. The Super Stockist shall execute these as directed, at no additional financial burden.

8.4 Markfed supply depots:—Selected Super stockiest will get stock from following Markfed depots: -

State	Markfed Sale Depots-Locations
Punjab	Chandigarh, Khanna, Bathinda, and Jalandhar
Himachal Pradesh	Chandigarh, Jalandhar
Haryana	Ambala and C&FA Sirsa

8.5 Force Majeure

- i. The Security Deposit of the Selected Bidder 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 the Selected Bidder's obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this section, "**Force Majeure**" means an event that materially impacts the Selected Bidder's performance of its obligations under this TENDER and / or the Contract, that is not reasonably foreseeable, is beyond the control of the Selected Bidder, does not involve the Selected Bidder's fault or negligence, and which could not be avoided by reasonable care and due diligence. Such events shall include, *inter alia*, war, revolution, riot, earthquake, fires due to a natural calamity, flood, epidemic and quarantine restrictions.
- iii. If a Force Majeure situation arises, the Selected Bidder shall promptly notify MARKFED in writing of such conditions and the cause thereof. The Selected Bidder shall be obligated, where so required by MARKFED, to provide documentary evidence of the occurrence of the Force Majeure event. Unless otherwise notified by MARKFED in writing, the Selected Bidder shall continue to perform those obligations under the Contract that are reasonably practicable and shall seek all reasonable means for performance not prevented by the Force Majeure event.

8.6 Grievance Redressal for the Selected Bidder

- i. For any disputes / grievances arising during the term of the Contract, the Selected Bidder shall file a written complaint to the Project Steering Committee constituted by MARKFED for the purposes of the Project ("**Project Steering Committee**"), which shall be chaired by the Chief Accounts officer and Chief Manager Marketing within 30 (thirty) days of occurrence of the event giving rise to such grievance / dispute.
- ii. The Project Steering Committee shall adjudicate the appeal within 30 (thirty) days.
- iii. If the Selected Bidder is dissatisfied with the decision of the Project Steering Committee, the matter may be escalated to the Managing Director, MARKFED.
- iv. The Managing Director, MARKFED, shall adjudicate the appeal within 30 (thirty) days from the date of escalation.
- v. If the Selected Bidder is dissatisfied with the decision of the Managing Director, Markfed, The selected bidder may proceed as per Clause no.22.

9.1 Instructions to Bidders

- 9.1.1. The Bid submission module on the e-tender website <https://eproc.punjab.gov.in> enables the Bidders to submit the e-Bid online in response to the TENDER published by MARKFED.
- 9.2. Bid submission can be done only from the Bid Submission Commencement until the Bid Submission Deadline, as detailed in the Document Control Sheet above. Bidders should start the Bid submission process well in advance so that they are able to submit their e-Bids in time.
- 9.3. The Bidders shall submit their e-Bid considering the server time displayed in the e-tender website <https://eproc.punjab.gov.in>. This server time is the time by which the e-Bid submission activity shall be allowed, till the Bid Submission Deadline.
- 9.4. Once the Bid Submission Deadline occurs, the Bidders shall not be permitted to submit their e-Bid. The Bidders hereby agree that they are solely responsible for any delays in submission of the e-Bid.

