

**REQUEST FOR PROPOSAL (RFP)  
FOR PURCHASE OF  
DRY PREMIX NAMKEEN DALIA (READY TO COOK)**

**Tender Reference number: MFD/MKTG/2025-26/SNP/ND**

**RFP Issuing Date: 17-03-2026**

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

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

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## 1. NOTICE INVITING E-BIDS

### **MARKFED**

RFP Reference Number: MFD/ MKTG /2025-26/SNP/ND

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., technical and financial) for the supply of Dry Premix Namkeen Dalia (Ready to Cook)

The closing date and time to submit Bids on the State e-procurement portal, i.e., <https://eproc.punjab.gov.in> is date **07-04-2026 at 12:00 Hrs.**

Details and terms & conditions can be found at [www.markfedpunjab.com](http://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](http://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 RFP Document.

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

## 2. DOCUMENT CONTROL SHEET

S. N.	Particular	Details
1.	RFP document fee*	INR 10,000/- (Indian Rupees Ten Thousand only) (inclusive of any applicable GST)
2.	Processing Fee	As mentioned on state e-Procurement portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> through online mode only
3.	Earnest money deposit (EMD)**	<p>A bidder must deposit a total INR. 80,00,000/- (Indian Rupees Eighty Lakh Only) as EMD.</p> <p><b>Exemption only for MSEs and Startups registered in Punjab</b></p> <p>EMD is exempted in case of MSEs or Startups and must upload the declaration as per format given as <b>Annexure I</b> along with the applicable evidential documents sought for the claim of exemption.</p> <p>The Bidder must select the exemption option, if applicable, at the time of Bid submission on the e Procurement portal. This selection is final and cannot be changed.</p>
<b>Schedule of RFP</b>		
4.	Date of publishing the RFP	17-03-2026
5.	Starting date and time for the submission of Bids (“ <b>Bid Submission Commencement</b> ”)	17-03-2026
6.	Last date and time for the submission of bids (“ <b>Bid Submission Deadline</b> ”)	07-04-2026, 12:00 Hrs.
7.	Pre-Bid	19-03-2026, 11:00 Hrs.
8.	Venue for Pre- Bid opening	Committee Hall, Ground Floor, MARKFED House, Plot No. 4, Sector 35-B, Chandigarh - 160022.

9.	Technical Bid opening date and time	07-04-2026, 15:00 Hrs.
10.	Venue for Bid opening	Committee Hall, Ground Floor, MARKFED House, Plot No. 4, Sector 35-B, Chandigarh - 160022.  The e-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 downloading RFP, corrigenda, addenda, etc.	These documents can be downloaded by Bidders from: <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> OR <a href="http://www.markfedpunjab.com">www.markfedpunjab.com</a>
13.	Contact details	Name: Jaswinder Singh, Chief Manager  Telephone Number: 0172-5138765  Email ID: <a href="mailto:marketing@markfedpunjab.com">marketing@markfedpunjab.com</a>
14.	Bid validity period	Until the expiry of 90 (ninety) days after the date of the Bid Submission Deadline

**\*Notes:**

- The RFP Document Fee, Earnest Money Deposit/Processing Fee shall be paid through State e-procurement portal only. No other modes of payment shall be accepted.
- Neither the RFP Document Fee nor the Processing Fee shall be waived for any Bidder, including any Micro and Small Enterprises (MSMEs) & startups.
- No exemption from payment of the EMD shall be granted except to Micro and Small Enterprises (MSEs) and Startups recognized by the Department of Industries and Commerce, Government of Punjab. To claim the exemption, the Bidder shall submit a valid registration or Udyam Certificate verified by the General Manager, District Industries Centre of the concerned district, confirming the manufacturing unit's location within Punjab and its MSE status, or evidence of recognition as a Startup by the Department of Industries and Commerce, Government of Punjab. An exempt Bidder shall also submit a Bid Security Declaration acknowledging that, if it withdraws or modifies its Bid during the bid validity period, it shall be suspended for the period specified in the Tender Documents.
- No other exemption in eligibility criteria is being given to MSMEs and Startups.
- In case a Bidder fails to pay the EMD along with the submission of their Bid, without a valid exemption claim the Bid of the Bidder shall be rejected.

## **HELP DESK**

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](mailto:eproc@punjab.gov.in) or [supporteproc@nic.in](mailto:supporteproc@nic.in)

### 3. DISCLAIMER

The information contained in this ‘*Request for Proposal Document*’ (hereinafter known as the “**RFP**”) 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 RFP and in writing, and duly published on [www.markfedpunjab.com](http://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 RFP is neither an agreement nor an offer. Further, this RFP 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 RFP), in response to it (“**Bid**” or “**e-Bids**”). The purpose of this RFP is to provide potential bidder(s) with information to assist in the formulation of their proposal. This RFP does not purport to contain all the information each Bidder may require. This RFP may not be appropriate for all people, and it is not possible for the Tendering Authority to consider the investment objectives, financial situation and needs of each potential bidder who reads or uses this RFP. Each potential bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP 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 RFP.

The information provided in this RFP 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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 RFP.

The issue of this RFP 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 the Bids and also reserves the right to accept or reject any or all of the Bids received, without assigning any reasons for the same. No Bidder shall have any grievance or claim against the 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 RFP is being issued with no financial commitment, and the Tendering Authority reserves the right to withdraw the RFP 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 RFP including pursuant to any submission from Bidder or any evaluation thereof by the Tendering Authority.

## 4. DEFINITIONS

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

### Definitions

- 4.1.1 “**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 judgements, decrees, injunctions, writs and orders of any court of record, applicable to this RFP 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 RFP and / or the Contract.
- 4.1.2 “**Automated machinery**” means set of fully mechanized equipment and integrated systems that perform the production, blending, quality control, packaging, and material-handling operations using automated workflows to ensure consistency, hygiene, accuracy, and efficiency throughout the manufacturing process.
- 4.1.3 “**Beneficiaries**” shall have the meaning as prescribed to it in paragraph 5.2 of this RFP.
- 4.1.4 “**Bid Submission Commencement**” shall mean the specific date and time designated in this RFP as commencement of the submission of Bids in response to this RFP, as more particularly set forth herein.
- 4.1.5 “**Bid Submission Deadline**” shall mean the specific date and time designated in this RFP by which all Bids in response to this RFP must be received, the form and manner as set forth herein.
- 4.1.6 “**Bid**” or “**e-Bid**” shall have the meaning as specified in Paragraph 3 of this RFP.
- 4.1.7 “**Bidder(s)**” shall have the meaning as specified in Paragraph 9.1 of this RFP.
- 4.1.8 “**Contract**” shall have the meaning as prescribed to it in paragraph 5.3 of this RFP.
- 4.1.9 “**Delivery Location**” shall have the meaning as prescribed to it in paragraph 6.1(v) of this RFP.
- 4.1.10 “**Department**” shall have the meaning as prescribed to it in paragraph 5.3 of this RFP.
- 4.1.11 “**Earnest Money Deposit**” or “**EMD**” shall have the meaning as prescribed to it in paragraph 10.4 (i) of this RFP.
- 4.1.12 “**Eligibility Criteria**” shall have the meaning as prescribed to it in paragraph 9.3 of this RFP.
- 4.1.13 “**FCI**” means Food Corporation of India.
- 4.1.14 “**Force Majeure**” shall have the meaning as prescribed to it in paragraph 7.5 (ii) of this RFP.
- 4.1.15 “**Godowns**” shall have the meaning as prescribed to it in paragraph 6.2 (iv) of this RFP.
- 4.1.16 “**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.
- 4.1.17 “**ICDS**” means Integrated Child Development Scheme.
- 4.1.18 “**LOA**” shall have the meaning as Letter of Award as prescribed to it in paragraph 12 of this RFP.
- 4.1.19 “**MARKFED**” means The Punjab State Co-operative Supply and Marketing Federation Limited.
- 4.1.20 “**Notice of Supply**” shall have the meaning as prescribed to it in paragraph 6.2 (iii) of this RFP.
- 4.1.21 “**Packaging Specification**” shall have the meaning as prescribed to it in paragraph 6.1 (iv) of this RFP.
- 4.1.22 “**Product Specification**” shall have the meaning as prescribed to it in paragraph 6.1(iii) of this RFP.
- 4.1.23 “**Product**” shall have the meaning as prescribed to it in paragraph 5.3 of this RFP.
- 4.1.24 “**Project Steering Committee**” shall have the meaning as prescribed to it in paragraph 7.6 (i) of this RFP.
- 4.1.25 “**Project**” shall have the meaning as prescribed to it in paragraph 5.4 of this RFP.
- 4.1.26 “**Purchase Order**” shall have the meaning as prescribed to it in paragraph 6.3(ii) of this RFP.
- 4.1.27 “**Qualified Bidders**” shall have the meaning as prescribed to it in paragraph 10.10 of this RFP.
- 4.1.28 “**Request for Wheat**” shall have the meaning as prescribed to it in paragraph 6.2 (ii) of this RFP.
- 4.1.29 “**RFP**” means this Request for Proposal, including all appendices, schedules, and exhibits attached here to, as well as any amendments, corrections, or clarifications issued pursuant to this RFP, including but not limited to any corrigendum, addendum, or supplemental instructions thereto.
- 4.1.30 “**Schemes**” shall mean, collectively, the SNP and the Mission Saksham Anganwadi and Poshan 2.0 scheme.
- 4.1.31 “**Security Deposit**” shall have the meaning as prescribed to it in paragraph 10.4 (ii) of this RFP.
- 4.1.32 “**Selected Bidder**” shall have the meaning as prescribed to it in paragraph 6.1 of this RFP.
- 4.1.33 “**SNP**” means Supplementary Nutrition Programme.
- 4.1.34 “**Specifications**” shall mean collectively, the Product Specifications and the Packaging Specifications.
- 4.1.35 “**Technical Bid**” shall have the meaning as prescribed to it in paragraph 10.8 (i) (a) of this RFP.
- 4.1.36 “**Tender Process**” shall have the meaning as prescribed to it in paragraph 6.1 of this RFP.
- 4.1.37 “**Tendering Authority**” shall mean MARKFED or any of its authorized representatives, employees or advisors (which authorization shall be expressly made in relation to this RFP and in writing, and duly published on [www.markfedpunjab.com](http://www.markfedpunjab.com) and <https://eproc.punjab.gov.in>).
- 4.1.38 “**Joint Venture (JV)/Consortium**” shall mean, collectively, a Lead Member and a Technical Member, jointly submitting a bid in response to this RFP.

