

Request for Proposal (RFP)
For
Procurement and Supply of Food Kits under Punjab Government Food Programme (PGFP) for Zone II

Zone II (Districts Fazilka, Muktsar, Faridkot, Bathinda, Moga, Mansa, Barnala, Ludhiana, Sangrur, Malerkotla, Patiala, Fatehgarh Sahib)

RFP Reference number: MFD/MKTG/2025-26/PGFP-II

RFP Issuing Date: 28/03/2026

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

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

TABLE OF CONTENTS

1. Notice Inviting e-Bids	1
2. Document Control Sheet	2
3. Disclaimer	4
4. Definitions	6
5. Overview	9
6. Scope of Work	10
7. General Terms & Conditions	18
8. Instructions to Bidders	21
9. Eligibility Criteria for Bidders	23
10. Bid Related Details and Evaluation	28
10. Disqualifications	33
11. Issue of Letter of Award (LOA)	33
12. Signing of Contract	33
13. Fraud and corrupt / malpractices	34
15. Standards of performance	34
16. Confidentiality	34
17. No Employee-Employer Relationship	35
18. Termination of Contract	35
19. Blacklisting	36
20. Arbitration	38
ANNEXURE A - PACKAGING SPECIFICATIONS	39
ANNEXURE B - SERVICE LEVEL AGREEMENTS	42
ANNEXURE C - BIDDER CATEGORY DECLARATION	44
ANNEXURE D - BIFURCATION OF ZONE WISE DISTRICTS IN MAP OF PUNJAB	45
ANNEXURE E - SELF-DECLARATION ON TECHNICAL CAPABILITY	46
ANNEXURE F - LETTER OF AUTHORIZATION	47
ANNEXURE G - SELF-DECLARATION FOR BLACKLISTED/DEBARRED	48
ANNEXURE H - EMD EXEMPTION FOR MSES AND STARTUPS	49
ANNEXURE I - ACCEPTANCE OF DISCOVERED PRICE	50
ANNEXURE J – DCP GODOWNS OF THE DEPARTMENT of Zone II	52
ANNEXURE K – CHECK LIST OF DOCUMENTS	55
ANNEXURE L – ACCEPTANCE OF RFP TERMS & CONDITIONS	58

1. NOTICE INVITING E-BIDS

MARKFED

RFP Reference Number: MFD/ MKTG /2025-26/PGFP-II

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 single-stage Bidding system for the procurement and supply of food kits under the Punjab Government Food Programme (PGFP) for Zone II.

This RFP pertains to Zone II (Districts Fazilka, Muktsar, Faridkot, Bathinda, Moga, Mansa, Barnala, Ludhiana, Sangrur, Malerkotla, Patiala, Fatehgarh Sahib).

The closing date and time to submit Bids on the State e-procurement portal, i.e., <https://eproc.punjab.gov.in> is **13-04-2026 at 12:00 Hrs.**

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

Any addendum / corrigendum / correction, if applicable, shall be uploaded on **MARKFED**'s website, i.e, www.markfedpunjab.com and on <https://eproc.punjab.gov.in> only. No other communication or advertisement will be given. The prospective Bidders are advised to regularly check the specified websites for any corrigendum/addendum/clarifications regarding this 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 https://eproc.punjab.gov.in through online mode only. Processing fee is to be borne by bidder.
3.	Earnest Money Deposit (EMD)**	<p>INR. 8,00,00,000/- (Indian Rupees Eight Crores Only). The EMD shall be paid through State e-Procurement portal https://eproc.punjab.gov.in</p> <p>Exemption only for MSEs and Startups registered in Punjab</p> <p>EMD is exempted in case of MSEs or Startups and must upload the declaration as per format given as Annexure H 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. The portal will display the EMD amount payable based on the Bidder's selection, and the Bidder must pay the amount shown.</p>
Schedule of RFP		
4.	Date of publishing the RFP	28-03-2026
5.	Starting date and time for the submission of Bids (“ Bid Submission Commencement ”)	28-03-2026
6.	Last date and time for the submission of bids (“ Bid Submission Deadline ”)	13-04-2026, 12:00 Hrs.
7.	Corrigendum & Addendum	<p>Any time before the final date of submission of bid.</p> <p>The prospective bidders are advised to regularly check the specified websites (https://eproc.punjab.gov.in OR www.markfedpunjab.com) for any corrigendum / addendums / clarifications regarding this RFP Document.</p>
8.	Technical Bid opening date and time	13-04-2026, 15:00 Hrs.
9.	Venue for Bid opening	Committee Hall, Ground Floor, MARKFED House, Plot No. 4, Sector 35-B, Chandigarh - 160022.

S.N.	Particular	Details
		The e-Bids shall be opened in the presence of the Bidders, who may wish to be present.
10.	Websites for downloading the RFP, corrigenda, addenda, etc.	These documents can be downloaded by the Bidders from: https://eproc.punjab.gov.in OR www.markfedpunjab.com
11.	Contact details	Name: Jaswinder Singh, Chief Manager Telephone Number: 0172-5138765 Email: marketing@markfedpunjab.com
12.	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 (MSEs) & 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
- 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 24 x 7 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 business days or reach through eproc@punjab.gov.in or 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 and <https://eproc.punjab.gov.in>) 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-Bid**”). 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 persons, 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, however, 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 Selected 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 Selected 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 like 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:

4.1 Definitions

- 4.1.1 “**Applicable Law**” means all laws, brought into force and effect by the government of India or government of Punjab, including any Quality Standards rules, regulations and notifications made thereunder, 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 “**Batch / Lot**” means a defined quantity of a Food Product produced, packed or stored under similar condition within a specific time frame and identified by a unique batch number or code.
- 4.1.3 “**Beneficiaries**” refers to individuals entitled to receive benefits under the Public Distribution System (PDS) and special food programs like ‘Punjab Government Food Program’.
- 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 Clause 3 of this RFP. –
- 4.1.7 “**Bidder(s)**” means any entity eligible to participate in the bid as specified in – Clause 9.1 of this RFP.
- 4.1.8 “**Contract**” means an agreement to be executed between **MARKFED** and the Selected Bidder pursuant to this RFP, for the procurement and supply of Food Kits (“**Product**”) in accordance with the specifications mentioned in the RFP, for the implementation of the Project. The Product shall be served across beneficiaries covered under the Department of Food, Civil Supplies and Consumer Affairs, Punjab.
- 4.1.9 “**Delivery Location**” shall mean the Godowns or other delivery locations details in **Annexure J** of this RFP, as may be amended in accordance with Clause 6.1.1 (IV) of the RFP.
- 4.1.10 “**Contract Period**” shall have the meaning as in Clause 7.1 of this RFP.
- 4.1.11 “**Contract Price**” shall mean, for the Contract as a whole, the total consideration payable by **MARKFED** to the Selected Bidder for the supply of the Food Kits and performance of all obligations under the RFP and the Contract, computed as the accepted per Food Kit rate specified in the Letter of Award (and arrived at pursuant to the Tender Process) multiplied by the number of Food Kits actually delivered to and accepted at the Delivery Locations, aggregated across all deliveries and Zone during the Contract Period.
- 4.1.12 “**Department**” means the Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab.
- 4.1.13 “**Earnest Money Deposit**” or “**EMD**” shall have the meaning as prescribed to it in paragraph 10.4(i) of this RFP.
- 4.1.14 “**Food Kits**” shall, for the purposes of this document, mean a food kit consisting of the following items: (i) 2 Kg Chana Dal (packed in 2 x 1 Kg packet); (ii) 2 Kg Sugar (Refined) (packed in 2 x1 Kg); (iii) Iodised Salt (1 Kilogram); (iv) Haldi Powder (200 grams); and (v) 1 Liter Mustard Oil (packed in 2 × 500 ml bottles).
- 4.1.15 “**Food Products**” means any processed, semi-processed or unprocessed substance intended for

human consumption, including ingredients, raw materials, additives, and packaged commodities covered under the Food Safety and Standards Act, 2006.

- 4.1.16 **“Eligibility Criteria”** shall have the meaning as prescribed to it in Clause 9.4 of this RF
- 4.1.17 **“Force Majeure”** shall have the meaning as prescribed to it in paragraph 7.5 (ii) of this RFP
- 4.1.18 **“FSSAI” shall mean the Food Safety and Standards Authority of India.**
- 4.1.19 **“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.
- 4.1.20 **“Importer”** means a person or entity that imports Food Products into India for sale, distribution, storage or commercial use. Such persons must hold an FSSAI Importer License and comply with all import regulations.
- 4.1.21 **“Items”** shall mean the items comprised in the Food Kit, i.e., (i) 2 Kg Chana dal (packed in 2 x 1 Kg packet); (ii) 2 Kg Sugar (Refined) (packed in 2 x1 Kg); (iii) Iodised Salt (1 Kilogram); (iv) Haldi Powder (200 grams); and (v) 1 Liter Mustard oil (packed in 2 x 500 ml bottles).
- 4.1.22 **“LOA”** shall have the meaning as prescribed to it in Clause 12 of this RFP.
- 4.1.23 **“Manufacture”** shall have the meaning ascribed to it under the Food Safety and Standards Act, 2006. For convenience, under Section 3(1) (c) of the Act, “manufacture” is defined, as of the RFP publication date, as:
“a process or adoption or any treatment for conversion of ingredients into an article of food, which includes any sub-process, incidental or ancillary to the manufacture of an article of food.”
- “Manufacturer”** shall have the meaning ascribed to it under the Food Safety and Standards Act, 2006. For convenience, under Section 3(1) (d) of the Act, “manufacturer” is defined, as of the RFP publication date, as:
“a person engaged in the business of manufacturing any article of food for sale and includes any person who obtains such article from another person and packs and labels it for sale or only labels it for such purposes.”
- 4.1.24 **“MARKFED”** means the Punjab State Co-operative Supply and Marketing Federation Limited. Which is acting as a **“Purchaser”** and **“Procuring entity”**
- 4.1.25 **“Master Bag”** or **“Outer Bag”** means an HDPE milky-white inner-laminated woven bag with a capacity of manage 5 food kits , used to transport packed Food Kits to the Delivery Locations.
- 4.1.26 **“Packaging Specification”** shall have the meaning as prescribed to it in paragraph 6.1.1(ii) of this RFP.
- 4.1.27 **“Packer”** means any person, firm or entity engaged in packing, repacking, or re-packing food products into containers, bags, pouches or any other packaging for the purpose of sale or distribution. The Packer must comply with all packaging and labelling requirements prescribed under Applicable Law, including specifically under any regulations issued by the FSSAI.
- 4.1.28 **“Project Steering Committee”** shall have the meaning as prescribed to it in paragraph 7.6 (i) of this RFP.
- 4.1.29 **“Project”** shall have the meaning as prescribed to it in paragraph 5.5 of this RFP.
- 4.1.30 **“Purchase Orders”** shall have the meaning as prescribed to it in paragraph 6.2 (ii) (a) of this RFP.
- 4.1.31 **“Qualified Bidders”** shall have the meaning as prescribed to it in paragraph 10.10 of this RFP.