- 9.5. The Bidders shall be required to follow the instructions as per the “Manual kit section” on the website <https://eproc.punjab.gov.in> while submitting their respective e-Bids.
- i. For participating in the Tendering Process through the e-Bidding system, it is necessary for the Bidders to be registered users of the e-tender website <https://eproc.punjab.gov.in> if they have not done so previously for registration.
 - ii. In addition to the normal registration, the Bidder must register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
 - iii. For successful registration of DSC on e-tender website (<https://eproc.punjab.gov.in>) the Bidder must ensure that he/she should possess class-3 DSC issued by any Certifying Authorities approved by the Controller of Certifying Authorities, Government of India, as the e-tender website (<https://eproc.punjab.gov.in>) is presently accepting DSC issued by these authorities only. The Bidder can obtain a user login ID and perform the DSC registration exercise given above even before the Bid Submission Commencement. Bidders are encouraged to complete their registration activities well in advance of the Bid Submission Deadline. MARKFED shall not be held in any way responsible if the Bidder fails to submit his/her e-Bid due, *inter alia*, to DSC related registration problems for which the Bidder did not have sufficient time to troubleshoot because of the Bidder chose to undertake such activities too close to the Bid Submission Deadline.
 - iv. The Bidder can search for active Bids through the "search active tenders" link, select a Bid in which he/she is interested in, and then move it to the 'My Tenders' folder using the options available in the e-Bid submission menu. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF as per formats given in the TENDER document.
 - v. After clicking the 'pay online' option, the Bidder shall be redirected to the terms and conditions page. The Bidder shall read the terms & conditions before proceeding to fill in the EMD online payment details. After entering and saving the EMD details form, the "Bid document preparation and submission" window shall appear, upon which the Bidder shall upload the documents as per technical and financial schedules/packets given in the Bid details.
 - vi. Next, the Bidder shall upload the technical qualification documents, i.e., a scanned copy of the EMD, along with the Technical Performance and the corresponding documents/details. Before uploading, the Bidder must select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click the "browse" button against each document label in the technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.
 - vii. The Bidder shall thereafter be required to click "Encrypt" for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC (Digital Signature) of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the Bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned Bid openers only.
 - viii. After successful submission of e-Bid documents, a page giving the summary of e-Bid submission will be displayed confirming the end of e-Bid submission process. The Bidder shall be able to take a

Print out of the Bid summary using the "print" option available in the window as an acknowledgement for future reference.

9.2 Pre-bid Meeting

- i. A Pre-Bid Meeting shall be held at the Committee Hall, Ground Floor, MARKFED House, Plot No. 4, Sector-35B, Chandigarh – 160022 as per date and time in notice.
- ii. The purpose of the Pre-Bid Meeting is to enable prospective Bidders to seek clarifications and raise doubts, issues, or concerns regarding the Scope of Work, Eligibility Criteria, Payment Terms, Contractual Provisions, or any other aspect of this TENDER.
- iii. Bidders may attend the Pre-Bid Meeting in person or nominate an authorized representative to attend on their behalf. The authorized representative shall carry an authorization letter on the bidder's letterhead, duly signed and stamped by the authorized signatory of the Bidder.
- iv. Clarifications and amendments (if any) arising out of the Pre-Bid Meeting shall be uploaded on the websites www.markfedpunjab.com and <https://eproc.punjab.gov.in> only. No separate communication shall be issued to individual Bidders.

10. Eligibility Criteria for Bidders

10.1 Subletting/sub-contracting of the work by the selected bidder is strictly prohibited. Each Bidder shall be a single business entity (“**Bidder**”). No JV/consortium shall be allowed to submit a Bid. For the purposes of this TENDER, the term “single business entity” shall mean:

- i. A company registered in India under the Companies Act 1956, or the Companies Act 2013;
- ii. A registered partnership firm;
- iii. A limited liability partnership (LLP) registered under the Limited Liability Partnership Act, 2008;
- iv. A sole proprietorship firm;
- v. A cooperative society registered under Applicable Law.

10.2 The Bidders are required to submit the following proofs regarding the constitution of an entity:

- i. For Companies:
 - a. Certificate of incorporation;
 - b. Certified memorandum of association and articles of association;
 - c. List of directors.
- ii. For Partnership Firms:
 - a. Certified partnership deed;
 - b. Certificate of registration issued by the competent authority.
- iii. For Limited Liability Partnerships:
 - a. Certificate of incorporation issued by the competent authority.
- iv. For Sole Proprietorship Firms:
 - a. Duly signed self-declaration.
- v. For Cooperative Society:
 - a. Documents of registration as a cooperative society issued by the competent authority.