- 4.1.39 **“Lead Member”** shall refer to the Member of a Joint Venture (JV)/Consortium which shall have its manufacturing facility(ies) for producing Dry Premix Namkeen Dalia (Ready to Cook)/ready-to-cook/ready-to- eat 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.
- 4.1.40 **“Technical Member”** shall refer to the Member of a Joint Venture (JV)/Consortium that is not the Lead Member. **Technical Member** shall have its manufacturing facility(ies) for producing Dry Premix Namkeen Dalia (Ready to Cook)/ready-to-cook/ready-to-eat/ located either within or outside Punjab.
- 4.1.41 **“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.
- 4.1.42 **Ready-to-Eat (RTE):** A group of foods that are pre-cleaned, pre-cooked mostly packaged and ready for consumption as a meal 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.
- 4.1.43 **“Meal”** means a hot cooked and wholesome food provided to beneficiaries on a daily basis, prepared as per the prescribed nutritional norms, containing specified quantities of cereals, pulses, vegetables, oil/fats and other ingredients, and intended to meet a defined part of the daily nutritional requirements of the beneficiaries.
- 4.1.44 **“Manufacturer”** means any person or entity engaged in the manufacturing, processing, preparation, packaging, labelling, marketing, selling or importing of food intended for human consumption.
- 4.1.45 **“Food Products”** means any edible products, whether processed, partially processed or unprocessed, which is intended for human consumption.”.

## 5. OVERVIEW

- 5.1 The Punjab State Co-operative Supply and Marketing Federation Ltd. also known as ‘*MARKFED*’ was 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.
- 5.2 The Integrated Child Development Scheme (“**ICDS**”) was launched by the Government of India on 2<sup>nd</sup> October 1975. The services offered under the ICDS include the Supplementary Nutrition Programme (“**SNP**”) and the Scheme for Adolescent Girls, which are aimed at improving the nutritional status of certain vulnerable groups. Thereafter, guidelines for ‘*Mission Saksham Anganwadi and Poshan 2.0*’ were issued by the Government of India under National Food Security Act, 2013, pursuant to which, *inter alia*, operational guidelines for implementation were issued by the Ministry of Women and Child Development on 1<sup>st</sup> August, 2022. The beneficiaries targeted to be served under the Schemes (*as defined hereunder*) specifically include, *inter alia*, children between the ages of 6 (six) months and 6 (six) years, adolescent girls, pregnant women, and lactating or nursing mothers till six months after child-birth (collectively, the “**Beneficiaries**”).
- 5.3 In order to further the aim of the Schemes, MARKFED is issuing this RFP for the procurement of Dry Premix Namkeen Dalia (Ready to Cook), meeting the specifications detailed herein (“**Product**”), pursuant to which the Selected Bidder shall be selected, with whom MARKFED shall thereafter enter into a binding agreement (“**Contract**”) to carry out the Project (*as defined hereunder*). The Product shall be served across ‘*Anganwadi*’ centres under the Department of Social Security and Women & Child Development, Punjab (“**Department**”).
- 5.4 The manufacturing, packaging and delivery of the Product, in accordance with the terms of this RFP, along with any activities incidental or ancillary thereto (or otherwise necessary for carrying out the aforementioned activities) shall be hereinafter referred to as the “**Project.**”

## 6. SCOPE OF WORK

### 6.1 Overview of Scope of Work

The Bidder selected (“**Selected Bidder**”) consequent to the tendering process detailed in the RFP (“**Tender Process**”) shall be required to undertake the following:

- (i) Lifting and transportation of wheat to be provided by MARKFED as per the directive of the department through the Food Corporation of India (“**FCI**”) from the godown(s) of FCI / a food grain agency;
- (ii) The Selected Bidder shall store the wheat provided by MARKFED prior to its use in the production of the Product and, for this purpose, shall ensure the availability of a dedicated godown with an adequate capacity for storing the subsidized wheat as per the quarterly allocation.
- (iii) The manufacturing of the Product such that it meets the ingredient composition requirements and the product specifications (“**Product Specifications**”) detailed in *Annexure A*;
- (iv) The packaging of the Product, in accordance with packaging specifications (“**Packaging Specifications**”) detailed in *Annexure B*;
- (v) The delivery and unloading of the Product to blocks in Punjab to be designated by the Department (which designated block(s) are hereinafter referred to as the “**Delivery Locations**”), for which delivery locations shall be as detailed in *Annexure D*. The Delivery Locations may be amended by MARKFED from time to time, on the basis of the requirements of the Department.
- (vi) The selected Bidders shall ensure that manufacturing plant mentioned in the Bid shall have fully mechanized equipment and integrated systems that perform the production, blending, quality control, packaging, and material-handling operations using automated workflows to ensure consistency, hygiene, accuracy, and efficiency throughout the manufacturing process.
- (vii) During the contract period, Markfed reserves the right to conduct physical inspection of the manufacturing facility of bidder(s) through a committee as per the checklist attached at *Annexure E*

### 6.2 Lifting and Storage of Wheat

- (i) The wheat 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 wheat shall be issued to the Lead Member only.
- (ii) The Selected Bidder shall, from time to time during the term of the Contract, submit a written request to MARKFED, at least 10 (ten) days in advance of the lifting of wheat (“**Request for wheat**”), for the supply of wheat required for the production of the Product. Each such Request for wheat shall be made sufficiently in advance of the date on which the Selected Bidder is required to deliver the Product, so as to facilitate production and ensure the timely delivery of the Product to CDPO blocks. For the avoidance of doubt, the Food Corporation of India (“**FCI**”) will, on a best endeavors basis, allocate the wheat to Godowns nearest to the manufacturing facility(ies) of the Selected Bidder. However, if due to operational reasons

or otherwise in the discretion of the Government of India, wheat is delivered to Godowns elsewhere within the State of Punjab, it shall be the sole responsibility of the Selected Bidder to lift the wheat and incur any charges (including any transportation charges) related to such lifting of wheat, and none of MARKFED, FCI, the Department, or the Government of India shall be liable to the Selected Bidder or any third party in any manner in this regard.

- (iii) No later than [7 (seven) business days] from the date of receipt of a Request for wheat either of MARKFED or the FCI shall respond to such request in writing (“**Notice of Supply**”) (subject to the allocation of subsidized food grains by the Department) which response shall detail, *inter alia*: (a) the date on which, and the timeframe within which the lifting of the wheat shall occur; (b) the location of the Godown from which the wheat is to be lifted; and (c) the quantity of the wheat that shall be made available.
- (iv) The loading charges incurred at the FCI / nominated food grain agency’s (“**Godowns**”) shall be borne by the FCI / respective food grain agency.
- (v) At the time of loading the wheat from the Godowns, the Selected Bidder shall provide a receipt confirming that the quantity of wheat detailed in the Notice of Supply, has been provided to Selected Bidder and duly loaded on to the transport vehicles deployed by or on behalf of the Selected Bidder.
- (vi) The Selected Bidder shall ensure that an appointed representative of the Selected Bidder is present at the Godown at the time of loading, as shall be specified by FCI. Such representatives ensure quality and quantity compliance.
- (vii) Subject to the provisions of Clause 6.2(iii), the Selected Bidder shall be solely responsible for lifting the stock within the timeframe specified by the FCI. Without prejudice to the aforesaid provisions of this Clause 6.2(vii), the title to, and risk of, the wheat shall pass to the Selected Bidder at the point at which it is loaded on to the transport vehicles deployed by or on behalf of the Selected Bidder to the Godowns for loading of the wheat in accordance with this Clause 6.
- (viii) In the event the Selected Bidder fails to lift the wheat for any reason (including, *inter alia*, on account of transportation delay), the liquidated damages and consequences for breach, specified in **Annexure C**, shall be applicable.
- (ix) The Selected Bidder shall ensure that the wheat is stored properly in the Selected Bidder’s premises. The finished product should be protected from rain, water seepage, rodents etc.

The wheat provided by the FCI in connection with the Project shall only be utilized for the production of the Product. Any diversion or misuse shall, without limitation, result in: (a) the termination of the Contract; (b) forfeiture of the Security Deposit / EMD as may be applicable; and (c) the procurement of an equivalent amount of wheat from the open market by either FCI and / or MARKFED, at the sole cost and risk of the Selected Bidder; and (d) the Selected Bidder being blacklisted by MARKFED for a specified period of time and MARKFED may initiate civil and criminal proceedings against the Selected Bidder.

- (x) The selected bidder shall ensure the installation of CCTV camera at storage locations where subsidized wheat and processed finished product shall be stored. The selected bidder must

keep the CCTV recording for a minimum period of 2 (two) months from the date of receipt of wheat and provide it to MARKFED on demand during the contract period if required.

### **6.3 Manufacturing, Testing and Delivery of the Packaged Product**

(i) The Selected Bidder shall be required to provide product to the tune of approx. 2200 MT (Two thousand two hundred MT) Dry Premix Namkeen Dalia (Ready to Cook) per quarter, subject to a maximum increase of 25% (twenty five percent) based on the actual requirements of MARKFED (which shall be communicated to the Selected Bidder) from time to time. However, it is hereby clarified that MARKFED does not, whether under the provisions of this RFP or otherwise in connection with the Project, guarantee any minimum procurement quantity as the actual requirement shall be determined by the indent placed by the Department or otherwise.

#### **(ii) Delivery Terms**

- a. The requirement of Product may be communicated to the Selected Bidder(s) on the basis of quarterly indent received from the Department and thereafter communicated by MARKFED to the Selected Bidder(s), from time to time (“**Purchase Order**”). 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(s) 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(s) 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 or as per the requirement of Markfed.
- b. In the event of a delay in the start of supply of Product to the Delivery Locations as per the schedule communicated by MARKFED as detailed in Clause 6.3(ii), the Selected Bidder shall be liable to pay to MARKFED liquidated damages for such delay calculated at the rate of INR 1/- (Indian Rupees One) per master- bag (consisting of 25 (twenty-five) kgs finished product) per day per product of delay. Provided, the liquidated damages prescribed in this Clause 6.3(ii)(c) shall be capped at the amount payable after the expiry of 10 (ten) days of delay in delivery of product by the Selected Bidder(s).
- c. In the event the maximum liquidated damages payable as per Clause 6.3(ii) (c) is reached, MARKFED shall have the right to: (i) terminate the Contract; (ii) cause the Selected Bidder to forfeit the Security Deposit; and (iii) procure, at the risk and cost of the Selected Bidder, an alternative to the Product (which alternative shall be a reasonable approximation of the Product, for the purposes of facilitating the aims of

the Schemes through the delivery of appropriate food products to CDPO blocks for the benefit of the Beneficiaries).

