

Request for Proposal (RFP)
For
Purchase of Packaged Drinking Water (With added Minerals) for
Domestic Market under brand name SOHNA

Tender Reference: MFD/MKTG /2026-27/PDW(2R)

RFP Issuing Date:18.06.2026

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

Plot No.4, Dakhshin 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	5
5.	Overview	7
6.	Scope of Work	7
7	General Project Terms	10
8	Instructions to Bidders	14
9	Eligibility Criteria for Bidders	15
10	Bid Related Details and Evaluation	18
11	Disqualifications	22
12	Issue of Letter of Award (LOA)	22
13	Signing of Contract	22
14	Fraud and corrupt / malpractices	22
15	Standards of performance	23
16	Confidentiality	23
17	No Employee-Employer Relationship	24
18	Termination of Contract	24
19	Blacklisting	25
20	Dispute resolution	25
	Annexure 'A'	26
	Annexure 'B'	28
	Annexure 'C'	29

1. Notice Inviting e-Bids

MARKFED

RFP Reference Number: MFD/MKTG /2026-27/PDW(2R)

The Punjab State Co-operative Supply and Marketing Federation Limited (“**MARKFED**”), an Apex Cooperative Society registered under the Punjab Cooperative Societies Act, 1961, hereby invites e-bids under a two-stage Bidding system (i.e., technical and financial) for the purchase of Packaged Drinking Water (With added Minerals) for Domestic market under brand name SOHNA.

The closing date and time to submit Bids on the State e-procurement portal, i.e., <https://eproc.punjab.gov.in> is 26.06.2026 at 11.00 am.

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.No.	Particular	Details
1.	RFP document fee (Tender Fee) *	INR 590/- (Indian Rupees Five Hundred and Ninety 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
3.	Earnest money deposit (EMD)**	INR 1,60,000/- (<i>Indian Rupees One lakh sixty thousand only</i>), payable through State e-Procurement portal https://eproc.punjab.gov.in
Schedule of RFP		
4.	Date of publishing the RFP	18.06.2026
5.	Starting date and time for the submission of Bids (“ Bid Submission Commencement ”)	18.06.2026 at 9:00 hrs
6.	Last date and time for the submission of bids (“ Bid Submission Deadline ”)	26.06.2026 at 11:00 hrs
7.	Technical Bid opening date and time	26.06.2026 at 13:00 hrs
8.	Venue for Bid opening	Committee Hall, Ground Floor, MARKFED House, Plot No. 4, Sector 35-B, Chandigarh - 160022. The e-Bids shall be opened in the presence of the Bidders, who may wish to be present.
9.	Financial Bid opening date and time	To be communicated to the technically qualified Bidders at a later stage.
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

S.No.	Particular	Details
		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(“EMD”)/ Processing Fee shall be paid through State e-procurement portal only. No other modes of payment shall be accepted.
- Neither the RFP Document Fee 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.
- No other exemption in eligibility criteria is being given to MSMEs and Startups.
- In case a Bidder fails to pay the EMD along with the submission of their Bid, without a valid exemption claim the Bid of the Bidder shall be rejected.

HELP DESK

For any portal related technical queries, prospective bidders can call the 24x7 central helpdesk numbers i.e. 0120-4200462, 4001002, 4001005 and 6277787 or at local helpdesk numbers 0172-2970263, 2970284 from 9:00 AM to 5:00 PM on all government working days or reach through eproc@punjab.gov.in 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>) (collectively, the “**Tendering Authority**”), is provided to the Bidder(s) on the terms and conditions set out herein.

This RFP is neither an agreement nor an offer. Further, this RFP is not an invitation by the Tendering Authority to any party other than the entities that are qualified to submit their proposal, whether in the form of an e-bid or otherwise (as may be required by the RFP), in response to it (“**Bid**” or “**e-Bids**”). The purpose of this RFP is to provide potential bidder(s) with information to assist in the formulation of their proposal. This RFP does not purport to contain all the information each Bidder may require. This RFP may not be appropriate for all 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 whatsoever arising from reliance of any Bidder upon the statements contained in this RFP.