10.3 Each bidder shall be evaluated as per the pre-qualification/eligibility-cum-technical qualification criteria mentioned below. Bids of the Bidders, who don't meet the required pre-qualification/eligibility-cum-technical qualification criteria mentioned in this TENDER shall be treated as non-responsive and shall not be considered further for technical evaluation. The pre-qualification/eligibility-cum-technical qualification criteria are given as below (“**Technical Eligibility**”) :-

S.No.	Category	EligibilityCriteria	SupportingDocuments
1.	Financial Capabilities	The bidder must have an average annual turnover of at least INR 5,00,00,000 (Indian Rupees Five Crores Only) in the following three financial years: (i)2022-2023,(ii)2023-2024,and(iii)2024-2025,	A certificate from a practicing Chartered Accountant (CA). For each of the financial years 2022-23,2023-2024and2024-2025, the Bidder shall submit a certificate from a practicing Chartered Accountant (CA) specifically certifying the turnover generated.
2.	Relevant Experience	The bidder must have a minimum of three (3) years of continuous and proven experience as a Super Stockist engaged in FMCG distribution operations.	Copy of Memorandum of Understanding / Work Order / Client Certificate
3.	Distribution Network Strength	The bidder must currently service at least50 distributors and atleast 1000 retailers in FMCG domain	Client Certificate/Self-Declaration with proof of distribution reach
4	Infrastructure Requirements	The bidder must own or lease a warehouse with a minimum built-up area of 1,500 sq. ft., equipped with adequate racking, storage, and handling capacity.	Lease / Ownership documents,
6.	Regulatory & Compliance Documents	The bidder shall be registered for GST and shall have valid PAN number.	Goods and Service Tax (GST) Certificate and PAN Copy.

7.	Legal and Financial Declarations	<ul style="list-style-type: none"> a. The Bidder has not been blacklisted or debarred by any “Government Authority”. b. The Bidder does not have any pending criminal cases. c. 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 matters. 	Self-declaration by Authorized Signatory, as per Annexure-A
8.	Acceptance of Terms and Conditions	The Bidder shall submit a self- declaration of acceptance of all terms and conditions of this TENDER.	A self-declaration of acceptance of all terms and conditions of this TENDER on letter head
9	Statutory requirement	Copy of FSSAI license/Acknowledgment.	Copy of FSSAI license

11. Bid Related Details and Evaluation

11.1 Preparation of Bids

- i. 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 tender process. Failure to furnish all the necessary information as required by this TENDER Document or submission of a Bid not substantially responsive to all the requirements of this TENDER Document shall be at Bidder’s own risk and may be liable for rejection.
- ii. Once the Bid is submitted, it will be presumed that the Bidder has seen and understood the quantum of work to be done.
- iii. The Bidder(s) shall be responsible for all costs incurred in connection with participation in the tender process.
- iv. The Bid(s) submitted by fax/e-mail/envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- v. All information supplied by Bidders shall be treated as contractually binding on such Bidders, including specifically the Selected Bidder.

11.2 Scenarios for Bid Rejection

Failure to comply with the below requirements shall lead to the bid rejection

- i. Compliance with all requirements as set out with in this TENDER.
- ii. Submission of the forms and other particulars as specified in this TENDER and responding to each element in the order as set out in this TENDER.
- iii. Submission of all supporting documentations specified in these TENDER, corrigenda or any addenda issued hereto.

- iv. Bidder shall ensure strict compliance with the Pre-Qualification/Eligibility-Cum-Technical Qualification criteria.

11.3 Validity of bids

- i. Bids shall remain valid till the expiry of 90 (ninety) days from opening of the Bids. MARKFED reserves the right to reject any Bid valid for a shorter period.
- ii. If required, MARKFED 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 shall be unconditional. A Bidder may refuse the request and MARKFED shall not forfeit his/her EMD. A Bidder granting the request shall not be permitted to modify its Bid.
- iii. MARKFED reserves the right to annul the Tender Process, or to accept or reject any or all the Bid(s) 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.
- iv. MARKFED may, at its own discretion, extend the date for submission of proposals/bids.