- d. The title to, and the risk in the product quantity, shall only pass from the Selected Bidder to the MARKFED after the Product has been unloaded at the Delivery Location by the Selected Bidder(s). After such unloading, the concerned MARKFED branch shall issue an acknowledgement of due receipt of the Product, which acknowledgement shall not be unreasonably withheld. For the avoidance of doubt, the cost of unloading the Product shall be borne solely by the Selected Bidder.
- (iii) The ingredients utilized to manufacture the Product, as well as the Product delivered, and the packaging in which it is provided, shall conform to the Specifications (as may be applicable).
- (iv) The Product delivered shall have a minimum shelf life of 4 (four) months from the date of manufacturing.

#### **6.4 Sampling procedure:**

- (a) Samples shall be drawn from every batch of Product being manufactured by the Selected Bidder(s) in accordance with MARKFED's standard operating procedures (SOPs).
- (b) Any sample found to be non-compliant with the required standards shall lead to appropriate penalties, as specified under *Annexure C*.
- (c) The Lot size of sample testing will be maximum 50 MT per product. The expenditure of the sample testing will be borne by the bidder.
- (d) MARKFED and / or the Department may, from time to time, carry out random checks for quality, and compliance with the requirements of this RFP, at the manufacturing facility(ies) of the Selected Bidder(s) and / or at the Delivery Location(s) /or at any Anganwadi Centres. The Selected Bidder shall be required to cooperate with the representative of MARKFED / the Department at the time of such checking.

## 7. GENERAL PROJECT TERMS

### 7.1 *Term of Contract*

The initial term of the Contract shall be for a period of 1 (One) year. It may be extended to an additional 1(one) year, subject to the mutual consent of both the parties to the Contract under the same terms, conditions and rates. However, the maximum period of validity of the Contract shall be 2 (Two) years from the date on which the Contract is executed, i.e., the effective date of the Contract, plus up to one mutually agreed extension of 1 (one) year, subject to Clause 18 (Termination of Contract) of the RFP. The term of the Contract, i.e., the initial period of 1(one) year plus any extension, shall be the “**Contract Period**”.

**7.2 Tax Invoice Requirement:** The Bidder shall issue the GST invoice to MVAI Khanna for the supply of goods.

### 7.3 *Payment Terms*

- (i) The payment shall be released to successful bidder within the 15 working days from the date of receipt of bills alongwith the acknowledgement of the receipt of the product.
- (ii) Payment shall be released after adjusting any penalties are per SLA **Annexure - C**.
- (iii) The Selected Bidder shall submit invoices to Markfed Vanaspati and Allied Industries (MVAI), Khanna, after obtaining acknowledgement of the due receipt of the Product from the concerned MARKFED branches, which acknowledgement of due receipt of the Product shall be obtained at the time of delivery of the Product. The amount of GST will be released to the selected bidder after reflecting the amount in the GSTR-2B of Markfed.
- (iv) Statutory deductions, including income tax deducted at source (IT-DS) and goods and services tax deducted at source (GST-TDS), shall be made as per Applicable Law. 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.

### 7.4 *Consequences of Quality Complaints*

- (i) If the Product delivered is found to not meet the Specifications, or if a quality complaint arises from any of the recipients of the Product, the Anganwadi centers, the Beneficiaries or other such complaints arise from the field, the Selected Bidder shall replace the defective stock of the Product at its own cost and risk within 7 (seven) days from the date on which such complaint is notified to the Selected Bidder by MARKFED and SLA will be imposed as per **Annexure C**.
- (ii) A failure to replace the stock in accordance with Clause 7.4 (i) i.e. within 7 (seven) days, MARKFED shall entitle to impose double the penalty for the next three (3) days and thereafter non-compliance of the same, MARKFED shall entitle to terminate the Contract and recover damages as per **Annexure C**, either through the adjustment against

of the Payment due or through encashment of the Security Deposit. The non-replaced stock shall be disposed by MARKFED at the risk & cost of the Selected Bidder.

- (iii) If the quality of the delivered Product is found to be materially substandard on a second instance, the Selected Bidder shall replace the defective stock at its own cost and risk within 5 (five) days from the date on which such complaint is notified to the Selected Bidder by MARKFED and SLA will be imposed as per **Annexure C**. In case of failure to replace the defective stock within 5 (five) days, MARKFED shall entitle to impose double the penalty for the next three (3) days and thereafter non-compliance of the same, MARKFED shall entitle to terminate the Contract and recover damages as per **Annexure C**, either through the adjustment against of the Payment due or through encashment of the Security Deposit. The non-replaced stock shall be disposed by MARKFED at the risk & cost of the Selected Bidder.
- (iv) If the quality of the delivered Product is found to be materially substandard on a third instance, MARKFED may blacklist the Selected Bidder for a period of 1 year and cause the Selected Bidder to forfeit the entirety of the Security Deposit. The non-replaced stock shall be disposed by MARKFED at the risk & cost of the Selected Bidder.
- (v) If substandard stock rejected by MARKFED on quality parameters is found to have been recirculated in Anganwadi centers, MARKFED shall blacklist the bidder and forfeit the security deposit. MARKFED shall without prejudice to its rights under this RFP and the Contract, have the right to also initiate civil and criminal proceedings against the Selected Bidder.
- (vi) In case of any adverse effect on the health of any consumer after consumption of product due to any hazard, the selected bidder shall be solely responsible for the loss. Markfed may proceed against the bidder as per law.

## **7.5 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 RFP 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.

**7.6 *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 Additional Managing Director (MARKFED), 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 in accordance with Clause 7.6(iii) above.
- (v) If the Selected Bidder is dissatisfied with the decision of the Managing Director, MARKFED, the matter may be escalated to the Arbitrator as per clause no. 20 i.e. Dispute Resolution.

## 8 INSTRUCTIONS TO BIDDERS

- 8.1** 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 RFP published by MARKFED.
- 8.2** 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.
- 8.3** 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. 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. Reverse auction shall be applicable as per procurement rules.
- 8.4** 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 '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 RFP 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 e-Bid documents, i.e., a scanned copy of the EMD, along with the Technical Bid 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 take a printout of the Bid summary using the "print" option available in the window as an acknowledgement for future reference.

**9.1** The Bidder (“**Bidder**”) for the purposes of this RFP shall mean:

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

Each bidder shall either be a single business entity or a Joint Venture (JV)/Consortium (“Bidder”).

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.

**Note for Joint Venture (JV)/Consortia:**

- a) 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.
  - i. The Lead Member shall have to install specific plant/machinery in Punjab within a strict timeline of three months from the date of Letter of Award (LOA) for manufacturing of Product having capacity 30 MT/day
- b) 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).
- c) 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 30 MT/day of the product.
- d) 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.
- e) 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.

**Note for MSMEs and Startups:**

- (a) MSMEs or Startups to submit Valid Udyam Registration Certificate, duly verified by the General Manager, District Industries Centre of the concerned district, confirming the location of the unit within Punjab and its MSME status.
- (b) Startups shall be registered with the Department of Industries and Commerce, Government of Punjab.
- (c) MSMEs or Startups (as per mentioned in above points a and b) must be direct manufacturers of the products and no relaxation or exemption in the prescribed eligibility criteria in the RFP shall be provided to MSMEs or Startups.

**9.2** The Bidders are required to submit the following proof 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.

**(vi) For Joint Venture (JV)/Consortia**

- a) A duly notarized power of attorney on Rs 100/- stamp paper in the form detailed in **Annexure G**.
- b) 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 Bidding 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**;
- c) For each Member, the relevant constitutional documents will be required to be submitted as per Clauses 9.2(I) to 9.2 (v), depending on the nature of the entity.

Only the Lead Member shall be allowed to submit the bid in case of a Joint Venture (JV)/Consortium.

- 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>(I) <b><u>Individual Bidder (except Joint Venture (JV)/Consortium)</u></b>: - The Bidder must have an average annual turnover of minimum INR <b>20,00,00,000/- (Indian Rupees Twenty Crores Only)</b> 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 Products.</p> <p>(II) <b><u>In the case of a Joint Venture (JV)/ Consortium</u></b>: - The Lead member of JV/Consortium must have an average annual turnover of minimum INR <b>20,00,00,000/- (Indian Rupees Twenty Crores Only)</b> 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 Products.</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 food products only.</p> <p>The UDIN of the practicing CA must be verified.</p>

S. No.	Category	Eligibility Criteria	Supporting documents
2	Experience	<p>(I) <b><u>Individual Bidder (except Joint Venture (JV)/Consortium)</u></b> :- The bidder must have an minimum annual turnover of INR <b>6,00,00,000/- (Indian Rupees Six Crores Only)</b> in any of the last three financial years (2022-23, 2023-24, 2024-25) from Dry Premix Namkeen Dalia (Ready to Cook) /ready-to-cook/ ready-to-eat products from the respective/ concerned plant/unit with dedicated Automated Machinery mentioned in the bid document.</p> <p>(II) <b><u>In the case of a Joint Venture (JV)/Consortium:-</u></b></p> <p>Both the Lead Member and Technical Member must independently and individually meet the following requirement:</p> <p>(i) Each member i.e Lead Member and Technical Member individually must have a minimum of an annual turnover of <b>INR 3,00,00,000 (Indian Rupees Three Crores only)</b> in any of the last three financial years (2022-23, 2023-24, 2024-25) from Dry Premix Namkeen Dalia (Ready to Cook)/ready-to-cook/ready-to-eat products only from the respective/concerned plant/unit with dedicated Automated Machinery mentioned in the bid RFP.</p>	<p>The Bidder shall submit a certificate from a practicing CA specifically certifying the turnover generated from Dry Premix Namkeen Dalia (Ready to Cook)/ ready-to-cook/ ready-to-eat products only required relevant private and government work orders.</p> <p><b>The UDIN of practicing CA must be Verified.</b></p>
3	Manufacturing Facility	<p>The Bidder shall be the primary manufacturer of the Dry Premix Namkeen Dalia (Ready to Cook)/ready-to-cook/ready-to-eat products. In the case of a Joint Venture (JV)/Consortium,</p>	