- 4.1.32 “**Quality Standards**” means all mandatory requirements prescribed under the Food Safety and Standards Act, 2006, Bureau of Indian Standards (BIS), and any other relevant guidelines applicable to the food products under this RFP.
- 4.1.33 “**RFP**” means this Request for Proposal, including all appendices, schedules, and exhibits attached hereto, 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, in each case, where each of such amendments, corrections, clarifications, corrigenda, addenda and / or supplemental instructions are issued in writing by the Tendering Authority.
- 4.1.34 “**Scheme**” shall have the meaning prescribed to it in Clause 5.3 of this RFP.
- 4.1.35 “**Secondary Bag**” shall mean the bag to be used for packaging of Items described in 6.1.1 (iii)
- 4.1.36 “**Security Deposit**” shall have the meaning as prescribed in paragraph 10.4 (iii) of this RFP.
- 4.1.37 “**Selected Bidder**” shall have the meaning as prescribed in paragraph 6.1 of this RFP.
- 4.1.38 “**Supplier**” means any person, entity or firm responsible for providing, supplying or delivering food kits, raw materials, packaged Food Products, or related goods to the Tendering Authority, whether as a manufacturer, distributor, wholesaler, or trader. The Supplier must ensure compliance with all applicable quality, safety and regulatory standards.
- 4.1.39 “**Technical Bid**” shall have the meaning as prescribed to it in Clause 10.8 (i) of this RFP.
- 4.1.40 “**Tender Process**” shall have the meaning as prescribed to it in Clause 6.1 of this RFP.
- 4.1.41 “**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 the RFP on www.markfedpunjab.com and <https://eproc.punjab.gov.in>).
- 4.1.42 “**Food Kits**” shall for the purposes of this document means a Food Kit consisting of items i.e. 2 Kg Chana Dal (packed in 2 x 1 Kg packet), Sugar (Refined) (packed in 2 x 1 Kg packet), Iodized Salt (1 Kg), Haldi Powder (200 gm) and 1 Liter Mustard Oil (packed in 2 × 500 ml bottles).
- 4.1.43 “**Trader**” means any person, firm or entity engaged in the purchase, sale, supply, stocking, or dealing in Food Products without undertaking any manufacturing or processing activities. The term includes wholesalers, retailers, dealers, and other intermediaries involved in the commercial trading of food. All traders shall be considered Food Business Operators (FBOs) under the Food Safety and Standards Act, 2006.
- 4.1.44 “**Zone II**” shall have the meaning as prescribed in 6.1.1. (IV) of the RFP.

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 Department of Food, Civil Supplies and Consumer Affairs, Punjab (the “**Department**”) is entrusted with the responsibility of ensuring food security, maintaining buffer stocks, distribution of food grains, and implementation of various welfare schemes of the state government. The Department coordinates procurement of wheat and paddy and ensures timely supply of essential commodities to beneficiaries under the Public Distribution System and special food programmes like the 'Punjab Government Food Programme'.
- 5.3 The present tender pertains to procurement and primary packing of the edible products/ Items comprised in Food Kits. Packaged within a secondary bag and thereafter in outer bag/ Master bag, storage and delivery of Food Kits under the scheme titled “Punjab Government Food Programme” initiated by the Department. The program aims to promote inclusive growth amongst all eligible beneficiaries across the state by strengthening food nutrition and thereby progressing towards a more equitable society.
- 5.4 In order to further the aim of the schemes, **MARKFED** is issuing this RFP for the procurement and supply of Food Kits, meeting the Specifications detailed herein, 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 draft of the Contract will be shared with the Selected Bidders at the time of issuance of LOA. The Food Kits shall be served across NFSA beneficiaries, i.e., Priority Household (PHH) families and Antyodya Anna Yojana (AAY) ration card holders (collectively, the “**Beneficiaries**”) under the Department of Food, Civil Supplies and Consumer Affairs, Punjab (“**Department**”).
- 5.5 The Manufacturing/packaging and delivery of the Food Kits, 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 scope of work set out in this Clause 6.

6.1.1 **The Selected Bidder shall be required to undertake the following:**

- i) The procurement of each of the Items to be included in each Food Kit. Each of the Items to be included in the Food Kits shall meet the product specifications in compliance to the latest directions of FSSAI standards. In the event of any revision, amendment, or update to the FSSAI norms pertaining to any of the items listed in the RFP, the Selected Bidder shall be responsible for ensuring full compliance with such updated standards at no additional cost to the **MARKFED**.
- ii) The packaging material (primary, secondary and Outer/Master bag) for the – Food Kits shall be arranged by the Selected Bidder at its own cost and effort **MARKFED** shall supply the design to be printed on the packaging in **CDR/JPEG** format as per the specifications of **MARKFED**. Furthermore, the packaging material (primary, secondary and Outer) shall be as per the specifications detailed in *Annexure A*;
- iii) The Items shall be packed separately in primary packaging and then placed in a secondary bag as required by **MARKFED**. The secondary bags shall be packed into an Outer/Master Bag, each Master Bag will be containing 5 (five) Food Kits. The design of the primary packaging, secondary bags and Master Bags shall be provided by **MARKFED** to the selected bidder.
- iv) The delivery of the Food Kits to Delivery Locations in **Zone II i.e. Districts Fazilka, Muktsar, Faridkot, Bathinda, Moga, Mansa, Barnala, Ludhiana, Sangrur, Malerkotla, Patiala, Fatehgarh Sahib** - shall be undertaken by the Selected Bidder. The Delivery Locations have been detailed in *Annexure J* and they may be amended by the **MARKFED** from time to time, on the basis of the requirements of the Department.
- v) The Selected Bidders for Zone II shall be responsible for designing, developing, implementing, and maintaining a comprehensive digital dashboard for the real-time monitoring of the delivery and distribution of Food Kits to the Delivery Locations under this Project, and the overall management of the Project. The dashboard shall provide access to authorized users of **MARKFED** and the Department for monitoring daily operations. **MARKFED** shall communicate to the Selected Bidders the required functionalities, data fields, analytical features and reporting formats for the dashboard.

6.1.2 **Source Transparency and Traceability Requirements**

- i) The Selected Bidder shall, at all times and its own cost, ensure end-to-end source transparency and traceability, from each source Manufacturer to each Delivery Location, and shall:
- ii) Maintain complete accurate and contemporaneous procurement and supply chain records for each Batch, including purchase invoices, transport documents (such as e-way bills, lorry receipts / good receipts, weighment slips, gate passes, receiving

- acknowledgements), analysis / test reports and FSSAI compliance certificates from source)
- iii) ensure that all source Manufacturers holds a valid appropriate FSSAI-licensed and is compliant and Applicable Law. Current copies of such licenses and scope details shall be kept on file and made available on request
 - iv) Assign a unique Batch ID to each Batch in accordance with this RFP and ensure that the Batch ID, the name and address of the source Manufacturer, the FSSAI license number, the manufacturing/packing date and other particulars required under Applicable Law, are affixed on each primary pack and on the secondary packaging. The Selected Bidder shall maintain a clear mapping between the Batch ID(s) and the source Manufacturer's lot / batch numbers.
 - v) Furnish the details of the source Manufacturer for each Batch supplied, including the Manufacturer's name, address, FSSAI license number and validity, Manufacturing site address, and the corresponding certificate(s) of analysis / test reports, with each pre-dispatch intimation and at the time of invoicing, and in any event, within one business day of any request by MARKFED or the Department
 - vi) Maintain an electronic traceability register integrated with the digital dashboard under Clause 6.1.1.(v), capturing, for each Batch and shipment, the dispatch date and time, vehicle number, transporter details, e-way bill number, driver contact, loading and unloading timestamps, Delivery Location, quantity, and the receiving acknowledgement issued by the godown in-charge. Such data shall be made available to MARKFED and the Department in real time or promptly on request;
 - vii) Place upon all Manufacturers, Suppliers, Packers, labelers, distributors and transporters engaged by the Selected Bidder, obligations no less stringent than those contained in this Clause 6.1.2(v) of the RFP and any corresponding provisions in the Contract.
 - viii) Where the Selected Bidder manufactures any Item, it shall maintain batch-wise production and quality-control records, including raw-material inward registers, process-control sheets, in-process and finished-goods testing results, and retain samples in accordance with Applicable Law and good industry practice, and shall produce the same to MARKFED or the Department on request.
 - ix) Where the Selected Bidder sources any item through trading, it shall, in addition to the obligations placed upon a Selected Bidder that is manufacturing any Item as detailed in this Clause 6.1.2(viii) above, obtain and keep on file for every Batch supplied: current copies of the source Manufacturer's FSSAI license and scope; and certificates of analysis/test reports issued by an NABL accredited or Government laboratory evidencing compliance with the Specifications contained in the RFP.
 - x) The Selected Bidder shall be solely and exclusively responsible for the quality, specifications, and compliance of all Items and Food Kits supplied pursuant to the Tender Process and the Contract.
 - xi) The Selected Bidder shall be solely permit, facilitate and cooperate with MARKFED and the Department where MARKFED and / or the Department wish to audit relevant records and to inspect source manufacturing sites, warehouses and transport records on reasonable notice, and on immediate notice in the event of a suspected safety or quality incident.