11.4 Earnest Money Deposit (EMD) and Security Deposit

- i. The Technical qualification stage shall be accompanied by an Earnest Money Deposit ("EMD") of INR 1,00,000/- (Indian Rupees One Lakh Only), adjustable towards the security deposit (in accordance with Clause 11.4(ii) below), which shall be submitted online through state e-procurement portal only
- ii. The Selected Bidder shall, within 15 (fifteen) days of receiving the LOA, be required to furnish a security deposit of INR 2,00,000/- (the security deposit payable by Selected Bidder under this Clause 11.4(ii) shall be the "Security Deposit"), through RTGS/NEFT to Markfed.
- iii. The successful bidder must submit the security amount and sign the contract within 15 days of Letter of Award (LOA); a delay beyond 15 days will incur a penalty of INR 5,000 per day, and if the delay exceeds 21 days, the contract may be cancelled, the EMD forfeited,
- iv. No interest shall be paid on the EMD or the Security Deposit submitted by the Selected Bidder.
- v. The Security Deposit shall be released by MARKFED no later than the date falling 4 (Four) months after the expiry of the Contract and shall be kept valid until such date.
- vi. MARKFED is not responsible for delay in EMD refund of unsuccessful bidder due to e-proc (NIC) portal system.
- vii. The EMD shall 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 TENDER;
 - b. Bidder fails to provide required information during the Tender Process;
 - c. In case of a selection, the Selected Bidder fails to sign the Contract and / or delays the submission of the Security Deposit beyond such period prescribed in 11.4 (iii) that the EMD is forfeited in accordance with the terms therein;
 - d. If a Bidder is found to have made misleading or false representations in the forms, statements and attachments submitted in its Bid;
- viii. The Security Deposit of the Selected Bidder shall be forfeited in full or in part in the following cases:
 - a. When the terms and conditions of Contract are breached/infringed;
 - b. When the Contract is being terminated due to non-performance of the Selected Bidder;

- c. MARKFED incurs any loss due to the Selected Bidder's negligence in carrying out the Project implementation as per the agreed terms and conditions in the Contract and this TENDER; and / or
 - d. Any other case as mentioned in this TENDER or in the Contract to be signed.
- ix. No Bidder shall be exempted from submitting the EMD and/or the Security Deposit, for any reason whatsoever.

11.5 Deviations

Bids submitted with any deviations to the contents of the TENDER may be considered as non-responsive, at MARKFED's sole discretion. No deviation(s) / assumption(s) / recommendation(s) shall be permitted with the Bid.

11.6 Amendment to the TENDER Document

- i. Amendments / corrigenda / addenda / clarifications necessitated due to any reasons, shall be made available on websites i.e. <https://eproc.punjab.gov.in> and www.markfedpunjab.com and 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 websites.
- ii. In order to provide prospective Bidders reasonable time for taking the corrigenda or addenda into account, MARKFED, at its sole discretion, may extend the last date for the receipt of Bids.

11.7 Bid Opening

- i. MARKFED shall (either by itself or through its nominated representatives) evaluate the Bids submitted by the Bidders. No correspondence will be entertained outside the process of evaluation with the MARKFED (or its representatives).
- ii. The Bids submitted will be opened at the time & date as specified in the Document Control Sheet of this TENDER by MARKFED or any other officer authorized by MARKFED, in the presence of Bidders or their representatives who may wish to be present at the time of Bid opening.
- iii. In the event that the date for Bid opening falls on a Saturday, Sunday, or a public holiday, the Bids shall be opened on the next working day without any further notification

11.8 Bid Evaluation Process

- i. Pre-qualification/Eligibility-Cum-Technical Qualification Criteria Assessment: All the bids will be checked for conformance to the eligibility criteria stated in the Clause 10.3 ("Technical Eligibility"), of the TENDER document. Non-conforming proposals will be rejected.
- ii. Bids of the Bidders, who don't meet the required pre- qualification/eligibility-cum-technical qualification criteria mentioned in this TENDER shall be treated as non-responsive and shall not be considered further for financial evaluation.
- iii. The Bid evaluation shall be carried out in a Two stage (Stage- 1- Technical bid and. Stage- 2 Financial Bid).
- iv. Only Financial Bids submitted in accordance with this TENDER shall be considered for evaluation.
- v. During the process of evaluation of the Bids, MARKFED may, at its discretion, ask Bidders for clarifications on their Bid documents. 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 about documents submitted with bid at the total risk and cost of the Bidder and the Bid may be rejected based on those documents without further notice to the bidder.