The Tendering Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Tendering Authority is bound to select a Bidder or to appoint the Successful Bidder(s), as the case may be, for empanelment or any other purpose. The Tendering Authority reserves the right to reject all or any of the Successful Bidder(s) or Bids without assigning any reason whatsoever. Further, the Tendering Authority is not bound to accept any or all the Bids, and also reserves the right to accept or reject any or all of the Bids received, without assigning any reasons for the same. No Bidder shall have any grievance or claim against the Tendering Authority or its officers, employees, successors or assignees for rejection of any Bids.

The Tendering Authority shall be entitled to assess and determine the *sufficiency* or *completeness* of the documentation furnished by a Bidder at its sole discretion, and where so deemed necessary by the Tendering Authority, seek additional clarification and/or information from any Bidder.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of its e-Bid including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations which may be required by the MARKFED or any other costs incurred in

connection with or relating to its e-Bid. All such costs and expenses will remain with the Bidder(s) and the Tendering Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-Bid, regardless of the conduct or outcome of the tendering process.

This RFP is being issued with no financial commitment and the Tendering Authority reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage. No contract or 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

- (i) **“Applicable Law”** means all laws, brought into force and effect by the government of India or any state government in India including rules, regulations and notifications made 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.
- (ii) **“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.
- (iii) **“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.
- (iv) **“Bid”** or **“e-Bid”** shall have the meaning as specified in clause 3 of this RFP.
- (v) **“Bidder(s)”** shall mean an individual or entity that submits a bid in response to a request for proposal (RFP), auction, or tender process.
- (vi) **“Contract”** shall have the meaning as prescribed to it in clause 5.2 of this RFP.
- (vii) **“Delivery Location”** shall have the meaning as prescribed to it in clause 6.1(iv) of this RFP.
- (viii) **“Earnest Money Deposit”** or **“EMD”** shall have the meaning as prescribed to it in clause 10.4(i) of this RFP.
- (ix) **“Eligibility Criteria”** shall have the meaning as prescribed to it in clause 9 of this RFP.
- (x) **“Force Majeure”** shall have the meaning as prescribed to it in clause 7.8 of this RFP.
- (xi) **“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.

- (xii) “**LOA**” shall have the meaning as prescribed to it in paragraph 12 of this RFP.
- (xiii) “**MARKFED**” means the Punjab State Co-operative Supply and Marketing Federation Limited.
- (xiv) “**MVAI, Khanna**” or “**MVAI**” shall mean MARKFED Vanaspati and Allied Industries, Khanna for the purposes of this document
- (xv) “**Packaging Specification**” shall have the meaning as prescribed to it in paragraph 6.1(iii) of this RFP.
- (xvi) “**Product Specification**” shall have the meaning as prescribed to it in paragraph 6.1(ii) of this RFP.
- (xvii) “**Product**” shall have the meaning as prescribed to it in paragraph 5.2 of this RFP.
- (xviii) “**Project Steering Committee**” shall have the meaning as prescribed to it in paragraph 7.9 (i) of this RFP.
- (xix) “**Project**” shall have the meaning as prescribed to it in paragraph 5.2 of this RFP.
- (xx) “**Purchase Orders**” shall have the meaning as prescribed to it in paragraph 6.2(i) of this RFP.
- (xxi) “**Qualified Bidders**” shall have the meaning as prescribed to it in paragraph 10.9 of this RFP.
- (xxii) “**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.
- (xxiii) “**Security Deposit**” shall have the meaning as prescribed to it in paragraph 10.4(ii) of this RFP.
- (xxiv) “**Selected Bidder**” shall have the meaning as prescribed to it in paragraph 6.1 of this RFP.
- (xxv) “**Specifications**” shall mean collectively, the Product Specifications, the Packaging Specifications and any other relevant specification as provided by MARKFED from time to time as per the requirement.
- (xxvi) “**Supplier**” or “**Successful Bidder**” or “**Successful Tenderer**” shall mean the entity selected via the tendering process for fulfillment for the purposes of this document.
- (xxvii) “**Technical Bid**” shall have the meaning as prescribed to it in paragraph 10.7(i) of this RFP.
- (xxviii) “**Tender Process**” shall have the meaning as prescribed to it in paragraph 6.1 of this RFP.
- (xxix) “**Tendering Authority**” shall mean MARKFED or any of its authorized representatives, employees or advisors (which authorization shall be expressly made in relation to this RFP and in writing, and duly published on www.markfedpunjab.com and <https://eproc.punjab.gov.in>).