6.1.3 Product Specification, Lot/Batch sampling and Testing –

6.1.3.1 Product Specification –

The Bidder shall ensure that all food kits strictly comply with the food safety specifications. Each kit must be prepared using food-grade raw materials, free from adulteration, and in full compliance with the Food Safety and Standards Authority of India (FSSAI) regulations as well as the Legal Metrology (Packaged Commodities) Rules, 2011. Packaging shall be tamper-proof, moisture-resistant, and suitable for safe transportation and storage. Each unit must clearly display the product name, net weight, nutritional information, manufacturing date, expiry date, storage instructions, and allergen declarations.

6.1.3.2 Testing and Quality Assurance-

The Bidder shall furnish Test Report issued by NABL accredited / Govt. approved laboratories for each batch supplied, certifying compliance with Physical, microbiological, chemical, Heavy metal and Pesticide residual contamination test under applicable food safety and standard regulations. The MARKFED reserves the right to conduct independent testing of any consignment through government approved laboratories. Should any lot fail to meet the required standards, the **MARKFED** shall reject the consignment, and the Supplier shall be liable for replacement at their own cost, in addition to penalties as specified under the contract.

- All mandatory requirements prescribed under the Food Safety and Standards Act, 2006, The Legal Metrology (Packaged Commodities) Rules, 2011, Bureau of Indian Standards (BIS), and any other relevant guidelines applicable for food products.
- Ensure testing of relevant physical, chemical, microbiological and residual contaminants in food products in accordance with the Food Safety and Standards Act, 2006. Such testing shall be conducted as frequently as required, based on historical data and risk assessment, to guarantee the production and dispatch of safe food. Testing must be carried out by NABL-accredited / Govt. approved laboratories prior to dispatch.

6.1.4 Manner of Selection of Sample Packages

6.1.4.1 Sampling Procedure-

- (i) The Bidder shall conduct Third party sampling and quality checks prior to dispatching any consignment. Such sampling shall be carried out in accordance with the Food Safety and Standards Authority of India (FSSAI) guidelines and documented in the Bidder's quality assurance records. Test reports from NABL accredited/ Govt. approved laboratories shall be furnished for each batch, certifying compliance with product batch number, Food kit ID, sampling location, lot quantity and sample condition. These records shall be made available to MARKFED upon request for verification.

- (ii) **MARKFED** reserves the right to draw independent samples from each consignment upon receipt at Godown / warehouse or at delivery locations. Sampling shall be conducted randomly in the presence of the Bidder's authorized representative, and each sample shall be sealed, labeled, and documented with signatures of both parties. Triplicate samples shall be drawn; one sample shall be forwarded to government-approved or NABL accredited laboratories for testing and one (1) sample each of the same shall be retained by MARKFED and the Selected Bidder for dispute resolution. Acceptance or rejection of the lot shall be based on the test results obtained. In the event of non-compliance action shall be taken as per clause 7.4 of the RFP.

The same size of a lot is as below:

Lot Size (As per BIS IS 2500)	Sample Size
Maximum 25000	1 Food Kit (comprising of all food items)

For Example, if a zone is required to supply approximately 20,00,000 food kits (about 10,00,000 kits from each buffer godown), the bidder shall submit pre-dispatch test reports from an NABL-accredited or Government-approved laboratory for a minimum 40 samples per warehouse per quarter.

6.1.4.2 **Batch Numbering System**

Every consignment delivered under this contract shall bear a distinct batch or lot number, printed legibly on both primary and secondary packaging. The batch numbering system shall be designed to ensure complete traceability of each consignment from production to delivery.

- The Bidder shall adopt a standardized batch numbering format that incorporates, at a minimum, the following elements:
- Primary Packing** - Batch number- Batch Numbering consists of following details-

Batch No.	<i>XYTB53</i>
<i>XY</i>	<i>Vendor code</i>
TB	PRODUCT NAME
53	DATE OF PACKING (Julian Date)

- Secondary Packing** – Tracking through Barcode (EAN-13, EAN-8)

Or

Batch No.	<i>ABXY0153</i>
<i>AB</i>	<i>Kit code</i>
XY	<i>Vendor code</i>

01	<i>Godown Code</i>
53	<i>Date of Dispatch (Julian Date)</i>

The Bidder shall maintain complete production records linking each batch/lot number to the date of packing, product name, vendor name, raw material sources, and quality control checks. These records must be made available to MARKFED upon request for verification.

The Bidder shall also maintain a recall mechanism enabling immediate identification and withdrawal of any lot found to be non-compliant. The recall procedure shall be documented and shared with MARKFED, ensuring that any affected batch can be traced and removed from circulation within 48 hours of notification.

6.2 Manufacturing/Packaging, Testing, Storage and Delivery of the Packaged Food Kits

- (i) The Selected Bidder shall be required to provide - approximately 20,00,000 (Twenty Lakhs) Food Kits per quarter, subject to a 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 factors including, without limitation, the indent placed by the Department.
- (ii) **Delivery Terms**
 - a) **MARKFED** shall, from time to time, issue purchase order (“**Purchase Orders**”) to the Selected Bidder specifying the required quantities of Food Kits, based on the Department’s quarterly indents or other requirements notified by **MARKFED**. The Purchase Order shall specify, inter alia: (i) the Delivery Location(s) in Zone II (as may be applicable); (ii) the number of Food Kits to be delivered at each Delivery Location; and (iii) the timelines for the delivery of the food kits to each Delivery Location. The deliveries under the scheme shall be commenced with effect from May 01, 2026. Provided, the first delivery under a Purchase Order shall be required to be made by the Selected Bidder not later than 30 (Thirty) days from the date on which the Purchase Order is issued. However, for each Purchase Order subsequent to the first. The deliveries shall be required to be made by the Selected Bidder not later than 15(Fifteen) days from the date on which the Purchase Order is issued. Notwithstanding anything else contained herein, the total number of Food Kits as per Purchase Order is to be delivered, and the last of the deliveries is to occur, not later than the date falling 70 (Seventy) days after the issuance of the Purchase Order.
 - (a) For the purposes of the Project, within Fifteen (15) days from the date of issuance of the LOA, the Selected Bidder shall, at its own cost, arrange, commission and make operational a minimum of two buffer godowns/warehouses in Zone II. Each such godown/warehouse shall be located within the Zone and shall have a minimum net usable storage capacity of 2,000 (two thousand) metric tonnes. The Selected Bidder shall maintain, throughout the term of the Contract, the required number and capacity

of buffer godowns/warehouses in Zone and shall not relocate, substitute or reduce capacity without MARKFED's prior written approval.

- (b) The Successful Bidder shall ensure that all godowns/warehouses used for storage of food commodities are maintained in hygienic, sanitary, and scientifically controlled conditions at all times. The warehouse shall:
 - (i) Be neat, clean, dry, well-ventilated, and free from moisture, seepage, rodents, insects, birds, and any other source of contamination.
 - (ii) Maintain proper stacking on pallets/platforms to avoid direct contact with floor and walls.
 - (iii) Follow FIFO (First-In-First-Out) inventory principles.
 - (iv) Maintain pest control records and warehouse sanitation logs.
 - (v) The Bidder shall be solely responsible for preservation of quality, weight, and safety of stored commodities. Any deterioration in quality, infestation, contamination, or damage due to improper storage shall be entirely at the risk and cost of the Bidder, and such stock shall be liable for rejection and replacement without additional cost to the **MARKFED**.
- (c) In the event of a delay in the supply of Food Kits to the Delivery Locations - as per the schedule communicated by **MARKFED** as detailed in Clause 6.2 (ii), the Selected Bidder shall be liable to pay to **MARKFED** liquidated damages for such delay as per SLA **Annexure B** per instance of delay in delivery of Food Kits –
- (d) In the event the maximum liquidated damages payable as per **Annexure B** 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, for all or any undelivered quantities, items of the same or substantially similar description from any alternative source, at the risk and cost of the Selected Bidder; and in such event any excess of the purchase price and all reasonable incidental costs and expenses incurred by **MARKFED** (including freight, insurance, taxes, inspection, handling, storage and administrative charges) over the Contract Price for the corresponding quantities shall be recoverable from the Selected Bidder as a debt and may be set off against any sums otherwise payable to the Selected Bidder or appropriated from the Security Deposit, without prejudice to any other rights or remedies of **MARKFED**. The Selected Bidder shall have no claim to any saving if **MARKFED** procures at a lower price. A certificate issued by **MARKFED** as to the quantum of such excess and expenses shall, save for manifest error, be final and binding.
- (e) The Selected Bidder shall deliver the Food Kits to the designated Delivery Locations in accordance with the schedule specified by MARKFED along with the relevant Purchase Order(s). Upon delivery, the Bidder shall obtain a duly signed acknowledgement/receipt from the concerned Department Godown In-charge(s) as proof of delivery, clearly indicating the quantity of Food Kits received.

The Department shall ensure that acknowledgement of receipt(s) is issued promptly and shall not be unreasonably withheld.

For the avoidance of doubt, the cost of unloading the Food Kits at the designated godowns shall be borne exclusively by the Department.

(iii) **Storage and Warehouse Controls**

- (a) The Selected Bidder shall ensure that all buffer godowns/warehouses used for storage of food commodities are maintained in hygienic, sanitary and scientifically controlled conditions at all times. The facilities shall be clean, dry, well-ventilated and free from moisture, seepage, rodents, insects, birds and any other source of contamination. Commodities shall be stacked on pallets or platforms so that no commodity is in direct contact with floors or walls, and inventory shall be managed on a first-in, first-out (FIFO) basis. The Selected Bidder shall implement a documented pest-control and sanitation Programme and shall maintain contemporaneous records and warehouse sanitation logs, which shall be produced to **MARKFED** or the Department on request.
- (b) The Selected Bidder shall be solely responsible for the preservation of quality, weight and safety of commodities while in its custody. Any deterioration in quality, infestation, contamination or damage arising from or attributable to improper storage shall be entirely at the Selected Bidder's risk and cost. Such stock shall be liable to rejection, and the Selected Bidder shall replace the affected quantities without additional cost to **MARKFED** or the Department, without prejudice to **MARKFED**'s rights and remedies under Clause 7.4 and **Annexure B**.
- (c) All the Items in the Food Kits and the packaging in which it is provided, shall conform to the specifications mentioned in the RFP.
- (d) Each of the Items delivered in Food Kits shall have a minimum expiry date which shall be not less than 6 (six) months from the date of delivery of such Food Kits at the Delivery Locations.