11.9 Financial Bid Evaluation

- i. Financial Bids will be opened for those bidders who have qualified the pre-eligibility criteria under technical eligibility, as per 11.8(i).
- ii. Each Bidder shall quote the following in their Financial Bid:

Commission Quote: The commission percentage (..... %) that the Bidder shall charge for acting as the Super Stockist for MARKFED in the designated state/territory/ untapped market for marketing distribution/ Hiring of sales Staff in accordance with the scope of the work as per clause no.7 (Excluding GST). The Bidder quoting the lowest commission percentage shall be declared the successful Bidder.
- iii. In the event that two or more Bidders quote the same commission percentage, such Bidders shall be required to propose their monthly sales target (in INR), which shall be over and above the minimum sales target set by MARKFED (mentioned at point no. 7.1) for the respective untapped area(s) in the state.

Among such Bidders, the Bidder committing the highest monthly sales target shall be declared the successful Bidder.
- iv. The sales targets once committed/ assigned shall remain firm and binding during the period of the Contract and shall be used as a benchmark for performance monitoring and review by MARKFED.
- v. Any conditionality included in the financial proposal will lead to disqualification of the entire bid and forfeiture of the EMD.
- vi. The revenue targets quoted by the Bidder shall remain firm (fixed) during the period of Contract and shall not be subject to any variation on any account. A Bid submitted with variable revenue target quotation will be treated as non-responsive and hence, shall be liable to be rejected.
- vii. The Financial Bid shall be submitted online only through the e-tendering portal as per the format prescribed in **Annexure-B**.

12. Disqualifications

MARKFED may, at its sole discretion and at any time during the Tender Process, without prejudice, and in addition to its other rights detailed in this TENDER or otherwise under Applicable Law, disqualify any Bidder, if the Bidder has:

- 12.1. made misleading or false representations in the forms, statements and attachments submitted in Bid documents.
- 12.2. 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.
- 12.3. Failed to provide clarifications related thereto, when sought.

- 12.4. Submitted more than one Bid (directly/indirectly).
- 12.5. Declared ineligible by the Government of India/State/UT Government/PSUs/any Government Society/Board/Corporation for corrupt and fraudulent practices.
- 12.6. Submitted a bid with price adjustment/variation provision.
- 12.7. Not submitted documents as specified in this TENDER.
- 12.8. Suppressed any details related to the Bid.
- 12.9. Submitted incomplete information, subjective, conditional offers and/or partial offers.
- 12.10. Not submitted documents as requested in this TENDER, including any check list prescribed here under.
- 12.11. Submitted a Bid with an inadequately long validity period.
- 12.12. Submitted a Bid that is conditional.
- 12.13. Committed any non-adherence/non-compliance with the provisions of the TENDER.

13. Issue of Letter of Award (LOA)

Upon the finalization of the Selected Bidder, MARKFED shall issue such Selected Bidder a Letter of Award ("LOA"). The LOA shall oblige the Selected Bidder to execute the Contract and submit the Security Deposit in accordance with the terms of this TENDER.

14. Signing of Contract

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.

This TENDER, along with each of its annexure, 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 TENDER. Further, each of the annexure to this TENDER shall be deemed to form part of the TENDER.

15. Fraud and corrupt/malpractices

15.1 All the Bidders must observe the highest standards of ethics throughout the Tender Process and the Contract period.

15.2 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 MARKFED 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 MARKFED 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.