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 MARKFED for procurement purposes is issuing this RFP for the procurement of Packaged Drinking Water (With added Minerals) meeting the specifications detailed herein (“**Product**”), pursuant to which the Selected Bidder shall be selected, with whom MARKFED shall thereafter enter into a binding agreement (“**Contract**”) to carry out the Project (*as defined hereunder*). The Product shall be supplied as per the terms of delivery mentioned in this document. The manufacturing, packaging and delivery of the Product, in accordance with the terms of this RFP, along with any activities incidental or ancillary thereto (or otherwise necessary for carrying out the aforementioned activities) shall be hereinafter referred to as the “**Project**.”

6. Scope of Work

6.1 Overview of Scope of Work

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

Product:-

- a) The product to be covered under this agreement would be Packaged Drinking Water (With added Minerals) and shall be supplied in bottles 250 ml & 1 ltr packaging as permitted under the relevant laws and as required from time to time by Markfed. It is expressly understood between Supplier and MARKFED that any brand name belonging to Markfed such as SOHNA or any other such brand is to be used only in respect of supplies being made to Markfed and Supplier is not entitled to use this brand name/packing material in any other context, both during the pendency of this agreement and after termination of this agreement.
- b) Packaged Drinking Water (With added Minerals) shall comply with all the guidelines issued both by the FSSAI and BIS
- c) Supplier shall ensure proper cleaning and Hygiene practice, which are required to be followed during the collection, processing, handling, packing (throughout manufacturing and packaging process).
- d) Material used Primary packaging like bottles and caps which are coming in contact with product should be of food grade. Supplier will provide the food grade certificates for the same.
- e) The filling & packing of the processed water will be in bottles which are tamper proof, tight and impervious, as per the BIS standards.
- f) Product should comply to all applicable standards and should pass in testing as per IS 14543 Standard.
- g) The shelf life should be six months from the date of manufacturing. Best before six months should be replaced by Date of expiry to be printed below D.O.M. as per the latest FSSAI amendment.
- h) It will be the responsibility of the supplier to adhere to BIS specifications with latest amendments, FSSAI guidelines and in case of deviation the supplier shall be held responsible as per the laws.
- i) The bottle design shall be such that is stable when kept in vertical position and of standard size as per BIS norms. The bottle should be clear, transparent and transparency should be more than 95%.
- j) The product specifications should be as per reference IS14543:2016.
 - (i) The manufacturing of the Product such that it meets the product specifications (“**Product Specifications**”) detailed in *Annexure A*.
 - (ii) The packaging material for the product (food grade) shall be arranged by the supplier at its own cost and effort wherein MARKFED shall supply the design to be embossed on the packaging in CDR/JPEG format as per the specifications of Markfed/ as per latest Govt. instructions in vogue with the concurrence of G.M, MVAI. Khanna. Furthermore, the packaging material shall be as per the **packaging**

specifications detailed in *Annexure B*. Printing matter on the packing material shall be got approved from Markfed Vanaspati & Allied Industries, Khanna before its packing.

- (iii) The product shall be supplied in different packaging and sizes as required by MARKFED and permitted under the relevant laws and as required from time to time by Markfed.
- (iv) The delivery of the Product to specified delivery locations (hereinafter referred to as the “**Delivery Locations**”), shall be undertaken by the supplier. The Delivery Locations shall fall under the territorial jurisdiction of Punjab, Chandigarh.
- (v) The supplier shall be responsible to obtain necessary approval(s) for the manufacturing of Product under the SOHNA brand of MARKFED from the concerned authorities and other as necessitated by law from time to time. The supplier shall ensure the following conditions:

- a. The label will not carry any misleading claim/declaration and would be subject to the approval of MARKFED only.
- b. The words ‘Marketed by’ and ‘Manufactured by’ shall be mentioned on the label at appropriate places.
- c. FSSAI license number shall be printed in prescribed manner.
- d. Compliance with all other statutory conditions under any Govt.’s Regulations/Acts/Orders, shall also be mentioned on the label as per the Packaging & Commodities Rules/Act, Legal Metrology, Weights & Measures Act including FSSAI regulations amended from time to time.