S. No.	Category	Eligibility Criteria	Supporting documents
		<p>this requirement shall apply to, and be required to be met by 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 (JV)/Consortium) must be located in Punjab.</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> <p>Self-declaration form certifying that the Plant has been operational for the financial years 2023-2024, and 2024-2025.</p>
4	Operational Status	<p>The manufacturing unit with dedicated Automated Machinery 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 manufacturing units claimed for each of the Members (Lead Member and the Technical Member).</p>	
5	Production Capacity	<p><b><u>Individual Bidder (except Joint Venture (JV)/Consortium):</u></b> The Bidder must possess a dedicated production capacity of at least <b>30 MT per day</b> of Dry Premix Namkeen Dalia (Ready to Cook) /ready-to-cook/ready-to-eat products only from the respective/concerned plant/unit with dedicated Automated Machinery mentioned in the RFP.</p> <p><b>In case of a Joint Venture (JV)/ Consortium:</b> - The Lead Member and Technical member must each individually (and independently) possess a dedicated production capacity of at least <b>15 MT per day</b> of Dry Premix Namkeen Dalia (Ready to Cook) /ready-to-cook/ready-to-eat products only from the respective/concerned plant/unit with dedicated Automated Machinery mentioned in the RFP.</p>	<p>Documentary proof of production capacity must be submitted.</p> <p>An undertaking confirming that <b>30 MT</b> Dry Premix Namkeen Dalia (Ready to Cook) per day capacity is dedicated to MARKFED's requirement must be provided.</p> <p>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> <p>The Undertaking shall state that the Joint Venture/ Consortium shall set up a manufacturing plant facility in Punjab with a minimum dedicated capacity of 30 MT per day of the Dry Premix Namkeen Dalia (Ready to Cook) within 3 (three)</p>

S. No.	Category	Eligibility Criteria	Supporting documents
		<p>Out of the finally selected two Bidders, in case of an exigency where one Selected Bidder (in case of JV/Consortium) 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>	<p>months from the date of execution of the Contract.</p>
6	Regulatory and Compliance Requirements	<p>The Bidder shall:</p> <ol style="list-style-type: none"> <li>a. Be a company registered under the Indian Companies Act 2013 / 1956 (as the case may be) or, a partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 or, a partnership firm registered under the Indian Partnership Act, 1932 or, a sole proprietorship firm or Registered Cooperative Society;</li> </ol> <p>In case the Bidder is a Joint Venture (JV) or Consortium, each member of the Joint Venture or Consortium shall be:</p> <ol style="list-style-type: none"> <li>i. A company registered under the Companies Act, 2013 or the Companies Act, 1956 (as the case may be); or</li> <li>ii. A limited liability partnership registered under the Limited</li> </ol>	<ol style="list-style-type: none"> <li>a. Proof of registration / incorporation as the case may be</li> <li>b. Valid central license under the Food Safety and Standards Act, 2006.</li> <li>c. Goods and Services Tax (GST) Registration Certificate.</li> <li>d. PAN Card Copy.</li> <li>e. License under Factories Act/ Udyog Aadhaar / Udhyam Registration Certificate issued by the Ministry of MSME duly verified by the General Manager, District Industries Centre of the concerned district, confirming the unit's location within Punjab and its MSE status.</li> <li>f. Consent to Operate (CTO) of the concerned Manufacturing Plant/ unit mentioned in the Bid from the respective State Pollution Control Board.</li> <li>g. The Bidder should submit the GST Annual return i.e. GSTR-9 for the F.Y 2022-23, 2023-24 and 2024-25.</li> <li>h. Attach General power of attorney given by the organization to sign papers and documents etc.</li> </ol>

S. No.	Category	Eligibility Criteria	Supporting documents
		<p>Liability Partnership Act, 2008; or</p> <p>iii. A partnership firm registered under the Indian Partnership Act, 1932; or</p> <p>iv. A sole proprietorship firm; or</p> <p>v. A registered cooperative society.</p> <p>b. Hold a central license under the Food Safety and Standards Act, 2006, including the capacity and category for which the license is issued;</p> <p>c. Have a valid GST registration.</p> <p>d. Have a Permanent Account Number (PAN)</p> <p>e. In case of an MSME / Startup, hold the requisite registration or proof of such status.</p> <p>f. Various requisite documents</p>	<p>alongwith ID proof of the concerned person.</p> <p>i. proof of Earnest money deposit</p> <p>j. MSEs and Startups must submit</p> <p>i. Udhyam Registration Certificate (in case of an MSME); or a certificate of recognition from Department for Promotion of Industrial and Internal Trade (DPIIT) (in case of startup); and</p> <p>ii. a EMD exemption declaration accepting that if they withdraw or modify their bids during period of validity, they will be suspended/blacklisted for a period of one year as per <b>Annexure-I</b></p>
7	Legal and Financial Declarations	Various requisite documents	<p>A declaration as per <b>Annexure L</b> on Non-Judicial Stamp Paper of INR 100/- (Indian Rupees one hundred only) stating that the Bidder or its directors / partners:</p> <ol style="list-style-type: none"> <li>1. Have not been declared willful defaulters by any bank/financial institution under RBI Guidelines.</li> <li>2. Have not been classified as non-performing assets (NPA).</li> <li>3. Are not undergoing insolvency proceedings under the Insolvency and Bankruptcy Code, 2016.</li> </ol>

S. No.	Category	Eligibility Criteria	Supporting documents
			<p>4. The Bidder has not been blacklisted or debarred by any “<b>Government Authority</b>” during the last three financial years (2022-23, 2023-24 &amp; 2024-25).</p> <p>5. The Bidder has not been convicted of any criminal offenses related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not has been otherwise disqualified pursuant to debarment proceedings.</p> <p>6. 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>
8	Acceptance of Terms and Conditions	-	The Bidder shall submit a self-declaration of acceptance of all terms and conditions, specifications, eligibility criteria, technical requirement, financial stipulations and instructions contained in the RFP as per <b>Annexure – H</b>
9	Undertaking for setting up of manufacturing facility <i>(Applicable to Joint Venture (JV)/Consortium)</i>	<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"> <li>• Lead Member (“Lead Member”) must possess a dedicated production capacity of at least 30 MT per day for Dry Premix Namkeen Dalia (Ready to Cook)/ready-to-cook/ready-to-eat</li> </ul>	The Bidder must submit an undertaking stating that the Lead Member shall set up a facility with dedicated Automated Machinery in Punjab with a minimum dedicated capacity of 30 MT per day of Dry Premix Namkeen Dalia (Ready to Cook) within 3 (three) months from the date of execution of the Contract.

S. No.	Category	Eligibility Criteria	Supporting documents
		from the respective/concerned plant/unit with dedicated Automated Machinery mentioned in the bid document.	<b>As per Annexure – M</b>

## 10 BID RELATED DETAILS AND EVALUATION

### 10.1 *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 RFP Documents submission of a Bid not substantially responsive to all the requirements of this RFP 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.

### 10.2 **Failure to comply with the requirements below shall lead to the bid rejection:**

- (i) compliance with all requirements as set out within this RFP.
- (ii) submission of the forms and other particulars as specified in this RFP and responding to each element in the order as set out in this RFP.
- (iii) Submission of all supporting documentations specified in this RFP, corrigenda or any addenda issued hereto.
- (iv) Bidder shall ensure strict compliance with the Eligibility Criteria.

### 10.3 *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.

#### 10.4 *Earnest Money Deposit (EMD) and Security Deposit*

- i. The Technical Bid shall be accompanied by an Earnest Money Deposit (“EMD”) of INR,80,00,000/- (Indian Rupees Eighty lakh. only), adjustable towards the security deposit (in accordance with Clause 10.4(vi) below), which shall be submitted online through the e- payment gateway only.
- ii. The Selected Bidder shall, within 8 (eight) days of receiving the LOA, be required to furnish a security deposit (through online) transfer by Real-Time Gross Settlement System (RTGS) / Bank Guarantee for an amount equivalent to 5% (five percent) of the ‘*allotted contract value*’ (the security deposit payable by each Selected Bidder under this Clause 10.4(ii) shall be the “**Security Deposit**”). Exclusively for the purposes of this Clause 10.4(ii), the ‘*allotted contract value*’ shall be calculated on the per kilogram price quoted by the Selected Bidder in its Financial Bid multiplied by an assumed quantity of total Product to be delivered during the undertaking of the Project of **8800 MT Dry Premix Namkeen Dalia (Ready to Cook)** (as may be divided between the Selected Bidder(s) at MARKFED’s option) for the duration of the Contract.

Provided, in the event that MARKFED select 2 (Two) Bidders for the purposes of the Project in accordance with Clause 10.10(iv), the Security Deposit to be provided by the Selected Bidders shall be reduced pro rata to the allocation of the total quantity of Product sought from each Selected Bidder.

- iii. Any delay in the submission of the Security Deposit shall lead to the imposition of the damages detailed in *Annexure C*.
- 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. The EMD of the all the Bidders (except the Selected Bidder) shall be released once the Tendering Process is complete, and in any event, no later than 10 (ten) business days after the date on which the Letter of Award is issued to the Selected Bidder, which Letter of Award shall, in no event, be issued any later than the date on which the Bid Validity Period (as detailed in the ‘*Document Control Sheet*’ section of this RFP Document) expires. In the case of the Selected Bidder, the EMD shall be adjusted towards the Security Deposit.
- vii. The recognized Micro and Small enterprises (MSEs) and Startups are exempted from payment of Bid Security i.e. EMD, Subject to submission of valid registration /Udyam certificate verified by the General Manager, District Industry Center of the concerned district, confirming the units locations within Punjab and its MSE status or registered Startup with Department of Industries and Commerce, Government of Punjab and must submit a Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity, they will be suspended/blacklisted for a period of one year as per clause no. 19 of the RFP.

MARKFED is not responsible for delay in EMD refund of unsuccessful bidder due to e-proc (NIC) portal system.

- viii. The EMD shall be forfeited of the Bidder(s) on account of one or more of the following reasons:
- a) Bidder withdraws its Bid during the validity period as specified in this RFP;
  - b) 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 *Annexure C* that the EMD is forfeited in accordance with the terms therein;
  - c) If a Bidder is found to have made misleading or false representations in the forms, statements and attachments submitted in its Bid;
- ix. The Security Deposit of the Selected Bidder shall be forfeited 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 RFP; and / or
  - d) Any other case as mentioned in this RFP or in the Contract to be signed.
- x. No Bidder shall be exempted from submitting the EMD (**except MSEs and Startup registered and operational in Punjab Only**) and / or the Security Deposit, for any reason whatsoever.

### **10.5 Deviations**

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

### **10.6 Pre-bid**

- i. A Pre-bid meeting shall be held at committee hall, Ground floor, Markfed House, Plot No.4, Sector 35B, Chandigar-160022.
- ii. The purpose of the pre-bid meeting is to enable prospective bidders to seek clarification 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. The potential bidder (s) shall have to submit their queries regarding RFP in writing during the pre-bid meeting or within 24 hours from the pre bid meeting through email at [marketing@markfedpunjab.com](mailto:marketing@markfedpunjab.com) beyond which no queries shall be entertained. Pre-bid queries shall be in following format:

S. No.	Section and Clause No.	Page No.	Clause of the RFP	Clarification

- v. Clarification and amendments (if any) arising out of pre-bid meeting shall be uploaded on the websites [www.markfedpunjab.com](http://www.markfedpunjab.com) and <https://eproc.punjab.gov.in> only. No separate communication shall be issued to individuals' bidders.