15.3 MARKFED shall reject a Bid, if it determines that the Bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, coercive or unfair trade practices.

15.4 MARKFED shall blacklist a Bidder, for a stated period of time, for award of contract, if the Bidder is found to be engaged in corrupt, fraudulent, coercive or unfair trade practice(s) in competing for, or in executing, the Contract at any point of time.

16. Standards of Performance

The Selected Bidder 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 bidder shall always act in respect of any matter relating to this Contract as a faithful Bidder to MARKFED. The Selected Bidder shall always support and safeguard the legitimate interests of MARKFED, in any dealings with a third party. The Selected Bidder shall conform to the standards laid down in this TENDER in totality.

17. Confidentiality

17.1 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 Bidder and/or MARKFED to the 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.

17.2 The Selected Bidder shall ensure that while executing the Project, all the details and information exchanged are kept confidential.

17.3 During the execution of the Project except with the prior written consent of MARKFED, the Selected Bidder 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.

17.4 The Selected Bidder shall 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, MARKFED reserves the right to: (i) encash the Security Deposit; (ii) terminates the Contract and (iii) take legal action against the Selected Bidder.

18. No Employee-Employer Relationship

18.1 The personnel of the Selected Bidder shall not claim to become the employees of MARKFED and there will be no employee and employer relationship between the personnel engaged by the Selected Bidder and MARKFED.

18.2 The Selected Bidder is solely responsible for any accident / medical / health related liability for the personnel deployed by the Selected Bidder for all Project related activities. MARKFED shall have no liability in this regard. The Selected Bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons engaged and / or deployed.

18.3 The persons deployed shall not claim any master and servant relationship against MARKFED.

18.4 In case of the termination of the Contract/ agreement or on its expiry or otherwise, the personnel engaged and deployed/deputed by the Selected Bidder, shall not be entitled to and shall not claim any absorption in the regular or otherwise services of MARKFED.

19. Penalty

19.1 The successful bidder must submit the security amount and sign the contract within 15 days of Letter of Award (LOA); a delay beyond 15 days will incur a penalty of INR 5,000 per day, and if the delay exceeds 21 days, the contract may be cancelled, the EMD forfeited.

19.2 In the event that the Super Stockist fails to meet the minimum sales targets assigned by MARKFED for three consecutive months (constituting a quarter), such non-achievement shall be treated as under performance. The following progressive penalties shall apply:

- **First & Second Quarter**-In order to set up sales team, infrastructure etc, there shall be no penalty for the 1st and 2nd quarter.
- **Third Quarter** (3months of shortfall):A 50% reduction in the commission structure, including all fixed and variable components
- **Fourth Quarter** (further 3months of consecutive shortfall):An 80% reduction in the commission structure, including all fixed and variable components
- **Fifth Quarter** (further 3months of consecutive shortfall):MARKFED shall reserve the right to terminate the agreement forthwith

20. Termination of Contract

20.1 Termination of Contract for Default

20.1.1 If the selected bidder fails to deliver and perform any or all the services within the period specified in the contract, or within any extension thereof granted by the MARKFED or if the selected bidders fail to perform any other obligation(s) under the contract.

MARKFED further reserves the right to terminate the contract for breach of obligations, non-compliance, or underperformance by giving 30 days' written notice.

20.1.2 The Selected Bidder shall 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, MARKFED reserves the right to terminate the contract.

20.2 Termination of Contract for Convenience

MARKFED may terminate the Contract for any reason or in the event that any directive/instruction/policy is issued by the Government of Punjab, in whole or in part, by giving one (1) month's written notice to the Selected Supplier(s), which notice of termination shall refer to this clause. Upon receipt of the notice of termination under this Clause, the Selected Supplier(s) 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 MARKED may specify in the notice of termination for the sole purpose of protecting that part of the services already executed. No additional compensation, damages or amounts of any nature shall be payable to the Selected Supplier(s) from MARKFED on account of any termination by MARKFED pursuant to this Clause.