(iv) **Sample /Testing Requirements:**

- (a) For every Batch of each Item, and prior to dispatch of such Batch to any Delivery Location, the Selected Bidder shall obtain and provide to **MARKFED** test analysis reports issued by a laboratory accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) or by a Government Authority-approved laboratory, evidencing conformity with the specifications mentioned in this RFP and / or the Contract, and Applicable Law. Each report shall reference the Batch ID, the source Manufacturer's name and address, lot/batch number, FSSAI license number, the manufacturing/packing date, and the date of sampling.
- (b) Without prejudice to Clause 6.2(iv) (a), **MARKFED** and/or the Department may draw samples from every Batch at buffer godown/warehouse, or at the Delivery Locations in Zone. The Selected Bidder shall cooperate fully and provide access, manpower, weighing and packing materials as reasonably required. Samples shall be drawn in triplicate, sealed and coded; one set shall be sent to the designated laboratory for

testing, one set retained by MARKFED/the Department, and one set provided to the Selected Bidder.

- (c) In addition to item-level testing, MARKFED and/or the Department may sample assembled Food Kits from each relevant production lot/Batch to verify assortment, net quantity and weight of each Item comprising the Food Kit, integrity of primary and secondary packaging and sealing, labelling (including compliance with Applicable Laws, which, without limitation, shall include the Legal Metrology (Packaged Commodities) Rules, 2011 and the Food Safety and Standards Act, 2006, as applicable), shelf-life declarations, and overall conformity with the specifications mentioned in the RFP and / or the Contract and packing instructions. Such kit-level samples may be examined visually and physically on site and, where required, sent to a laboratory for confirmatory testing.
- (d) If any sample of any Item in any Batch is found non-compliant with the required standards, the corresponding assembled Food Kits in which that Item Batch has been used shall be liable to rejection, and the Selected Bidder shall, at its sole cost and risk, replace the affected quantities and take such corrective and preventive actions as directed by MARKFED. Penalties and other remedies shall apply as specified in **Annexure B** and elsewhere in the Contract. Acceptance of any lab report or release of any lot shall not limit MARKFED's or the Department's right to conduct further sampling and testing at any time, and their determinations shall, save for manifest error, be final and binding.
- (e) All expenses related to inspection, sampling and testing (including pre-dispatch, and post-delivery sampling) shall be borne solely by the Selected Bidder.
- (f) The Selected Bidder shall ensure timely coordination so that laboratory reports under sub-clause (a) are available prior to dispatch and, where re-sampling is directed under sub-clause (b) or (c), shall facilitate prompt sampling and testing. Delays in obtaining reports shall not excuse or extend delivery obligations unless expressly permitted in writing by MARKFED.
- (v) The Selected Bidder shall maintain a documented product recall and traceability procedure. Upon written direction from MARKFED, the Selected Bidder shall, at its sole cost and risk, quarantine and/or recall affected Batches within forty-eight hours and submit a corrective and preventive action report within seven days, together with status updates as reasonably required.
- (vi) Regardless of whether or not the Selected Bidder sources Items or any other materials or goods from third parties, the Selected Bidder shall be solely and exclusively responsible for the quality and compliance (with the specifications mentioned in the RFP and /or the Contract) of all Items supplied pursuant to the Tender Process and the Contract. No sourcing arrangement or third-party involvement shall limit, dilute or otherwise limit such responsibility.

7 GENERAL TERMS & CONDITIONS

7.1 *Term of the Contract*

The term of the Contract shall be for a period of 12 (Twelve) months the (“**Contract Period**”).

7.2 *Tax Invoice Requirement:* The Bidder shall issue tax invoices for GST and other applicable taxes upon the supply of goods.

7.3 *Payment Terms*

- (i) MARKFED shall process payment to the Selected Bidder within 15 (Fifteen) days from the date of receipt of the relevant invoices issued by the Selected Bidder, which invoices shall be issued in accordance with Clause 7.3 (ii) below. - Payment shall be released after adjusting any penalties as per SLA **Annexure - B**.
- (ii) The Selected Bidder shall submit invoices to the General Manager, Vanaspati & Allied Industries (“**MVAI**”), Khanna for Zone II on a ‘*bill to ship to basis*’, i.e., bill to MVAI, Khanna or the Manager, MARKFED, and ship to the Delivery Locations. For each Purchase Order, the Selected Bidder may submit the first invoice only after successful delivery, at the Delivery Locations specified in that Purchase Order, of at least twenty-five per cent (25%) of the total number of Food Kits due under that Purchase Order, evidenced by receipt and acknowledgement from the concerned Department godown in-charge(s). Subsequent invoices for that Purchase Order shall be raised on the same proportional basis upon delivery and acknowledgement of each further lot equivalent to twenty-five per cent (25%) of the total quantity under that Purchase Order, or, in the final tranche, the remaining balance. Each invoice must be accompanied by delivery challans, acknowledgement receipts and any other supporting documents specified in this RFP; invoices not supported with the required documents may be rejected.
- (iii) 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 (at MARKFED’s sole discretion).
- (iv) The Contract Price (as defined in this RFP) constitutes the total consideration payable by MARKFED to the Selected Bidder for the supply of the Food Kits and the performance of all obligations under this RFP and the Contract. No additional amounts, charges or surcharges shall be payable by MARKFED beyond the Contract Price, save for Goods and Services Tax (if applicable) and only where expressly provided herein. The Contract Price remains subject to all deductions, set-off and recoveries permitted under this RFP and the Contract.

7.4 *Consequences of Quality Complaints*

- (i) If the Food Kits (or any Items contained therein) delivered is found to not meet the Specifications, or if a quality complaint arises from any of the recipients of the Food Kits, the Godown In-charges, the Beneficiaries or other such complaints arise from the field, the Selected Bidder shall replace the defective batch / lot 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 B**. The Selected Bidder, whether operating as a Manufacturer or Trader. The Manufacturer or Trader shall bear complete and sole liability for any quality deficiency, non-compliance, or adulteration in the supplied items. No claim of sourcing from third-party manufacturers shall absolve the Selected Bidder of this responsibility.

- (ii) A failure to replace the stock of the Food Kits 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 B**, 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 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 B**. In case of failure to replace the Food Kits within ten (10) days, MARKFED shall entitle to terminate the Contract and recover damages as per **Annexure B**, 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.
- (v) If substandard stock rejected by MARKFED on quality parameters is found to have been recirculated in Delivery Location, MARKFED shall blacklist the Selected Bidder and cause the entirety of the Security Deposit to be forfeited. 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.

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 bidder may proceed as per the clause no. 20 (i.e. Arbitration clause) of the RFP.

7.7 *Sole Responsibility of the Selected Bidder*

- (i) The Selected Bidder shall be solely and exclusively responsible for the due and proper performance of all obligations arising under this Tender and any resulting Contract for the supply of Food Kits, including procurement, packaging, storage, transportation, quality assurance, and timely delivery to the Delivery Locations. No contractual, quasi-contractual, or other legal relationship of any kind shall arise or be deemed to exist between **MARKFED** and any Agent. All arrangements between the Selected Bidder and any Agent shall remain the private concern of the Selected Bidder, and no Agent shall acquire any right, claim, demand, or cause of action against **MARKFED**.
- (ii) In the event that any Agent fails to perform or inadequately performs any part of the supply or related services, or otherwise causes any delay, deficiency, defect, or non-compliance, the Selected Bidder shall remain fully liable to **MARKFED** as if the default had been committed by the Selected Bidder directly, and **MARKFED** shall be entitled to exercise all remedies available under the Contract without being required to first proceed against or exhaust any remedy against the Agent. The Selected Bidder shall ensure that all Agents comply with applicable laws, rules, regulations, and standards, including without limitation the Food Safety and Standards Act, 2006, the Punjab Transparency in Public Procurement Act, 2019, and all rules, regulations, and directions issued thereunder.

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.
- 8.4 Once the Bid Submission Deadline occurs, the Bidders shall not be permitted to submit their e-Bid. The Bidders hereby agree that they are solely responsible for any delays in submission of the e-Bid.
- 8.5 The Bidders shall be required to follow the instructions as per the “*Manual kit section*” on the website <https://eproc.punjab.gov.in> while submitting their respective e-Bids.
- 8.6 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.
- 8.7 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.
- 8.8 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 choosing to undertake such activities too close to the Bid Submission Deadline.
- 8.9 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.

- 8.10 After clicking the '*pay online*' option, the Bidder shall be redirected to the EMD payment page. The Bidder shall read the instructions before proceeding to pay the EMD online payment after availing the exemptions, if any. 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 schedules/packets given in the Bid details.
- 8.11 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 document label in the technical schedule/packet and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for document label of technical schedule can be clubbed together to make single file.
- 8.12 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.
- 8.13 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.
- 8.14 For any portal related technical queries, prospective bidders can call the 24 x 7 central helpdesk numbers i.e. 0120-4200462, 4001002, 4001005 and 6277787 or at local helpdesk numbers 0172-2970263, 2970284 from 9:00 AM to 5:00 PM on all government working days or reach through eproc@punjab.gov.in or supporteproc@nic.in

9 ELIGIBILITY CRITERIA FOR BIDDERS

9.1 Each bidder shall only be a single business entity (“**Bidder**”). No consortium shall be allowed to submit a Bid. The term “single business entity” shall, for the purposes of this RFP, 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.