### 10.7 Amendment to the RFP 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](http://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.

### 10.8 Bid evaluation process

- i. The Bid evaluation will be carried out in 2 stages.
  - a) **Stage 1: Technical Bid Evaluation:** - Evaluation of the documents, information, forms and undertakings submitted by the Bidders in accordance with Clause 9 (“**Technical Bid**”), in order to, *inter alia*, establish that it meets the Eligibility Criteria.

In case the Bidder fails to qualify technical evaluation, the Bid will be rejected and shall not be considered for Financial Bid evaluation.

- 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.
- 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.

### 10.9 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 RFP 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.
- 10.10** Those Bidders whose Bids are found to be responsive and who are found to meet the Eligibility Criteria (“**Qualified Bidders**”), shall qualify for the next stage of evaluation, i.e., Financial Bid evaluation.

#### **10.11 Financial Bids**

- i. The second stage shall be the evaluation of the Financial Bid of Qualified Bidders.
- ii. The Bidder is required to quote the per-kilogram price of Product, inclusive of all costs (except the commodity cost of the wheat), on an F.O.R (freight on road) basis, (excluding applicable GST), for delivery and unloading at the CDPO block level across Punjab as mentioned by the Department, at the Delivery Locations mentioned in *Annexure D*.
- 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.
- iv. **Reverse Auction (RA):** On receiving the financial bids, from the Bidders whose Technical Bids satisfy the Eligibility Criteria outlined in Clause 9.3 of this RFP, a one-time reverse auction shall be conducted. MARKFED will select the Selected Bidder (i.e. the L1 Bidder) who has quoted the lowest Total Cost in the Reverse Auction (“L1 Bid”). Intimation would automatically be sent to the unsuccessful Bidders through the e-tendering portal. MARKFED’s decision regarding Bidder's, including the Selected Bidder. The Reverse Auction shall be governed by the procedure on the e-tendering portal. In addition to the procedure on the e-tendering portal, the following provisions shall be applicable on the Reverse Auction in the relation to this RFP:
  - a) The reverse auction will be conducted on the scheduled date and time, which will be communicated to Bidders eligible to participate in Reverse Auction on the e-procurement portal.
  - b) Reverse Auction shall be conducted only if two or more Bidders are qualified in the Technical Bid Evaluation. There will be no Reverse Auction in the event only one Bidder has qualified in the Technical Bid evaluation.
  - c) In case of four or higher qualified Bidders, the H1 Bidder shall be eliminated.
  - d) The L1 Bidder shall be determined on the basis of the L1 Bid after the completion of the Reverse Auction.
  - e) During the Reverse Auction, if no bid is received within the specified time, MARKFED, at its sole discretion, may decide to reschedule / scrap the Reverse Auction process / proceed with conventional mode of tendering / or finalize the RFP as it deems fit.
- v. The Qualified Bidder that submits the most competitive quote shall be termed as L-1 Bidder. The Qualified Bidder that has submitted the second-most competitive quote shall be the L-2 Bidder, and so on.

The tendered item is being supplied/provided to the beneficiaries of Anganwadi Centres on daily basis under Supplementary Nutrition Programme (SNP) scheme to improve the nutritional status

of vulnerable groups including children, pregnant women and nursing mothers. Subsidized food grains are supplied to the Selected Bidder in advance for the preparation of the Product to be supplied at block level of CDPOs.

A large quantity of Product is required, and there exists a possibility of the Selected Bidder failing to supply the Product due to, *inter alia*, any technical failure in their manufacturing facility, or a force majeure event or otherwise. Further, MARKFED is mandated to supply the Product to the Beneficiaries within a time-bound manner. In order to mitigate the aforementioned risks and to ensure an uninterrupted and consistent supply to Beneficiaries, MARKFED reserves the right to allocate up to 40% (forty percent) of the total quantity of Product to be sought from the Selected Bidder to the L-2 Bidder at L-1 rates. If the L-2 Bidder declines to undertake the Project at the L-1 rate, the same offer shall be extended to the L-3 Bidder, or subsequent Qualified Bidders, subject to their agreement to undertake the Project at L-1 rates. In the event MARKFED elects to exercise its right to award the Project to more than 1 (one) Selected Bidder, then each reference in this RFP to a Selected Bidder shall be deemed to mean a reference to both Selected Bidders (as may be applicable, unless repugnant to the context therein).

- i. The prices/rates 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 price quotation will be treated as non-responsive and hence, shall be liable to be rejected.
- ii. 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.
- iii. 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.
- iv. If both L-1 & L-2 are Joint Venture (JV)/Consortium, then decision of Managing Director, Markfed shall be final.

#### **10.12 Resolution of Tie in L1 Bids**

- i) If there are two or more Financial Bids are tied at the lowest evaluated price (L-1), MARKFED shall issue a written notice (through the e-procurement portal/email) inviting all tied L-1 Bidders to submit one revised rate (“**Tie-Break Quote**”).
- ii) The Tie-Break Quote shall be submitted within one (1) business day of the notice, and in any event by 1500 hours IST on the next business day, in a sealed envelope to the MARKFED. No change to any other term or condition is permitted. The Tie-Break Quote shall not exceed the

tied L-1 rate.

- iii) Only the tied L-1 Bidders may submit a Tie-Break Quote, and each may submit only one. Late, multiple or withdrawn submissions may be rejected.
- iv) Tie-Break Quotes shall be opened at the time stated in the notice and evaluated only among the tied L-1 Bidders. The Bidder quoting the lowest Tie-Break Quote shall be ranked L-1. If two or more Tie-Break Quotes remain tied at the lowest, MARKFED may conduct a brief second and final tie-break round on the same terms within the next business day;
- v) If a tied L-1 Bidder does not submit a Tie-Break Quote within time, its original L-1 Financial Bid remains binding; however, if another tied L-1 Bidder submits a lower Tie-Break Quote, the non-submitting Bidder shall lose L-1 ranking for that Zone.
- vi) In the event that no Tie-Break Quotes are submitted, or the tie is not otherwise resolved under sub-clauses (i) to (v) above, the Tendering Authority shall break the tie by applying the following criteria sequentially:
  - (a) **Higher Annual Average Turnover:** The Tendering Authority shall, through the Tender Evaluation Committee, preference shall be given to the Tied L1 Bidder with the higher average annual turnover as mentioned in the Eligibility Criteria (Financial category) mentioned in the RFP of each Tied L1 Bidder.
  - (b) **Higher Per Day Production:** Where the tie is not resolved under sub-clauses (a) above. The Tendering Authority shall, through the Tender Evaluation Committee, check the Higher Per Day Production of the bidder from Dry Premix Namkeen Dalia (Ready to Cook)/ ready-to-cook/ ready-to-eat from the respective/ concerned plant/unit with dedicated Automated Machinery mentioned in the Eligibility Criteria (Production Capacity) mentioned in the RFP of each Tied L1 Bidder.
  - (c) **Higher Experience:** Where the tie is not resolved under sub-clauses (a) & (b) above. The Tendering Authority shall, through the Tender Evaluation Committee, evaluate the experience as per Eligibility Criteria (Experience Criteria) mentioned in the RFP of each Tied L1 Bidder.
  - (d) if still remain tied, then the tie shall be resolved by draw of lots in the presence of authorized representatives of the tied Bidders.

#### **10.12 Resolution of Tie in L2 Bids**

Tendering Authority shall proceed as per the procedure of Tie Resolution of L1 explained in clause 10.11 of the RFP

#### **10.13 Stop Gap Arrangement**

Markfed may, in public interest, make a temporary stop-gap arrangement for a limited duration solely to ensure uninterrupted supply of essential goods and services. Such arrangement shall be purely interim in nature, subject to the finalization of a regular tender process, and shall be undertaken in conformity with the principles of fairness, transparency, and reasonableness as applicable under the prevailing procurement rules and applicable law in the following events;

- a) In the event of L1 or L2 bidders have submitted his bid under Joint Venture (JV)/ Consortium, as such Selected bidder has to make his Manufacturing Unit in 3 (Three) months from the Issuance of LOA.
- b) In the event of default by any Selected Bidder.

## 11 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 RFP or otherwise under Applicable Law, disqualify any Bidder, if the Bidder has:

- 11.1 made misleading or false representations in the forms, statements and attachments submitted in Bid documents.
- 11.2 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.
- 11.3 failed to provide clarifications related thereto, when sought.
- 11.4 submitted more than one Bid (directly / indirectly).
- 11.5 declared ineligible by the Government of India / State / UT Government / PSUs / any Government Society/Board/Corporation for corrupt and fraudulent practices.
- 11.6 submitted a bid with price adjustment/variation provision.
- 11.7 not submitted documents as specified in this RFP.
- 11.8 suppressed any details related to the Bid.
- 11.9 submitted incomplete information, subjective, conditional offers and / or partial offers.
- 11.10 not submitted documents as requested in this RFP, including any checklist prescribed hereunder.
- 11.11 submitted a Bid with an inadequately long validity period.
- 11.12 submitted a Bid that is conditional.
- 11.13 committed any non-adherence/non-compliance with the provisions of the RFP.

## 12 ISSUE OF LETTER OF AWARD (LOA)

Upon the selection 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 RFP.

## 13 SIGNING OF CONTRACT

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.

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

## 14 FRAUD AND CORRUPT / MALPRACTICES

- 14.1** All the Bidders must observe the highest standards of ethics throughout the Tender Process and the Contract period.
- 14.2** 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.
  - e.** "*Collusive bidding*" means at any stage a bidder is engaged in collusive bidding or cartelization, the bid may be rejected, and the EMD shall be forfeited. The bidder may also be debarred/blacklisted for a suitable period.
- 14.3** 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.
- 14.4** 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.

## 15 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 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 RFP in totality.

## 16 CONFIDENTIALITY

- 16.1 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 Bidders 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.
- 16.2 The Selected Bidder shall ensure that while executing the Project, all the details and information exchanged are kept confidential.
- 16.3 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.
- 16.4 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) terminate the Contract and (iii) take legal action against the Selected Bidder.