6.2 Terms of Manufacturing, Packaging, Testing and Delivery of the Packaged Product

(i) Markfed may source or purchase approx 18 lac bottles of 250 ml and 5 lac bottles of 1 ltr annually for Packaged Drinking Water (With added Minerals) as per the requirement. Supplier will be bound to supply Packaged Drinking Water (With added Minerals) to Markfed as per requirement within five days or as per the requirement of the Markfed of the placement of **Purchase order** by Markfed and delivery schedule. Markfed may convey the revised schedule if any Institutions (on behalf of which the order was placed by Markfed) change their demand or schedule. In case of non-supply / short supply within the stipulated period, Markfed shall be at liberty to arrange the material at the risk and cost of the supplier alongwith all penalty charges. The process of manufacturing including any process incidental or ancillary to it shall be carried out by the producer as permitted by relevant laws. Supplier shall manufacture each lot of Packaged Drinking Water (With added Minerals) strictly as per the specifications of Markfed. Markfed may draw or seal the sample randomly from the premises of the Supplier from any batch manufactured for Markfed and may cross check the quality of water from its own laboratory or any Govt. approved NABL labs.

(ii) Quality Control Terms

- a. The ingredients utilized to manufacture the Product, as well as the Product delivered, and the packaging in which it is provided, shall conform to the Specifications as detailed out in Annexure A(as may be applicable).
- b. To the extent possible in good manufacturing practice the product shall be free from objectionable matter.
- c. When tested by appropriate methods of sampling and examination the product: -
 - I. shall be free from micro-organisms in amounts which may represent a hazard to health.
 - II. shall be free from parasites which may represent a hazard to health and
 - III. shall not contain any substance originating from micro-organisms in amounts which may represent a hazard to health.
- d. Any other amendment/change in FSSAI during the course of contract shall have to be implemented by the supplier.

- e. Supplier shall store all raw material, packing and products in proper sanitary conditions throughout and shall ensure that they do not deteriorate or get spoiled. Any deterioration in goods due to negligence of Supplier/Unit shall be the sole responsibility of the supplier.
- f. It is recommended that the product covered by the provisions of this standard be prepared and handled in accordance with the appropriate section of the Recommended International Code of Practice- General Principles of Food Hygiene (CAC/RCP1-1969) and other codes of practice recommended by the Codex Alimentarius Commission which are relevant to this product.

(iii) **Packaging Terms**

Packaged Drinking Water (With added Minerals) shall be packaged in bottles which will safeguard the hygienic, nutritional, technological and organoleptic qualities of the product.

The Truck/container including packaging material (food grade) shall be made of substances which are safe and suitable for their intended use. They should not impart any toxic substance or undesirable odour or flavour to the product.

When the product is packaged in bottles, these must be clean sturdy and strongly sealed.

- a) In order to ensure that the finished product strictly conforms to the quality standards specified/to be specified from time to time and to relevant statutory rules. Markfed Quality Assurance officials at the factory of Supplier may check the quality of the input material (Packaged Drinking Water (with added minerals) and packing material) and the finished product.
 - b) Such periodic check of quality norms by Markfed personnel will however not absolve supplier from their obligations and responsibilities to comply with the prescribed quality and standards of Packaged Drinking Water (With added Minerals) or any violation of any statutory provisions as applicable from time to time.
 - c) Supplier further undertakes and guarantees that Packaged Drinking Water (With added Minerals) to be supplied to Markfed would strictly conform to the relevant quality standards prescribed under Food Safety & Standards Act 2006, Legal Metrology or any other relevant statutory provisions including conformance to weight & Measures Act. Packaged Commodity Rules and statutory label declarations etc. Markfed shall also be entitled for recovery of damages on account of lowering the reputation on account of supplying poor quality of Packaged Drinking Water (With added Minerals). In case of any failure of samples under FSSAI norms/any other statutory provisions or any replacement etc. for the stocks lying with Markfed Depots /CFAs/branches or channel partners i.e. dealers/retailers etc., the supplier will be solely responsible for all its consequences/damages etc. and will indemnify Markfed for these losses.
 - d) For any deficiency in quality standards of Packaged Drinking Water (With added Minerals) or any deviation from compliance of the statutory rules including FSSAI norms governing package declarations, Supplier fully undertakes to secure and indemnify Markfed from the loss / damages if any.
 - e) One lot of Packaged Drinking Water (With added Minerals) shall comprise of 05-10 MT. Each lot of 05-10 MT will be supplemented with a laboratory analysis report indicating nutrition contents. The nutrition contents will conform to the specifications supplied by Markfed. Markfed may cross check the report in its own laboratory or any Govt. approved NABL labs on random basis. The analysis result of the Lab in such case shall be binding on the Supplier. The testing charges shall be borne by the Supplier. In case the lot does not conform to the specifications, the same shall be rejected and lifted back by party at their risk & cost and the supplier shall offer fresh lot for testing.
- (iv) All the manpower that may be required for manufacturing and other operations including material handling etc. shall be arranged by Supplier at its own cost. Markfed shall not be responsible/liable for such employees in any way whatsoever.
- (v) **Delivery Terms**