9.2 Bidder Category Classification

For the purposes of this RFP, Bidders may participate in any of the following capacities:

a. As a Manufacturer: As per definition mentioned in the Clause 4.1.23 of the RFP

b. As a Trader: As per definition mentioned in the Clause 4.1.43 of the RFP

Both Manufacturers and Traders are eligible to participate in this Tender Process

At the time of submission of the Bid, Bidders shall provide a declaration as to the category they fall under, along with supporting documents, as listed in the table below, as evidence of such categorization (“**Bidder Category Declaration**”). The Bidder Category Declaration shall be provided in the format set out in **Annexure C**.

Sr. No.	Category	Eligibility	Supporting Documents
1	Bidder Category Declaration	<p>The Bidder must clearly declare their category of participation:</p> <p>a) If bidding as a Manufacturer:</p> <p>Submit valid FSSAI Manufacturing License, as Manufacturer definition mentioned in the Clause 4.1.23 of the RFP</p> <p>b) If bidding as a Trader:</p> <p>Submit valid FSSAI Trading License as Trader definition mentioned in the Clause 4.1.43 of the RFP</p>	<p>- For Manufacturers:</p> <p>Valid FSSAI Manufacturing License</p> <p>- Factory/ facility ownership deed or lease agreement (minimum 6 months validity from bid submission)</p> <p>- For Traders:</p> <p>- Valid FSSAI Trading License</p>

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

- (i) For Companies:
 - (a) Certificate of incorporation;
 - (b) Certified memorandum of association and articles of association;
 - (c) List of directors.
- (ii) For Partnership Firms:
 - (a) Certified partnership deed;
 - (b) Certificate of registration issued by the competent authority.
- (iii) For limited liability partnerships:
 - (a) Certificate of incorporation issued by the competent authority.
- (iv) For sole proprietorship firms:
 - (a) Duly signed self-declaration.
- (v) For cooperative society:
 - (a) Documents of registration as a cooperative society issued by the competent authority.

9.4 The evaluation of Bidders shall be carried out by **MARKFED** as per the eligibility criteria-cum-technical qualification defined in this RFP. Bids of the Bidders, who don't meet the required eligibility-cum-technical qualification criteria mentioned in this RFP shall be treated as non-responsive and shall not be considered further. The eligibility criteria are given as below ("**Eligibility Criteria**"):

S. No.	Category	Eligibility Criteria	Supporting documents
1	Financial	The Bidder must have an average annual turnover of minimum INR 200 Crores (Indian Rupees Two Hundred Crores Only) 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 only.	A certificate from a practicing-chartered accountant ("CA"). For each of the financial years 2022-23, 2023-2024 and 2024-2025, the Bidder shall submit a certificate from a practicing-CA specifically certifying the turnover generated from Food Products. The UDIN of the practicing CA must be Verified
		The Bidder must have positive Networth in the last three financial years (2022-23, 2023-24, 2024-25)	A certificate from a practicing Chartered Accountant (CA) mentioning the positive Networth for each of the financial years 2022-23, 2023-2024 and 2024-2025, The UDIN of practicing CA must be Verified

2	Experience	<p>The Bidder must have an annual turnover of at least INR 100 Crores (Indian Rupees One Hundred Crores only) in any of the last three financial years (2022-23, 2023-24, 2024-25) for supply of either of all desired Items required under this RFP to Govt./ PSU/ Private supply.</p>	<p>The Bidder shall submit a certificate from a practicing CA specifically certifying the turnover generated from required relevant private and government work orders. The UDIN of practicing CA must be Verified.</p> <p style="text-align: center;">And</p> <p>Self-Certification by the Authorized signatory with relevant documentary proof, as provided in Annexure E.</p>
3	Warehouse Facility	<p>The Selected Bidder shall arrange a minimum 2 (two) godowns/ warehouses in Zone II, having storage capacity of minimum 2,000 MT each Specific requirements in this regard are further detailed in Clause 6.2.(ii) of the RFP.</p> <p>The warehouse facility must be located in Punjab.</p>	<p>An undertaking shall be submitted at the time of submission of the Bid by the Bidder confirming that he/she shall, in the event they are selected as the Selected Bidder, arrange a minimum of 2 (two) godowns / warehouses in Zone II, having storage capacity of minimum 2,000 MT each for managing the stock.</p>
4	Regulatory and Compliance Requirements	<p>The Bidder shall:</p> <p>a. Be a company registered under the Indian Companies Act 2013 / 1956 (as the case may be) or,</p> <p>A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 or,</p> <p>A partnership firm registered under the Indian Partnership Act, 1932 or,</p> <p>A sole proprietorship firm or 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>a. Proof of registration / incorporation, as the case may be.</p> <p>b. Valid central license under the Food Safety and Standards Act, 2006, including the capacity and category for which the license is issued</p> <p>c. Goods and Services Tax (GST) Registration Certificate.</p> <p>d. PAN Card Copy.</p> <p>e. MSMEs 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>(ii) EMD 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.</p>

		In case of an MSME / Startup, hold the requisite registration or proof of such status.	
5	Legal and Financial Declarations	Various requisite documents	<p>A declaration on Non-Judicial Stamp Paper of INR 100/- (Indian Rupees one hundred only) stating that the Bidder or its directors / partners:</p> <p>a) Have not been declared willful defaulters by any bank/financial institution under RBI Guidelines.</p> <p>b) Have not been classified as non-performing assets (NPA).</p> <p>c) Are not undergoing insolvency proceedings under the Insolvency and Bankruptcy Code, 2016, and no applications for the same have been filed or admitted.</p> <p>d) The Bidder has not been blacklisted or debarred by any “Government Authority” in last 3 Financial years (2022-23, 2023-24 and 2024-25).</p> <p>In the format provided in Annexure - G</p>
6	Acceptance of Terms and Conditions	The Bidder should have local office located in Chandigarh or Punjab.	Authorization letter with office address or a declaration by Authorized Signatory to open local office within 30 days of issuance of LOA.
		The signatory signing the bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the bid on their behalf.	<p>Authorization letter, in the Format attached at Annexure F</p> <p>Each Bid shall include Annexure F (Letter of Authorization) executed by an authorized signatory of the Bidder. Where the Bidder is a company, Annexure F shall be accompanied by a certified true copy of a Board resolution (or extract) under the Companies Act, 2013 authorizing participation in this Tender Process and execution of all bid documents and authorizing the named signatory (with specimen signature attested by the company secretary or a director). Where the Bidder is a limited liability partnership, Annexure F shall be supported by a resolution/authorisation of the designated partners or authority granted under the LLP agreement; where a partnership firm,</p>

			by a duly notarized power of attorney executed by all partners or an extract of the partnership deed evidencing authority; where a sole proprietorship, by a declaration signed by the proprietor together with proof of proprietorship; and where a Co-operative society, by a resolution of the governing body/board of trustees/management committee, as applicable. Originals shall be produced on request. Failure to provide satisfactory authorization will render the Bid non-responsive.
		The Bidder has to submit his consent that he/ she accept all terms and conditions, specifications, eligibility criteria, technical requirements, financial stipulations, and instructions contained in the RFP.	Signed Copy of the Annexure L

The bidder shall ensure that he/she has submitted all the required documents as mentioned in the **Annexure – K (Checklist of Documents)** of the RFP and submitted the **Annexure- K** along with the Bid

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 or submission of a Bid not substantially responsive to all the requirements of this RFP 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 below requirements 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) Ensuring strict compliance with the Eligibility Criteria.

10.3 *Validity of bids*

- (i) Bids shall remain valid until the expiry of 90 (ninety) days – after the Bid Submission Deadline (as may be extended in accordance with Clause 10.3(ii)). **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; however, such non-extended Bid may not be evaluated further by **MARKFED**. The 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 8,00,00,000/- (Indian Rupees Eight Crores only), adjustable towards the security deposit (in accordance with Clause 10.4 (vi) below), which shall be payable through the State e-Procurement portal <https://eproc.punjab.gov.in>. In the event the Bidder claims an exemption from the EMD, it shall submit, with its Technical Bid, the exemption certificate in the form at **Annexure H**.
- (ii) The Selected Bidders 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’ (after adjustment of EMD amount). The security deposit payable by each Selected Bidder under this Clause shall be the “Security Deposit”). Exclusively for the purposes of this Clause, the ‘allotted contract value’ shall be calculated on the price accepted per Food Kits by the Selected Bidder multiplied by an assumed quantity of total number of Food Kits to be delivered during the Contract Project of approximately 80,00,000 (Eighty Lakh) Food Kits in Zone which could be approximately 20,00,000 (Twenty Lakh in each Quarter).
- (iii) Any delay in the submission of the Security Deposit shall lead to the imposition of the damages detailed **Annexure B**.
- (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 6 (six) 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 automatically in the respective bank account from which it has been paid once the Tendering Process is complete, and in any event, no later than 10 (Ten) business days after the date on which the LOA 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) expires. In the case of the Selected Bidder, the EMD shall be adjusted towards the Security Deposit. Provided, in the event **MARKFED** chooses not to issue a Letter of Award, the EMD shall be released no later than 10 (Ten) business days after the expiry of the Bid Validity Period.
- (vii) **MARKFED** is not responsible for delay in EMD refund of unsuccessful Bidders for reasons attributable to the e-proc (NIC) portal system.
- (viii) Recognized Micro and Small Enterprises (MSEs) and Startups are exempted from payment of the Bid Security (EMD), subject to submission of, in the case of an MSE, a 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. Such Bidder shall also submit a EMD declaration acknowledging that any withdrawal or modification of its bid during the bid validity period will result in suspension/blacklisting for one year in accordance with Clause 19 as specified of this RFP.
- (ix) The EMD shall be forfeited by 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) Bidder fails to provide required information during the Tender Process;
 - c) In case of a selection, the Selected Bidder fails to sign the Contract and / or delays the submission of the Security Deposit beyond such period prescribed in **Annexure B** such that the EMD may be forfeited in accordance with the terms therein;
 - d) If a Bidder is found to have made misleading or false representations in the forms, statements and attachments submitted in its Bid;
 - e) The Bidder is found not to meet the Eligibility Criteria during the Tender Process
- (x) The Security Deposit of the Selected Bidder shall be forfeited in full or in part in the following cases:
- a) When the terms and conditions of Contract are breached/ infringed;
 - b) When the Contract is being terminated due to non-performance of the Selected Bidder;
 - c) **MARKFED** incurs any loss due to the Selected Bidder's negligence in carrying out the Project implementation as per the agreed terms and conditions in the Contract and this RFP; and / or
 - d) Any other case as mentioned in this RFP or in the Contract to be signed.
- (xi) No Bidder shall be exempted from submitting the EMD and / or the Security Deposit, for any reason whatsoever. Except as provided under Clause 10.4(viii) above.