## 17 NO EMPLOYEE-EMPLOYER RELATIONSHIP

- 17.1 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**.
- 17.2 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.
- 17.3 The persons deployed shall not claim any master and servant relationship against **MARKFED**.
- 17.4 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**.

## 18 TERMINATION OF CONTRACT

### 18.1 Termination of Contract for Default

- (i) If the selected bidder fails to deliver and perform any or all the services within the period(s) specified in the contract, or within any extension thereof granted by the MARKFED or if the selected bidders fail to perform any other obligation(s) under the contract.
- (ii) In the event the maximum liquidated damages payable as per *Annexure C* is reached, MARKFED shall have the right to terminate the contract.
- (iii) A failure to replace the stock of the Product shall entitle MARKFED to terminate the Contract and recover damages as per *Annexure C*.
- (iv) 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.
- (v) The wheat provided by the FCI in connection with the Project shall only be utilized for the production of the Product. Any diversion or misuse shall, without limitation, result in the termination of the Contract.
- (vi) 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

### 18.2 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 or any in-house manufacturing facility established and/or operationalized by MARKFED, in whole or in part, by giving one (1) month's written notice to the Selected Bidder(s), which notice of termination shall refer to this clause 18.2. Upon receipt of the notice of termination under this Clause, the Selected Bidder(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 MARKFED 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 Bidder(s) from MARKFED on account of any termination by MARKFED pursuant to this Clause 18.2.

## 19 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) days 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 the Bidder may proceed as per Clause no. 20 of the RFP.

## 20. DISPUTE RESOLUTION

- 20.1 The Arbitration shall be conducted by a Sole Arbitrator to be appointed as hereinafter provided and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory modification by Government of Punjab thereof, as applicable from time to time.
- 20.2 The parties shall endeavour to appoint a Sole arbitrator by mutual consent from the Panel of Arbitrators maintained by MARKFED within a period of 30 days from the date of receipt of request for appointment of an Arbitrator from the contractor/agency and/or MARKFED is received by the Managing Director, MARKFED. On arriving at a consensus on the name of the Sole Arbitrator, both the parties to the dispute shall execute an agreement in writing duly waiving the applicability of sub-section (5) of Section 12 of the Arbitration and Conciliation Act, 1996. Notwithstanding the above, it is clarified that no person who is presently the employee of MARKFED or is a consultant or an advisor of MARKFED shall, in any event, be eligible to be appointed as an Arbitrator.
- 20.3 The language of arbitration shall be English.
- 20.4 The stamp fee due on the award shall be payable by the party as directed by the Sole Arbitrator and, in the event of such party's default, stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- 20.5 The seat of the arbitration shall be Chandigarh, but the venue of arbitration can be fixed with mutual consent of the parties and the Sole Arbitrator. In case no consent can be arrived at, the decision of the Sole Arbitrator shall be final and binding with regard to the venue of arbitration.
- 20.6 The Courts at Chandigarh only shall have exclusive jurisdiction over the disputes arising under the present contract agreement, to the exclusion of all other courts.
- 20.7 The laws of India shall apply to arbitration proceedings and also to the court proceedings.

20.8 The Sole Arbitrator shall make a reasoned award. Any Award made in any arbitration held pursuant to this Arbitration Agreement shall be final and binding on the parties as from the date it is made, and the parties agree and undertake to carry out such Award without delay.

## ANNEXURE A: PRODUCTS COMPOSITIONS & SPECIFICATIONS

### I. Ingredients and Specifications: Dry Premix Namkeen Dalia (Ready to Cook)

#### 1. Ingredients Composition

The composition of the ingredients for Dry Premix Namkeen Dalia (Ready to Cook) per 100 gm shall be as follows:

Sr. No.	Ingredients	Dry Premix Namkeen Dalia (Ready to Cook)
1.	Wheat	76%
2.	Defatted Soya Flour (DFS)	3%
3.	Soyabean refined oil	15%
4.	Dal Channa	2%
5.	Salt & Spices	4%

#### 2. Nutritional Information per 100 Grams

The product shall adhere to the following Nutritional Values for Dry Premix Namkeen Dalia (Ready to Cook) (approx) per 100 gm:

S. No.	Parameter	Dry Premix Namkeen Dalia (Ready to Cook)
1.	Energy (Min.)	400 Kcal
2.	Protein (Min.)	12%
3.	Moisture (Max.)	8%
4.	Total Fat (Min.)	13%
5.	Carbohydrates (Min.)	50%
6.	Salt	1% to 1.5 %

#### 3. Microbiological Standards for Dry Premix Namkeen Dalia (Ready To Cook)

S. No.	Parameters	Limit
1	Total Plate Count	Maximum 10,000 cfu/gm
2	E. Coli	Absent/gm
3	Yeast & Mould count	Maximum 10 cfu/gm

**4. Physical Parameter for Dry Premix Namkeen Dalia (Ready To Cook):**

<b>S.N.</b>	<b>Parameters</b>	<b>Desired Characteristics</b>
1	Taste	Pleasant & Savoury
2	Flavour	Fresh & Pleasant
3	Presence of Insects & Weevils	Absent
4	Foreign Matter	Absent
5	Texture	Grainy and Flaky Texture

## ANNEXURE B: PACKAGING SPECIFICATIONS

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

### 1. Primary and Secondary Packaging

**Primary:** Packed in 1 kg LD Pouch (2 layers- 12-micron Polyester film, 60-micron LDPE Film, 75 GSM).

**Secondary:** HDPE Bag Packs (with food grade liner inside), containing 25 packets of 1 Kg.

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

Packing material should be food grade material and printing should be as per MARKFED Design/artwork.

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

### 2. Additional 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*.

## ANNEXURE C: SERVICE LEVEL AGREEMENTS

### 1. SLA & Liquidated Damages for Non-Compliance

Sr. No.	Activity	Target / Service Level	Liquidated Damages (LD) for Delay/Non-Compliance
1.	<b>Submission of Security Amount &amp; Contract Signing</b>	Submission of Security within 8 days from the issuance of LOA  <b>And</b> Signing of Contract within 15 days from the issuance of LOA.	INR. 10,000/- per day for delays beyond 8 days (For Security Deposit); if delay exceeds 15 days, EMD may be forfeited, and actions under the Punjab Transparency in Public Procurement Act, 2019, may follow.  INR. 10,000/- per day for delays beyond 15 days (For Signing of Contract); if delay exceeds 21 days, EMD may be forfeited, and actions under the Punjab Transparency in Public Procurement Act, 2019, may follow.
2.	<b>Lifting of Stock</b>	As per FCI timeline post MARKFED letter	Failure to lift stock will require the Selected Bidder to arrange stock at their own cost. If not arranged, Security amount will be forfeited, and stock procured at the Selected Bidder's risk and cost.
3.	<b>Quality Compliance</b>	Ensure compliance with FSSAI norms and MARKFED specifications as mentioned in <i>Annexure-A</i> in RFP.  Testing as per MARKFED SOPs	Non-compliance shall cause the Selected Bidder incur INR. 50,000/- in liquidated damages per instance, with a 7-days for replacement. Action may be taken as per clause no. 7.4 for non-compliance.
4.	<b>Weight Compliance</b>	Maintain product weight as per MARKFED standards as mentioned in <i>Annexure-B</i> in RFP	Non-compliance shall cause the Selected Bidder to incur INR 50,000/- in liquidated damage per instance. Repeated violations may lead to the termination of the Contract, forfeiture of Security Deposit, and further action.

5.	<b>Packaging &amp; Labelling</b>	Adhere to packaging specifications <i>(Annexure B)</i>	Non-compliance shall cause the Selected Bidder to incur INR. 5,000/- in liquidated damages per instance. The Selected Bidder may be required to provide replacements at risk and cost. Repeated violations may lead to the termination of the contract, forfeiture of security deposit and further action.
6.	<b>Timely Delivery</b>	As per MARKFED directives	Action as per Clause 6.3(ii) <i>(Delivery Terms)</i> .
7.	<b>Replacement of Rejected Stock</b>	Must replace rejected stock within 7 (Seven) days of complaint.	<p>INR 50,000 until replacement is completed in seven (7) days and Delay beyond seven (7) days shall attract double the penalty for the next three (3) days. If the Selected Bidder fails to replace the rejected stock within 10 days, MARKFED will take proceed as per Clause 7.4 (ii).</p> <p>In case of second instance, INR 1,00,000 until replacement is completed in 5 days and Delay beyond 5 days will impose double the penalty for the next three (3) days. If the Selected Bidder fails to replace the rejected stock within 8 days, MARKFED will proceed as per Clause 7.4 (iii)</p> <p>In case of third instance, the MARKFED will proceed as per Clause 7.4 (iv)</p>

## ANNEXURE D: DELIVERY LOCATIONS

Sr No	Name of district	Name of the Block
1	Amritsar	Harshachhina
2	Amritsar	Verka
3	Amritsar	Chaugawan
4	Amritsar	Urban-1
5	Amritsar	Jandiala Guru
6	Amritsar	Rayya
7	Amritsar	urban 3
8	Amritsar	Urban-2
9	Amritsar	Attari
10	Amritsar	Ajnala
11	Amritsar	Majitha
12	Amritsar	Tarsikka
13	Barnala	Sehna
14	Barnala	Mehal Kalan
15	Barnala	Barnala
16	Bathinda	Bhagtabhaika
17	Bathinda	Phul
18	Bathinda	Nathana
19	Bathinda	Rampura
20	Bathinda	Maur
21	Bathinda	Talwandi Sabo
22	Bathinda	Sangat
23	Bathinda	Bathinda
24	Faridkot	Faridkot
25	Faridkot	Kotkapura-I
26	Faridkot	Kotkapura-II
27	Fatehgarh Sahib	Amlah
28	Fatehgarh Sahib	Sirhind
29	Fatehgarh Sahib	Bassi Pathana
30	Fatehgarh Sahib	Khamano
31	Fatehgarh Sahib	Khera
32	Fazilka	Jalalabad
33	Fazilka	Abohar-1
34	Fazilka	Abohar-2
35	Fazilka	Fazilka
36	Fazilka	Khuian Sarwar
37	Ferozepur	Ferozepur