21. Blacklisting

MARKFED has the right to blacklist a Bidder for a specified time from participating in any tender notified by MARKFED for such period as it may deem fit as per the Punjab Transparency in Public Procurement Rules, 2022. The procedure for blacklisting shall be as follows:

(i) The Project Steering Committee shall assess the reasons for blacklisting and submit its recommendations to the Managing Director, MARKFED.

(ii) The Managing Director, MARKFED, shall then issue a 15 (fifteen) day show cause notice to the supplier, incorporating the reasons for blacklisting based on the recommendations of the Project Steering Committee.

(iii) The bidder may either give his response in writing or through personal hearing if allowed by the Managing Director, MARKFED.

(iv) On receiving the response in writing or through personal hearing or on expiry of period of show cause notice, whichever is earlier, the Managing Director, MARKFED shall take a decision and pass a speaking order on the blacklisting of the bidder and communicate the same to the blacklisted bidder.

(v) If the Bidder is dissatisfied with the decision made by the Managing Director, MARKFED. Only then the selected bidder may proceed as per Clause no.23.

22. Intellectual Property Rights

Any outcome from deliverables will be the IPR of this corporation. Selected bidders shall have no right to the same. Non deliverable covered under the Contract shall be shared, sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Bidder shall indemnify the Corporation from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidder, the corporation shall be defended in the defense of such proceedings.

23. Arbitration Clause

All the disputes and difference 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 independent Arbitrators maintained by SPA/Markfed, which is in consonance with the 7th schedule of the Arbitration & conciliation Act, 1996.

The award of the Arbitrator shall be final and binding on the parties to the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the SPA/Markfed concerned at the time of such transfer, vacation of office, death or inability, shall appoint another person. to act as Arbitrator.

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

24. Annexures

Annexure-A: Self-declaration Format-Debarment/ Blacklisting

Self-Certificate

[To be submitted on Bidders Company Letter head]

To:

Date:

The Managing Director

The Punjab State Co-operative Supply and Marketing Federation Limited

Plot No.4, Dakhshin Marg, Sector-35-B,

Chandigarh-160022

Sub: Undertaking of Debarment/Backlisting.

Dear Sir,

With reference to the above subject, we hereby wish to inform that, _____ <<Name of the Firm>> _____ has not been debarred by any Central / State Government Department / Institution as on the date of submission of the Bid and there has been no litigation with any Department / PSU / Corporation in Central / State Government which may have any impact on our ability to deliver the project (if awarded) or under a declaration of ineligibility for corrupt or fraudulent practices as on date _____.

Further, I/We also declare that _____ <<Name of the Firm>> _____ not been convicted in any criminal case and also no case under the Essential Commodities Act is pending against us.

We hope that this undertaking provided hereinabove shall suffice the purpose. In case you need further clarification, we would be glad to provide the same.

Yours faithfully,

Place.....

Signature of the authorized signatory

Date

Name.....

Designation

Address

Phone.....

Email.....

Annexure-B**Financial Bid**

THE PUNJAB STATE COOPERATIVE SUPPLY AND MARKETING FEDRATIONLIMITED,PLOTNO.4,SECTOR35-B,CHANDIGARH			
Financial Bid Proforma			
Name of the Work: E-Tender for Hiring of Super Stockist for Distribution in Un-tapped Markets for SOHNA Brand under MARKFED.			
Name of Bidder:			
Address:			
Contac Details:			
Sr. No.	State/Territory	Total Fixed Commission Quote in as per clause 11.9. ii (excluding GST)(in %)	
1	Punjab		
2	Haryana		
3	H.P		
The terms and conditions of the tender are accepted.			
Name of Authorized Signatory			