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 **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 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.

10.7 ***Bid evaluation process***

- (i) The Bid evaluation will be carried out in 1 stage.

Technical Bid Evaluation

Documentary 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 documentary evaluation, the Bid shall be rejected

In addition to the submission of signed copy Annexure I on company letter head, the bidder shall also submit the Annexure I duly filed in .xls format to solely comply with the procedural requirements of the eProcurement portal.

“No financial evaluation shall be carried out. The selection of bidders shall be based strictly on technical qualification and responsiveness.”

“The rates for the contract shall be determined through rate matching with the already discovered L-1 rate. In this regard, the Bid Matching Performa provided at Annexure-I shall be the only document considered for acceptance of rates.”

- (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 timeframe of 24 hours 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.
- (iii) **Selected Bidder for Zone I as L1 shall not be allowed to participate for this RFP.**

10.8 ***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.

10.9 In case less than two Bidders for Zone II qualify in the Technical Bid evaluation, the **MARKFED** reserves the right to evaluate the sole bidder, cancel the Tender Process. In the event of cancellation of the Tender Process, **MARKFED** reserves the right to call fresh bids.

Those Bidders whose Bids are found to be responsive and who are found to meet the Eligibility Criteria (“**Qualified Bidders**”), shall considered for further evaluation.

10.11 **Price Matching:**

The Bidder has to submit his offer of matching State L1 rate i.e @ Rs 461 (inclusive of all costs on an F.O.R (freight on road) basis, (excluding applicable GST) per Food Kit, for delivery of Food Kits at the Delivery Location across Zone II, **as per Annexure- I**

10.12. Resolution, if multiple Bids received.

- i) In the event that - multiple bids are submitted, the Tendering Authority shall break the tie by applying the following criteria sequentially:
 - (a) **Higher Financial Capacity:** The Tendering Authority shall, through the Project Steering Committee, evaluate the higher average annual turnover generated from Food Products during the three financial years (2022-23,2023-24,2024-25), as certified by the CA in the certificate submitted to this effect with its Bid. Where the Project Steering Committee is unable to distinguish between the Bidders on the basis of Financial Capacity, this criterion shall be deemed inconclusive, and the next criterion shall be applied;
 - (b) **Past Performance and Experience:** Where the tie is not resolved under sub-clauses (a) above, preference shall be given to the past performance of each Bidder, having regard to the value of contracts i.e supply of food items (Chana Dal, Sugar (Refined)), Iodized Salt, Haldi Powder and Mustard Oil) mentioned in the RFP satisfactorily executed by the Bidder during the last three financial years (2022-23,2023-24,2024-25), as evidenced by a CA certificate providing contract wise details i.e. name of the contracting parties , name of products supplied and value of the products. The Bidder demonstrating superior past performance, as determined by the Project Steering Committee in its reasonable assessment, shall be declared the Selected Bidder. **(In case of evaluating of past experience, the bidder shall be asked to submit the CA Certificate for the financial years mentioned in the clause)**
 - (c) In the event the tie is not resolved pursuant to clauses (a) and (b) above, the bidder whose bid was submitted earlier in date & time on eProc portal shall be declared the Selected Bidder for Zone II.

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 non-award of Zone due to non-matching of rates
- b) In the event of default by any Selected Bidder in their respective Zone.

10.14 Communication and Documentation

- (i) All choices, acceptances, and declinations under this mechanism must be submitted in writing through the official email: marketing@markfedpunjab.com
- (ii) MARKFED shall communicate all allocation decisions through written notice uploaded on official websites.
- (iii) No verbal communication or telephonic confirmation shall be considered valid.

10 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.

11 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.

12 SIGNING OF CONTRACT

The Draft Contract Agreement shall be shared with the selected bidder along with the LOA. The Selected Bidder shall sign the Contract with **MARKFED** within 8 (Eight) days of the issuing of the LOA. After signing of the Contract, no variation or modification in the terms of the Contract shall be made except by mutual written amendment signed by both **MARKFED** and the Selected Bidder.

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

13 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.

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 action 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, nor their Agents, shall have no claims to be representatives or employees of **MARKFED** and there will be no employee and employer relationship between the personnel engaged by the Selected Bidder, their Agents and **MARKFED**.
- 17.2 The Selected Bidder shall be 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 (including any Agents) engaged and / or deployed.
- 17.3 The persons deployed (including any Agents) shall not claim any master and servant relationship against **MARKFED**.
- 17.4 In case of the termination of the Contract or on its expiry or otherwise, the personnel (including any Agents) and deployed/ deputed engaged by the Selected Bidder, shall not be entitled to and shall not claim any absorption in the regular services (or any other 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 fails to perform any other obligation(s) under the Contract.
- ii) In the event the maximum liquidated damages payable as per **Annexure B** 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 B**.
- 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.

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, 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. 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.

18.3 Termination of Contract for Insolvency, Dissolution, etc.

MARKFED may, at any time, terminate the Contract by giving written notice of 30 (Thirty) days to the Selected Bidder(s), if the concerned Selected Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company, or a petition for such insolvency is admitted (and not stayed or dismissed within a period of 60 (Sixty) days from its institution), or an administrator, insolvency resolution professional, receiver or liquidator is appointed for the Selected Bidder, or a material part of its assets.

In this event termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to MARKFED.

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) day show cause notice to the Bidder, 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 with referring such dispute to arbitration, as per Clause 20 of the RFP.

20 Arbitration

- 20.1 The Arbitration shall be conducted by a Sole Arbitrator (“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 thereof, as applicable from time to time in Punjab (“Arbitration Act”).
- 20.2 The parties shall endeavor to appoint a Sole Arbitrator by mutual consent from the Panel of Arbitrators maintained by MARKFED within a period of 30 (thirty) days from the date of receipt of request for appointment of an Arbitrator from the Selected Bidder 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. In the event that the Parties fail to appoint an arbitrator within 60 (sixty) days of the receipt of the request by Managing Director MARKFED, such appointment shall be made by the competent court, at the request of either party, as per the Arbitration Act.
- 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 the Union Territory of Chandigarh only, 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 the Union Territory of 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 (“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 - PACKAGING SPECIFICATIONS

1. Mustard Oil (Kachi Ghani) – 1 Liter (packed in 2 × 500 ml bottles)

SN	Particular	Specifications
1	Material	PET Bottle
2	Quality	Food Grade Plastic
3	PET Type	1 st Grade
4	Cap Type	CTC - 2-piece Cap (Upper Part: Red, Lower Part: Yellow)
5	Cap Size	3.3 g ± 0.3 g
6	Bottle Weight (Bare Weight Without Cap)	21 g ± 1g
7	Brimful capacity	500 ml ± 10 ml

2. Iodized Salt – 1 Kg Pouch

SN	Particular	Specifications
1	1 Kg Pouch	Polyester Laminated LDPE pouch
2	Dimensions	350mm (Total Width) x 220 mm (Height/Length)
3	Thickness	85 ± 5 micron (Single Layer)

3. Refined Sugar – 2 x 1 Kg Pouch

SN	Particular	Specifications
1	1 Kg Pouch	Polyester Laminated LDPE pouch
2	Dimensions	190 ± 2 mm (width) each side x 240 ± 2 mm (Height/Length)
3	Thickness	85 ± 5 micron (Single Layer)

4. Chana Dal – 2 x 1 Kg Pouch

SN	Particular	Specifications
1	1 Kg Pauch	Polyester Laminated LDPE pouch
2	Dimensions	175 mm ± 2 mm (Width) each side X 265 mm ± 2mm (Height/Length)
3	Thickness	85 ± 5 micron (Single Layer)

5. Haldi Powder – 200 gm Laminated Film

SN	Particular	Specifications
1	200 gm Pouch	Polyester Laminated LDPE pouch
2	Dimensions	140 mm ± 2 mm (Width) each side X 200 mm ± 2mm (Height/Length)
3	Thickness	75 ± 5 micron (Single Layer)

6. Secondary bag packaging Specification:

SN	Parameter	Specification
1	Product description	PP Laminated Woven BOPP Bag with Handle (Stitched)
2	Size	12"x15.5" x 4" & gazzeted bag of 4" on three side with handle of 15".
3	Weight	Minimum 50 gm ± 3%.
4	Fabric	Virgin Fabric (5-6 gms)
5	Gazette	3 Sides
6	Design	Design to be provided by Markfed
7	Printing	In six Colours on both sides of the Bag to be selected by Purchaser.

7. Outer / Master bag specification:

SN	Parameter	Specification
1.	Base Material	HDPE woven fabric, milky white color, circular woven, defect-free.
2.	Inner Lamination	Food-grade LDPE lamination, 25–30 microns thickness, uniform and pinhole-free.
3.	Approx. Dimensions	Length: 80–90 cm; Width: 60–70 cm; Tolerance: ± 2%. (Adjustable based on kit size.) (Approx.)
4.	Fabric GSM	80–100 GSM (suitable for 30 kg load).
5.	Tensile Strength	Warp: ≥ 55 kgf; Weft: ≥ 50 kgf (as per IS: 9755).
6.	Weaving	Tight, uniform HDPE tape weaving; UV-stabilized.
7.	Stitching	Double-stitched/chain-stitched bottom
8.	Load Bearing	Must withstand 1.2 m drop test and appropriate vertical load test for 30 kg.