<b>Sr No</b>	<b>Name of district</b>	<b>Name of the Block</b>
38	Ferozepur	Guruharsahai
39	Ferozepur	Mamdot
40	Ferozepur	Ghall khurad
41	Ferozepur	Makhu
42	Ferozepur	Zira
43	Gurdaspur	Batala
44	Gurdaspur	Dhariwal
45	Gurdaspur	Sri hargobindpur
46	Gurdaspur	Kahnuwan
47	Gurdaspur	Dorangla
48	Gurdaspur	Dinanagar
49	Gurdaspur	Gurdaspur
50	Gurdaspur	Dera Baba Nanak
51	Gurdaspur	Fatehgarh Churian
52	Gurdaspur	Kalanaur
53	Gurdaspur	Qadian
54	Hoshiarpur	Dasuya
55	Hoshiarpur	Hoshiarpur-I
56	Hoshiarpur	Hoshiarpur-II
57	Hoshiarpur	Bhunga
58	Hoshiarpur	Garhshankar
59	Hoshiarpur	Hajipur
60	Hoshiarpur	Mahilpur
61	Hoshiarpur	Mukerian
62	Hoshiarpur	Talwara
63	Hoshiarpur	Tanda
64	Jalandhar	Adampur
65	Jalandhar	Bhogpur
66	Jalandhar	Jalandhar (East)
67	Jalandhar	Jalandhar (U)
68	Jalandhar	Jalandhar (West)
69	Jalandhar	Lohiya Khas
70	Jalandhar	Nakodar
71	Jalandhar	Noor Mehal
72	Jalandhar	Phillaur
73	Jalandhar	Rurka Kalan
74	Jalandhar	Shahkot
75	Kapurthala	Sultanpur Lodhi
76	Kapurthala	Dhilwan
77	Kapurthala	Kapurthala
78	Kapurthala	Nadala
79	Kapurthala	Phagwara

<b>Sr No</b>	<b>Name of district</b>	<b>Name of the Block</b>
80	Ludhiana	Doraha
81	Ludhiana	Samrala
82	Ludhiana	Khanna
83	Ludhiana	Delhon
84	Ludhiana	Jagraon
85	Ludhiana	Ludhiana (U-I)
86	Ludhiana	Ludhiana (U-II)
87	Ludhiana	Ludhiana (U-III)
88	Ludhiana	Ludhiana (U-IV)
89	Ludhiana	Ludhiana-I (R)
90	Ludhiana	Raikot
91	Ludhiana	Mangat
92	Ludhiana	Machhiwara
93	Ludhiana	Pakhowal
94	Ludhiana	Sudhar
95	Ludhiana	Sidhwan Bet
96	Mansa	Mansa
97	Mansa	Bhikhi
98	Mansa	Budhlada
99	Mansa	Jhunir
100	Mansa	Sardulgarh
101	Moga	Moga-1
102	Moga	Bagha Purana
103	Moga	Dharamkot
104	Moga	Moga-II
105	Moga	Nihal Singh Wala
106	Pathankot	Sujanpur
107	Pathankot	Pathankot
108	Pathankot	Dhar Kalan
109	Pathankot	Bamial
110	Pathankot	Narot Jaimal Singh
111	Patiala	Rajpura
112	Patiala	Samana
113	Patiala	Patran
114	Patiala	Ghanour
115	Patiala	Bhunerheri
116	Patiala	Patiala (Rural)
117	Patiala	Nabha
118	Patiala	Patiala (U)
119	Patiala	Sanour

<b>Sr No</b>	<b>Name of district</b>	<b>Name of the Block</b>
120	Ropar	Morinda
121	Ropar	Anandpur Pur Sahib
122	Ropar	Chamkaur Sahib
123	Ropar	Nurpur Bedi
124	Ropar	Ropar
125	Sangrur	Andana
126	Sangrur	Sangrur
127	Sangrur	Ahmedgarh
128	Sangrur	Bhawanigarh
129	Sangrur	Dhuri
130	Sangrur	Lehragagga
131	Sangrur	Malerkotla
132	Sangrur	Sherpur
133	Sangrur	Sunam-I
134	Sangrur	Sunam-II
135	SBS Nagar	Aur
136	SBS Nagar	Balachaur
137	SBS Nagar	Banga
138	SBS Nagar	Nawan Shehar
139	SBS Nagar	Saroya
140	SAS Nagar	Kharar 1
141	SAS Nagar	Kharar 2
142	SAS Nagar	Majri
143	SAS Nagar	Derabassi
144	Sri Muktsar Sahib	Sri Muktsar Sahib
145	Sri Muktsar Sahib	Kot Bhai
146	Sri Muktsar Sahib	Lambi
147	Sri Muktsar Sahib	Malout
148	Tarn Taran	Patti
149	Tarn Taran	Bhikhiwind
150	Tarn Taran	Chohla Sahib
151	Tarn Taran	Gandiwind
152	Tarn Taran	Khadoor Shahib
153	Tarn Taran	Naushehra Pannua
154	Tarn Taran	Tarn Taran
155	Tarn Taran	Valtoha

## ANNEXURE E: INSPECTION REPORT

- 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 dedicated Automated Machinery for producing Dry Premix Namkeen Dalia (Ready to Cook)/Ready-to-Cook/Ready-To-Eat 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 an adequate storage capacity to store 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 three months from the date of execution of the Contract.

## ANNEXURE F: JOINT BIDDING AGREEMENT OF JV/ CONSORTIUM

### 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 [●], 2026, for the procurement, manufacturing, packaging, and delivery of Dry Premix Namkeen Dalia (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, capitalized 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 authorized 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 Authorization**

- 5.1. The Members hereby designate the Lead Member as the duly authorized 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 Authorization**

- 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 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 FOR JOINT VENTURE / CONSORTIUM

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

*[To be executed on stamp paper of Rs 100/-]*

This Power of Attorney (“POA”) is made on this the [●] day of [●], 2026.

#### **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 [●], 2026, for the procurement, manufacturing, packaging, and delivery of Dry Premix Namkeen Dalia (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 authorizes 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 executant, for demonstrating that the person executing this Power of Attorney for and on behalf of the executant has been validly authorized by the executant in this regard.*

**ANNEXURE H: ACCEPTANCE OF RFP TERMS & CONDITIONS**

*[On Bidder's Letterhead]*

Date: XX/XX/XXXX

To,

The Managing Director,  
The Punjab State Cooperative Supply and Marketing Federation Ltd.,  
MARKFED, Government of Punjab, Plot No.4, Dakhshin Marg, Sector-35-B,  
Chandigarh-160022.

**Subject: Acceptance of Terms and Conditions of the RFP.**

Sir/Madam,

I, [Name of Bidder / Authorized Signatory], representing [Name of Company / Firm], hereby confirm that I have thoroughly examined and understood the contents of the RFP floated by the MARKFED regarding the supply across Anganwadi centres under the Department of Social Security and Women & Child Development, Punjab.

I further declare and confirm the following:

1. I/We have read and understood the entire RFP, including all sections, schedules, formats, and requirements specified therein.
2. I/We hereby unconditionally accept all terms, conditions, specifications, eligibility criteria, technical requirements, financial stipulations, and instructions contained in the RFP.
3. I/We also confirm acceptance of all amendments, corrigenda, addenda, replies to queries, and clarifications issued by the Department from time to time and uploaded on the Government of Punjab's e Procurement Portal with respect to this RFP.
4. I/We undertake that no deviation, condition, or modification has been made or proposed in our Bid with respect to the RFP and its subsequent amendments/clarifications.
5. I/We agree to comply with all obligations specified in the RFP throughout the bidding process and, in the event of award of contract, during the execution of the contract.

This Annexure shall be treated as an integral part of the Bid submitted by us.

Authorized Signatory .....

Name .....

Designation .....

Phone .....

Company Seal & Signature

## ANNEXURE I: EMD EXEMPTION FOR MSEs AND STARTUPS

### EMD EXEMPTION FOR MSEs AND STARTUPS Registered in Punjab Only

[On Bidder's Letterhead]

Date: XX/XX/XXXX

To,

The Managing Director,  
The Punjab State Cooperative Supply and Marketing Federation Ltd.,  
MARKFED, Government of Punjab, Plot No.4, Dakhshin Marg, Sector-35-B,  
Chandigarh-160022.

**Subject: Request for EMD Exemption cum Bid Security Declaration for MSEs and Startups.**

Sir/Madam,

We, [Name of Firm/Company], intend to participate in the tender:

Tender Title: \_\_\_\_\_

Tender Reference No.: \_\_\_\_\_

We hereby claim exemption from submission of the Earnest Money Deposit (EMD) for participating in the above-mentioned tender as we are Micro and Small Enterprises (MSEs)/Start up recognized by the District Industry Centre of the concerned district, confirming the location within Punjab and its MSE status or the registered Start up under Department of Industries and Commerce, Government of Punjab.

The Copy of valid registration/Udyam Certificate verified by the General Manager, District Industries Centre of the concerned district, confirming the manufacturing unit's location within Punjab and its MSE status/registered Startup certificate with the Department of Industries and Commerce, Government of Punjab is enclosed.

Further, we accept that if we withdraw or modify bid during the period of validity, we will be suspended/blacklisted for a period of one year.

For, [Company Name]

[Authorized Signatory Name]

Designation: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Email: \_\_\_\_\_

Company Seal & Signature

## ANNEXURE J: FINANCIAL BIDS FORMAT

[To be submitted only on the eProcurement portal]

Name of Work: Supply of Dry Pre-mix Namkeen Dalia

<b>Name of the Bidder/ Bidding Firm / Company:</b>					
<b>PRICE SCHEDULE</b>					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
Sl. No.	Item Description	Unit	Rate to be quoted Per Kg as per Clause 10.11 (ii) of RFP (In INR.)	Effective Bid Rates (In figures)	Effective Bid Rates (In words)
1	2	3	4	5	6
1.01	<b>DRY PREMIX NAMKEEN DALIA (READY TO COOK)</b>	In KGs	<i>(Rate Per Kg to be quoted in INR.)</i>	---	INR ---- Only
2	<b>Note:</b> <ul style="list-style-type: none"> <li>The rates shall be quoted in Indian Currency</li> <li>The rates shall be quoted inclusive of all costs (except the commodity cost of the wheat), on an F.O.R (freight on road) basis, (excluding applicable GST), for delivery and unloading at the CDPO block level across Punjab</li> </ul>				
<b>Total in Figures</b>				---	INR --- Only
<b>Quoted Rate in Figures</b>		<b>INR --- Only</b>			

Editable cells

Note: Financial Bid shall be accepted through online mode (<https://eproc.punjab.gov.in>) only.

## ANNEXURE K: LETTER OF AUTHORIZATION

(On the letterhead of the Bidder)

Date: XX/XX/XXXX

To

Managing Director,  
The Punjab State Cooperative Supply and Marketing Federation Ltd.,  
MARKFED, Government of Punjab,  
Plot No.4, Dakhshin Marg, Sector-35-B,  
Chandigarh-160022.