Annexure-C: Plant wise current list of SOHNA Edibles Products

Markfed Canneries, Jalandhar		
SOHNARTEPRODUCTS		
S.No	Product	Packing
1	Saag	450gm&800gm
2	Dal Makhani	450gm& 850gm
3	Dal Tarka	450gm
4	Chatpata Channa	450gm
5	Black Chana	450gm
6	Amritsari Chholay	450gm
7	Spinach Puree	850gm
8	Matar Paneer	450gm
9	Rajmah	450gm
10	Palak Paneer	450gm
11	Kari Pakora	450gm
SOHNABOTTLED/JARPRODUCTS		
S.No	Product	Packing
1	Tomato ketchup	1/2kg&1kg.
2	Tomato puree	900 gm
3	Honey	250gm,1/2kg&1kg.
4	Vinegar	700 ml.
5	Mango pickle	1kg.Jar
6	Mixed pickle	500gm.1kg.
7	Lemon pickle	1kg
8	Chilli pickle	500gm, 1kg.
9	Amla Murabba	1kg.
10	Apple Murabba	1kg
11	Carrot Murabba	1kg.
12	Gulab Sharbat	750ml
13	Amla Juice	500 ml
14	Aloevera Juice	500 ml
15	Amla Candy(sweet)	250gm&500gm
16	Amla Candy(Chatpata)	250gm&500gm
SOHNATEA		
S.No	Product	Packing
1	JoshTea	1kg
2	Gold Tea	250gm
SOHNASPICES		
S.No	Product	Packing
1	Haldi	200gm,500gm, 1Kg

2	Red Chilli	100gm&200gm
3	Garam Masala	100gm&200gm
4	Moti Elachi	100 gm
5	KaliMirch	200 gm
6	Jeera	200 gm
7	Dal Chini	100 gm
8	Ajwain	200 gm
SOHNADALIA,GUR		
S.No	Product	Packing
1	Instant Kesar Daliya	500gms.
2	Honey Grits	500gms.
3	No Added Sugar	500gms.
4	Masala Gur(seasonal)	900gms.
5	Plain Gur(seasonal)	900gms.
6	Shakkar (seasonal)	900gms.
7	Pes iGur (seasonal)	900gms.
SOHNAPULSES		
S.No	Product	Packing
1	Black channa	500gm,1kg&30kg
2	Dal channa	500gm,1kg&30kg
3	Dal masur (Dhuli)	500gm,1kg&30 kg
4	Dal moongi (Dhuli)	500gm,1kg&30kg
5	Mah sabut	500gm,1kg&30kg
6	RajmahChitra	500gm,1kg&30kg
7	Sabat Moongi	500gm,1kg&30kg
8	Kabuli Channa	500gm,1kg&30kg
9	Dal Arhar	500gm,1kg&30kg
10	Sabut Masar	500gm,1kg&30kg
SOHNABASMATIRICE		
S.No	Product	Packing
1	TraditionalBasmatiHBC-19	1kg, 5Kg
2	PUSA1121Rice	1kgpkt,2kg.jar,5KgJar,5Kgflexpolyster,30 Kg BOPP
3	Sharbati Rice	1kg&5kgflexpolyster,30Kg BOPP
4	Tibar steamed Rice(BOPP)	5Kg,30kg
5	Adhwar1121steamedBasmatiRice(BOPP)	5Kg,30kg
6	Broken1121steamedBasmatiRice(BOPP)	5kg,30kg
7	Parmal Rice	30kg BOPP

Markfed Vanaspati and Allied Industries(MVAI), Khanna

SOHNAEDIBLEOILS		
1	Vanaspati	½ltr,1ltr.,2ltr.,5Ltr.,10Ltr.&15 Ltr./kg
2	Mustard Oil Kachi Ghani	½ltr,1ltr.,2ltr.,5Ltr.&15Ltr./kg
3	SoyaBean Refined Oil	1Ltr.,5Ltr.&15Ltr./Kg
4	Cotton Seed Refined Oil	1Ltr.,5Ltr.&15Ltr./ Kg
5	Rice Bran Refined Oil	1Ltr.&15Ltr./Kg
SOHNA Sugar, Atta, Salt& Water		
1	Sugar	1kg,5Kg,50Kg
2	Atta	5kg,10kg&50kg
3	Salt	1kg
4	Packaged Drinking Water	250ml&1Ltr.