9.	Functional Requirements	Protects contents from moisture, dust, and handling damage; suitable for transport, lifting, stacking, and storage.
10.	Printing Requirements	No
11.	Compliance Standards	IS 14887:2014, IS 9755, or equivalent.
12.	Inspection & Acceptance	Inspection at DCP godown; bags may be rejected for stitching, lamination, GSM, dimension, or strength issues.

Note:

During the contract period, the MARKFED may require modifications to the packaging material, information printed on each food packet/carry bag, labelling content, design layout, or any other related specifications. Any such changes communicated by the MARKFED shall be binding on the Successful Bidder, and all costs associated with implementing these changes shall be borne entirely by the Successful Bidder.

The MARKFED will provide the Successful Bidder with a minimum advance notice of two (2) months prior to the effective date of such changes. The Successful Bidder shall ensure timely compliance with all revised requirements without causing any disruption in supply.

ANNEXURE B - SERVICE LEVEL AGREEMENTS

SLA & Liquidated Damages for Non-Compliance

Sr. No.	Activity	Target / Service Level	Liquidated Damages (LD) for Delay/Non-Compliance
1.	Submission of Security Deposit & Contract Signing	Within 8 (Eight) days of LOA issuance	INR 5,000 per day beyond 8 days; if delay exceeds 15 days, the LOA may be cancelled and (as applicable) the Security Deposit appropriated/forfeited or, where the Bidder has not furnished the Security Deposit, the EMD forfeited; further action may follow under (i) the Punjab Transparency in Public Procurement Act, 2019 and allied rules, (ii) this RFP, and (iii) Applicable Law.
2.	Quality Compliance	Ensure compliance with FSSAI specifications	Non-compliance shall cause the Selected Bidder to incur INR. 50,000/- in liquidated damages per instance, with a 7-days deadline for replacement. Repeated violations may invoke action under Clause 7.4 of the RFP. Action may also be taken as per Clause 19 (<i>Blacklisting</i>).
3.	Weight Compliance	Maintain product weight as mentioned 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 (as detailed in the RFP, under Applicable Law and / or in equity).
4.	Packaging & Labelling	Adhere to packaging specifications as per Annexure A	Non-compliance shall cause the Selected Bidder to incur INR. 50,000/- in liquidated damages per instance. The Selected Bidder may be required to provide full replacements of batch(es) at its own risk and cost. Repeated violations may invoke action under Clause 7.4 of the RFP. Action may also be taken as per Clause 19 (<i>Blacklisting</i>).
5.	Quality Control & Inspection	Sampling & Testing	Non-compliance shall cause the Selected Bidder to INR. 50,000/- in liquidated damages per instance. Repeated violations may, without limitation, invoke action under Clause 7.4. (Consequences of Quality Complaints)
6.	Timely Delivery	As per this RFP	Delay up to 1/4th period of prescribed period of delivery: 2.5% of Liquidated Damage.

Sr. No.	Activity	Target / Service Level	Liquidated Damages (LD) for Delay/Non-Compliance
			<p>Delay up to 1/2th period and exceed 1/4th of the prescribed period of delivery: 5% of Liquidated Damage. Delay up to 3/4th of delivery period and exceeding 1/2th period of prescribed period of delivery: 7.5% of Liquidated Damage, Delay exceeding 3/4th period of prescribed period of delivery: 7.5% of Liquidated Damage and may lead to the termination of the Contract, forfeiture of Security Deposit, and further action as detailed in the RFP; under Applicable Law and / or in equity.</p>
7.	Replacement of Rejected Stock	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 7 days and Delay beyond 7 days will impose double the penalty for the next three (3) days. If the Selected Bidder fails to replace the rejected stock within 10 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>
8.	Design and Development of a comprehensive digital dashboard for real-time monitoring.	As per MARKFED directives before the commencement of delivery of the Food Kits.	Non-compliance shall cause the Selected Bidder to INR. 1,00,000/- in liquidated damages. Violation may lead to the termination of the Contract, forfeiture of Security Deposit, and further action as detailed in the RFP; under Applicable Law and / or in equity.
9.	Godowns	Availability & Hygiene	Non-compliance with the Godown/Warehouse hygiene requirements under Clause 6.2(ii) shall attract liquidated damages of INR 50,000 per instance. Repeated non-compliance may result in action under Clause 7.4 (Consequences of Quality Complaints), without prejudice to other remedies.

ANNEXURE C - BIDDER CATEGORY DECLARATION

Declaration Regarding Bidder Category

I/We, [Name of Bidder], having registered office at [Address], hereby declare that we are participating in the tender for "Procurement and Supply of Food Kits under Punjab Government Food Programme - Zone II in the following capacity:

1. Manufacturer - We manufacture the following items:

- Chana Dal
- Sugar (Refined)
- Iodized Salt
- Haldi Powder
- Mustard Oil

2. Trader - We shall source all items from FSSAI-licensed manufacturers

We confirm that: We hold valid FSSAI License(s) as per our declared category and all supporting documents are attached and genuine. We understand that quality responsibility rests solely with us regardless of source. We shall maintain complete traceability and documentation as per RFP requirements. Any misrepresentation shall lead to disqualification and forfeiture of EMD.

Authorized Signatory and Stamp

ANNEXURE D - BIFURCATION OF ZONE WISE DISTRICTS IN MAP OF PUNJAB



Zone II:	Fatehgarh Sahib, Malerkotla, Patiala, Sangrur, Barnala, Mansa, Faridkot, Moga, Shri Muktsar Sahib, Bathinda, Ludhiana & Fazilka
-----------------	--

ANNEXURE E - SELF-DECLARATION ON TECHNICAL CAPABILITY

[To be submitted on letterhead of the Bidder]

Date:

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.

Sub: Self Certification for Technical Capability

Dear Sir,

In accordance with eligibility requirements of this tender process, we _____ <<Name of the Bidder >> _____ wish to declare that, we have an experience of <no of years> in carrying out either of all required items or any of the required items, since _____ till the date of submission of the Bid.

In accordance with eligibility requirements of this tender process, we <<Name of the Bidding firm >> _____ wish to declare that, we have an experience of <no of years> related to Procurement & Supply of either of all required items or any of the required items under RFP to Govt./ PSU/ Private supply. since _____ till the date of submission of the Bid.

Yours faithfully,

Place

Signature of the authorized signatory

Date

Name

Designation

Address

Phone

Email

Enclosed: CA certification.

ANNEXURE F - LETTER OF AUTHORIZATION

(On the letterhead of the Bidder)

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 G - SELF-DECLARATION FOR BLACKLISTED/DEBARRED

(On Rs 100 Stamp Paper)

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.

Subject: Self Declaration

Dear Sir,

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

- 1 Has not in the last three (3) years been under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt./ Board/ Corporations/ Bank/ financial Institution (under RBI Guidelines) and Government Societies / PSU for any reason in last 3 Financial years (2022-23, 2023-24, and 2024-25).
- 2 Has not been ever insolvent under the Insolvency and Bankruptcy Code, 2016, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
- 3 And our directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.
- 4 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.
- 5 Have not been classified as non-performing assets (NPA).

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

ANNEXURE H - EMD EXEMPTION FOR MSES AND STARTUPS

[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 I - ACCEPTANCE OF DISCOVERED PRICE

(On Bidders Letter Head)

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 discovered Price for Procurement and supply of Food Kits under PGFP

Sir/Madam,

- (i) Reference to your RFP published on _____ with Tender reference number _____ for procurement and supply of Food Kits under PGFP. I/We hereby submit our offer for Price Matching to procure and supply of Food Kits under PGFP **@ Rs. 461/- (Rupees Four Hundred and Sixty only) (inclusive of all costs on an F.O.R (freight on road) basis, (excluding applicable GST) per Food Kit**, for delivery of Food Kits at the Delivery Location across Zone II.
- (ii) This offer is made in accordance with the terms and conditions specified in the RFP, and We undertake to supply the Food Kits strictly as per the prescribed specifications, quality standards, and timelines mentioned therein.
- (iii) I/We further confirm that this offer shall remain valid and binding as per the validity period specified in the RFP.
- (iv) I/ We agree to furnish Security Deposit within 8 (Eight) working days from the date of issuance of Letter of Award of the value equivalent to 5% of Contact value by the way of RTGS / Bank Guarantee.
- (v) I/We shall arrange transportation for delivering the Food Kits at the delivery location(s) mentioned in the RFP.
- (vi) I/We further agree that in case we fail to supply the Food Kits within the stipulated period as would be given in the RFP or could not fulfill the terms and conditions of this RFP, our security deposit may be forfeited by MARKFED for which I/We shall have no objection, whatsoever, in addition to the right of MARKFED to purchase and supply the Food Kits from other selected bidders at my/our risk and cost, further action by MARKFED as per RFP.

- (vii) All documents mentioned in the Check list (Annexure-K) have been attached with this offer.
- (viii) Terms & Conditions (Annexure- L) for this RFP duly signed has also been attached.