Dear Ma'am/ Sir,

**Sub: Letter of Authorization**

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

Thanking you,

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

**Note:** Where the Bidder is a company, this Letter of Authorisation must be supported by a certified true copy of the Board resolution authorising the signatory and the bid. For other entity types, equivalent governing body or partner/proprietor authorisation, as applicable, must be enclosed in accordance with the Instructions to Bidders.

## ANNEXURE L: SELF-DECLARATION FOR BLACKLISTED/DEBARRED

(On non-judicial Rs 100/- Stamp Paper)

### SELF DECLARATION FOR BLACKLISTED/DEBARRED

I/We hereby declare that as of date, (Name of the Management) in the last three (3) Financial Years

1. Have not been declared willful defaulters by any bank/financial institution under RBI Guidelines.
2. Have not been classified as non-performing assets (NPA).
3. Are not undergoing insolvency proceedings under the Insolvency and Bankruptcy Code, 2016.
4. The Bidder has not been blacklisted or debarred by any “**Government Authority**” during the last three financial years (2022-23, 2023-24 & 2024-25).
5. The Bidder has not been convicted of any criminal offenses related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not has been otherwise disqualified pursuant to debarment proceedings.
6. 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.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

**ANNEXURE M: UNDERTAKING FOR SETTING UP MANUFACTURING FACILITY**

(On Letter Head)

**Undertaking for setting up manufacturing facility in case of Joint Venture (JV)/Consortium by Lead Member**

I, .....authorized signatory of ..... the Lead member of Joint Venture (JV)/Consortium hereby declare that it shall set up a manufacturing facility in Punjab with a minimum dedicated capacity of 30 MT per day of the Dry Pre Mix Namkeen Dalia (ready to cook) Within 3(three) months from the date of execution of the contract.

Further, it is assured that

- a. It Contribute capital, resources, and expertise as per the agreed shareholding and investment structure.
- b. Obtains all statutory approvals, licenses, and permits required for the establishment and operation of the manufacturing unit.
- c. Ensure compliance with all applicable laws, environmental regulations, and safety standards.

In case of failure to do so, MARKFED may initiate actions for termination of contract/blacklist as per contract terms.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Designation .....

Phone .....

**Company Seal & Signature**

## ANNEXURE N: CHECK LIST OF DOCUMENTS

[To be submitted only on the eProcurement portal]

S N	Eligibility Criteria	Documents required	Yes/no	Page No. of bid (if yes)
<b>1</b>	<b>Bidder Registration</b>			
1a	<p>A company registered under the Indian Companies Act, 2013 / 1956 <b>OR</b> A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 <b>OR</b> A partnership firm registered under the Indian Partnership Act, 1932 <b>OR</b> A sole proprietorship firm <b>OR</b> Registered Cooperative Society <b>OR</b> IN case of an MSEs / Startup, hold the requisite registration or proof of such status. <b>OR</b> Joint Venture/Consortium</p>	<p>Certificate of incorporation, Certified memorandum of association and articles of association, List of directors. <b>OR</b> Certified partnership deed, Certificate of registration issued by the competent authority. <b>OR</b> Certificate of incorporation issued by the competent authority. <b>OR</b> Duly signed self-declaration. <b>OR</b> Documents of registration as a cooperative society issued by the competent authority. <b>OR</b> MSEs and Startups must submit</p> <p>(i) Valid Udyam Registration Certificate verified by the General Manager, District Industries Centre (DIC) of the concerned district confirming the unit's location within Punjab and its MSE status or in the case of a Startup, proof of registration with the Department of Industries and Commerce, Government of Punjab.</p> <p style="text-align: center;"><b>Annexure- I OR</b></p> <p>Joint Venture/Consortium must submit</p> <p>a. Joint Bidding Agreement of JV/ Consortium</p> <p>b. Power of Attorney of JV/ Consortium</p>		

S N	Eligibility Criteria	Documents required	Yes/no	Page No. of bid (if yes)
2	<b>Financial Eligibility</b>			
2a	<p>(I) <b>Individual Bidder (except Joint Venture (JV)/Consortium):</b> - The Bidder must have an average annual turnover of minimum INR <b>20,00,00,000/- (Indian Rupees Twenty Crores Only)</b> 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 Products.</p> <p>(II) <b>In the case of a Joint Venture (JV)/ Consortium:</b> - The Lead member of JV/Consortium must have an average annual turnover of minimum INR <b>20,00,00,000/- (Indian Rupees Twenty Crores Only)</b> in the following three financial years as an entity as a whole:- (i) 2022-2023, (ii) 2023-2024, and (iii) 2024-2025, which turnover must be generated from Food Products.</p>	<p>A certificate from practicing Chartered Accountant (CA) has UDIN number issued by ICAI.</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) having UDIN number issued by ICAI specifically certifying the turnover generated from Food Products.</p>		
3	<b>Experience</b>			
3a	<p>(I) <b>Individual Bidder (except Joint Venture (JV)/Consortium) :-</b> The bidder must have an annual turnover of INR <b>6,00,00,000/- (Indian Rupees Six Crores Only)</b> in any of the last three financial years (2022-23, 2023-24, 2024-25) from Dry Premix Namkeen Dalia (Ready to Cook) /ready-to-cook/ ready-to-eat products from the respective/ concerned plant/unit with dedicated Automated</p>	<p>The Bidder shall submit a certificate from a practicing CA specifically certifying the turnover generated from Dry Premix Namkeen Dalia (Ready to Cook)/ready-to-cook/ready-to-eat products required relevant private and government work orders.</p> <p><b>The UDIN of practicing CA must be Verified.</b></p>		

S N	Eligibility Criteria	Documents required	Yes/no	Page No. of bid (if yes)
	<p>Machinery mentioned in the bid document.</p> <p><b><u>(II) In the case of a Joint Venture (JV)/Consortium:-</u></b></p> <p>Both the Lead Member and Technical Member individually must have a minimum of an annual turnover of <b>INR 3,00,00,000 (Indian Rupees Three Crores only)</b> in any of the last three financial years (2022-23, 2023-24, 2024-25) from Dry Premix Namkeen Dalia (Ready to Cook)/ready-to-cook/ready-to-eat products only from the respective/concerned plant/unit with dedicated Automated Machinery mentioned in the bid document.</p>			
<b>4</b>	<b>Manufacturing Facility and Operational Status</b>			
4a	<p>The Bidder shall be the primary manufacturer of the Product (s) /ready-to- cook/ ready-to-eat products and must be located in Punjab. 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>Proof of operational status including the latest electricity bill or other such utility bills may be produced as evidence of the address of the unit.</p> <p>Self-declaration form certifying that the Plant has been operational for the financial years 2023-2024, and 2024-2025.</p>		
<b>5</b>	<b>Production Capacity</b>			
5a	<p><b><u>Individual Bidder (except Joint Venture (JV)/Consortium):</u></b> The Bidder must possess a dedicated production capacity of at least <b>30 MT per day</b> of Dry Premix Namkeen Dalia (Ready to Cook) /ready-to-cook/ready-to-eat products only from</p>	<p>Documentary proof of production capacity must be submitted.</p> <p>An undertaking confirming that 30 MT Dry Premix Namkeen Dalia (Ready to Cook) per day capacity is dedicated to</p>		

S N	Eligibility Criteria	Documents required	Yes/no	Page No. of bid (if yes)
	<p>the respective/concerned plant/unit with dedicated Automated Machinery mentioned in the bid document.</p> <p><b>In case of a Joint Venture (JV)/ Consortium:</b> - The Lead Member and Technical member individually must possess a dedicated production capacity of at least 15 MT per day of Dry Premix Namkeen Dalia (Ready to Cook) /ready-to-cook/ready-to-eat products only from the respective/concerned plant/unit with dedicated Automated Machinery mentioned in the bid document.</p> <p>Out of the finally selected two Bidders, in case of an exigency where one Selected Bidder (in case of JV/Consortium) 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>	<p>MARKFED's requirement must be provided.</p> <p>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>		
<b>6</b>	<b>Regulatory and Compliance Requirements</b>			
6a	Have a valid GST registration	Goods and Services Tax (GST) Registration Certificate.		
6b	Have a Permanent Account Number (PAN)	PAN Card Copy.		
6c	Self-Declaration for Blacklisted and Debarred	Signed and Stamped Copy of Annexure- G Self Declaration		
6d	License under Factories Act/ Udyog Aadhaar / Udhyam	Copy of License/Registration certificate as specified.		

S N	Eligibility Criteria	Documents required	Yes/no	Page No. of bid (if yes)
	Registration Certificate issued by the Ministry of MSME duly verified by the General Manager, District Industries Centre of the concerned district, confirming the unit's location within Punjab and its MSE status.			
6e	Consent to Operate (CTO) from the respective state pollution control board	Copy of CTO from State Pollution Control Board.		
6f	The bidder should submit the GST annual return i.e. GSTR-9 for the F.Y 2022-23, 2023-24 and 2024-25.	Copy of GSTR-9 for the F.Y 2022-23, 2023-24 and 2024-25.		
6g	The bidder should submit proof of EMD submission	EMD RTGS details		
<b>7</b>	<b>Legal and Financial Document</b>			
7a	Declaration on blacklisting/debarred	As per <b>Annexure L</b>		
<b>8</b>	<b>Acceptance of Terms and Conditions</b>			
8a	The signatory signing the bid on behalf of Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the bid on their behalf.	Authorization letter, in the Format attached at <b>Annexure-K</b>		
8b	The Bidder have to submit his consent to say that he/ she accepts all terms and conditions, specifications, eligibility criteria, technical requirements, financial stipulations, and instructions contained in the RFP.	Signed Copy of the <b>Annexure-H</b>		
<b>9</b>	<b>Undertaking of setting up of manufacturing facility (applicable to joint venture (JV)/Consortium)</b>			
9a	In case of a Joint Venture (JV)/Consortium, the Bidder must submit an undertaking for the following:	<b>As per Annexure – M</b>		

S N	Eligibility Criteria	Documents required	Yes/no	Page No. of bid (if yes)
	The Bidder must submit an undertaking stating that the Lead Member shall set up a facility in Punjab with a minimum dedicated capacity of 30 MT per day of Dry Premix Namkeen Dalia (Ready to Cook) within 3 (three) months from the date of execution of the Contract.			

Declaration:

I hereby declare that I have submitted all the documents as required under the prescribed checklist, to the best of my knowledge and belief. In the event that any document submitted by me is found to be false, forged, fraudulent, or spurious, I shall be solely responsible for the same and shall be liable for appropriate action as per applicable in the RFP.

Authorized Signatory.....

Name .....

Designation .....

Phone .....

**Company Seal & Signature**