For, [Company Name]

[Authorized Signatory Name]

Designation: _____

Contact No.: _____

Email: _____

Company Seal & Signature

ANNEXURE J – DCP GODOWNS OF THE DEPARTMENT OF ZONE II

Sr.No.	District	Name Of Storage Center	Name And Address of the Covered Godown	No Of Food Packets to be Delivered (Approx)
1.	Barnala	Barnala 1	Govt Owned Covered Godown Khatiyana Barnala	49724
2.	Barnala	Dhanaula	Guru Nanak Covered Godown Dhanaula	10899
3.	Barnala	Tapa	Sanju Covered Godown Tapa	10277
4.	Bathinda	Rampura	Bansal Covered Godown Phul Road, Rampura	47697
5.	Bathinda	Rampura	Gurdeep Covered Godown Bhundar Road, Rampura	44951
6.	Bathinda	Sangat	Ska Resorts, Sangat	116370
7.	Faridkot	Faridkot	Sekhon Co-Owners, Sadiq Road, Faridkot	25145
8.	Faridkot	Sadiq	Ranvijay Empire Pvt. Ltd., Sadiq- Faridkot Road, Sadiq	9023
9.	Faridkot	Kotkapura	Pswc Own Covered Godown, Near Ram Bagh, Opp.Food Supply Office, Kotkapura	33490
10.	Faridkot	Jaitu	Balaji Food & Allied Service, Bishnandi Road, Jaitu	19477
11.	Fatehgarh Sahib	Khera Bhagrana	Nadiali Covered Godown, Vill Badali Ala Singh Block Khera	11684
12.	Fatehgarh Sahib	Sirhind	Govt. Godown, Sirhind, Near Bsnl Exchange	23447
13.	Fatehgarh Sahib	Amloh	Market Committee Godown, Amloh	14019
14.	Fazilka	Jalalabad	Neha Nagpal Covered Godown Block Jalalabad Dist Fazilka.	173121
15.	Fazilka	Fazilka	Awa Setia Covered Godown Block Fazilka Dist Fazilka	
16.	Fazilka	Fazilka	Shivani Dhuria Covered Godown Block Fazilka Dist Fazilka	
17.	Ludhiana East	Payal	Bhupinder Singh Covered Godown Payal	32802
18.	Ludhiana East		Rajinder Pal Covered Godown	32802
19.	Ludhiana East	Khanna	Rupinder Singh Gill Covered Godown	61759
20.	Ludhiana East	Ludhiana PR	Pr Center Gill Road, Ludhiana	101350
21.	Ludhiana West	Jagraon	Govt Covered Godown Jagraon	90000
22.	Ludhiana West	Ludhiana PR	Pr Center Gill Road, Ludhiana	118984
23.	Malerkotla	Malerkotla	Manila Covered Godown, Malerkotla	39052
24.	Malerkotla	Ahmedgarh	Govt. Covered Godown, Ahmedgarh	11636
25.	Malerkotla	Amargarh	Rajmohinder Kaur And Others Covered Godown, Amargarh	8687

26.	Mansa	Mansa-1	Nav Durga Rice Mill, Talwandi Road Mansa	16706
27.	Mansa	Mansa-2	Sharda Rice Mill, Near Mansa Kanchian, Mansa	19784
28.	Mansa	Bareta	Hind Rice Mill, Bareta	5312
29.	Mansa	Bareta	Maam Vaishn Rice Mill, Bareta	5312
30.	Mansa	Bhikhi	Jai Jagdambay & Co. Bhikhi	12741
31.	Mansa	Budhlada	Goyal Rice Mill, Biroke Kalan	4553
32.	Mansa	Budhlada	Ganpati Rice Mill, Dalewalawala	2641
33.	Mansa	Budhlada	Ganesh Rice Mill, Budhlada	10028
34.	Mansa	Boha	Durga Rice Mill, Hakamwala	6068
35.	Mansa	Jhunir	Jhunir Grain Marker	9854
36.	Mansa	Sardulgarh	Surya Cotton Factory, Sirsa Sardulgarh Road, Sardulgarh	20250
37.	Moga	Moga	Govt Covered Godown, Near Choka Palace Geeta Bhawan Moga	133229
38.	Patiala	Nabha	Govt Bin Complex	22359
39.	Patiala	Bhadson	Vishwakarma Godown & Gs Covered Godown	12149
40.	Patiala	Samana	Gee Jay Covered Godown	27497
41.	Patiala	Patran	Sunita Covered	21317
42.	Patiala	Patiala	Pr Covered	57413
43.	Patiala	Sanour	Gupta Covered Godown	23089
44.	Patiala	Bhunerheri	Subhash Chand	6853
45.	Patiala	Devigarh	As Rice Mill	14826
46.	Patiala	Rajpura	Gurdial Singh Randhawa	32539
47.	Patiala	Ghanour	Modern Rice Mill Ghanour	20585
48.	Patiala	Kheragajju	Dhillon Covered Godown	6464
49.	Sangrur	Bhawanigarh	Anu Rattan Covered Godown, Phaguwala	22147
50.	Sangrur	Dhuri	Government Covered Godown, Opposite Bus Stand, Dhuri	24067
51.	Sangrur	Sunam	Sanjeev Covered Godown, Khadial Road Sunam	22246
52.	Sangrur	Khanauri	Shiv Bhole Rice Mill Covered, Narwana Road, Khanauri	6020
53.	Sangrur	Lehragaga	Raj Rani Covered Godown, Ramgarh Road, Lehragaga	9506
54.	Sangrur		Darshana Devi Covered Godown, Ramgarh Road, Lehragaga	9500
55.	Sangrur	Moonak	Pooja Rice Traders, Dehla Road, Moonak	11313
56.	Sangrur	Longowal	Bhushan Kumar Megh Raj, Namol Road, Longowal	9073
57.	Sangrur	Sangrur	Krishna Rm Covered, Opposite Sibia Hospital, Mehla Road, Sangrur	26117
58.	Sangrur	Sherpur	Swarn Rice Mills, Gurbaxpura, Sherpur	11622

59.	Sangrur	Cheema	Janak Devi Covered Complex, Jharon Road, Cheema	3840
60.	Sangrur	Dirba	Nisha Rani Covered Godown, Patran Road, Dirba	11878
61.	Sangrur	Sullargharat	Nisha Rani Covered Godown, Patran Road, Dirba	4405
62.	Sri Muktsar Sahib	Sri Muktsar Sahib	Aryan Rice Mills Sadar Wala Road Muktsar	57648
63.	Sri Muktsar Sahib		Ranbir Rice Mills Sadar Wala Road, Muktsar	
64.	Sri Muktsar Sahib	Bariwala	Pirthipal Singh Rice & Gen Mills, Baja Madhar Road, Bariwala	8388
65.	Sri Muktsar Sahib	Gidderbaha	Punjab Rice Mills Lambi Road Gidderbaha	23533
66.	Sri Muktsar Sahib	Malout	Food And Supplies Office Godown, Indra Road, Malout	28164
67.	Sri Muktsar Sahib	Lambi	Golden Agro Industries (Rice Mill) Kakhanwali, Lambi	24958

Note: There Could Be Modification/Addition in The Godowns/ Kits At The Time Of Implementation

ANNEXURE K – CHECK LIST OF DOCUMENTS

[To be submitted only on the eProcurement portal]

Name of Work: Zone wise Procurement and Supply of Food Kits under Punjab Government Food Programme (PGFP)

SN	Eligibility Criteria	Documents required	Yes/no	Page No. of bid (if yes)
1	Bidder Registration and Category Classification			
1a	<p>A company registered under the Indian Companies Act, 2013 / 1956 OR</p> <p>A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR</p> <p>A partnership firm registered under the Indian Partnership Act, 1932 OR</p> <p>A sole proprietorship firm OR</p> <p>Registered Cooperative Society OR</p> <p>IN case of an MSEs / Startup, hold the requisite registration or proof of such status.</p>	<p>Certificate of incorporation, Certified memorandum of association and articles of association, List of directors. OR</p> <p>Certified partnership deed, Certificate of registration issued by the competent authority. OR</p> <p>Certificate of incorporation issued by the competent authority. OR</p> <p>Duly signed self-declaration. OR</p> <p>Documents of registration as a cooperative society issued by the competent authority. OR</p> <p>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>(ii) Annexure- H</p>		
2	Category Classification			
2a	For Manufacturers:	Valid FSSAI Manufacturing License and Factory/ facility ownership deed or lease agreement (minimum 6 months validity from bid submission)		
2b	For Traders:	Valid FSSAI Trading License.		

3	Financial Eligibility		
3a	The Bidder must have an average annual turnover of minimum INR 200 Crores (Indian Rupees Two Hundred Crores Only) 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 only.	The UDIN of the practicing CA for last three financial years (2022-23, 2023-24, 2024-25)	
3b	Net worth should be positive in the last three financial years (2022-23, 2023-24, 2024-25)	The UDIN of the practicing CA for last three financial years (2022-23, 2023-24, 2024-25)	
4	Experience		
4a	The Bidder must have an annual turnover of at least INR 100 Crores (Indian Rupees One Hundred Crores only) in any of the last three financial years (2022-23, 2023-24, 2024-25) for supply of either of all required items or any of the required items under RFP to Govt./ PSU/ Private supply.	The Bidder shall submit a certificate from a practicing CA specifically certifying the turnover generated from required relevant private and government work orders. UDIN Verified	
5	Regulatory and Compliance Requirements		
5a	Have a valid GST registration	Goods and Services Tax (GST) Registration Certificate.	
5b	Have a Permanent Account Number (PAN)	PAN Card Copy.	
5c	Self-Declaration for Blacklisted and Debarred	Signed and Stamped Copy of Annexure- G Self Declaration	
6	Acceptance of Terms and Conditions		
6a	The Bidder should have local office located in Chandigarh or Punjab.	Authorization letter with office address or a declaration by Authorized Signatory to open local office within 30 days of issuance of LOA.	
6b	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 Annexure F .	

6c	Acceptance of Discovered Price	Signed Copy of the Annexure I in .pdf format to be submitted along with the technical bid documents. <i>In addition to the submission of signed copy Annexure I on company letter head, the bidder shall also submit the Annexure I duly filed in .xls format to solely comply with the procedural requirements of the eProcurement portal.</i>		
6d	The Bidder have to submit his consent that he/ she accepts all terms and conditions, specifications, eligibility criteria, technical requirements, financial stipulations, and instructions contained in the RFP.	Signed Copy of Annexure – L		
7	Warehouse Facility			
7a	The Selected Bidder shall arrange a minimum 2 (two) godowns/ warehouses in each of Zone I & Zone II respectively, having storage capacity of minimum 2,000 MT each. The warehouse facility must be in Punjab.	An undertaking shall be submitted at the time of submission of the Bid by the Bidder confirming that he/she shall, in the event they are selected as the Selected Bidder, arrange a minimum of 2 (two) godowns / warehouses in Zone II, having storage capacity of minimum 2,000 MT each for managing the stock.		

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

ANNEXURE L – 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 for Procurement of Food Kits under the Punjab Government Food Programme

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 Procurement of Food Kits under the Punjab Government Food Programme.**

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