The supplier shall deliver the finished product on Freight on Road (F.O.R.) anywhere in Punjab/ Chandigarh, as demanded by Markfed within five days or as per requirement of Markfed of the placement of confirmed order on the successful bidder by Markfed. Markfed may convey the revised schedule if any Institution (on behalf of which the order was placed by Markfed) change their demand or schedule. In case of delay in supply after a free period allowed by Markfed, the supplier shall be liable to pay penalty @ 0.5% per day of order value

and after fifteen days of placement of confirmed order, Markfed shall be at liberty to purchase the material at the risk and cost of supplier alongwith all penalty charges. Markfed reserves the right to terminate the contract /agreement, make up loss/damages occurred on this account of any kind including replacement by encashing the bank guarantee/forfeiture of security, arranging material at the risk and cost of the supplier and launch legal proceedings against the supplier. Damaged bottles due to poor handling etc., water received in defective packing material shall be replaced by the supplier at its own cost. The successful bidder shall raise invoice on 'Bill To-Ship To' basis i.e. Bill to Markfed Vanaspati & Allied Industries, Khanna and ship to various destinations as mentioned above.

(vi) *Shelf Life*

The Product delivered shall have a minimum shelf life of 6 (Six) months from the date of manufacturing.

6.3 Quality Check Procedure

- i) MARKFED shall have the right to check the quality of raw materials and finished product from time to time as required, in order to ensure that the finished product (Packaged Drinking water with added minerals) strictly conforms to the quality standards as specified or as amended from time to time and in accordance with the relevant statutory provisions.
- ii) MARKFED shall have the option to have their own quality control officer, placed in the premises of the Supplier to check quantity/ quality of product being supplied for which necessary sitting arrangements have to be made by supplier. Residential arrangements, if available with supplier shall be used by quality control officer without any charges and Supplier shall provide facility for Packaged Drinking Water (with added Minerals) testing and access to the Plant, Stores & packing material etc. Such periodic check of quality norms by Markfed personnel will however not absolve supplier from their obligations and responsibilities to comply with the prescribed quality and standards of Packaged Drinking Water (with added minerals). Also violation of any statutory provisions as applicable from time to time.
- iii) The Supplier shall provide analysis report of the product and packaging material along with the consignment. Markfed may draw or seal the sample randomly from the premises of the supplier from any batch manufactured for Markfed and may cross check the quality of Packaged Drinking Water (with added Minerals) from its own laboratory or any Govt. approved NABL labs.
- iv) The dispatches of the abovementioned should preferably be made according to batch / lot. Any sample found to be non-compliant with the required standards shall lead to appropriate penalties, as specified under Annexure C.

7. General Project Terms

7.1 Term

The initial term of the Contract shall be for a period of one year from the date of execution of the agreement pursuant to the tender process. It may be extended once for a total period of six months at the discretion of MARKFED under the same rates, terms and conditions.

7.2 Tax Invoice Requirement

- 7.2.1 The Supplier shall raise invoice billed to MARKFED Vanaspati & Allied Industries, Khanna.
- 7.2.2 The Supplier shall ship to the destinations communicated by MARKFED from time to time, these destinations will be located anywhere in Punjab, Chandigarh, on FOR basis.
- 7.2.3 The Supplier shall issue GST invoices upon the supply of goods.
- 7.2.4 The Supplier shall submit all its GST returns on time and ensure that Input Tax Credit is duly available to MARKFED against bills issued to MARKFED. The payment of GST input will be made to supplier only after the GST input credit is available on the GST portal of Markfed.

7.3 Payment Terms

- (i) Sale Price: The sale price of Packaged Drinking Water (with added Minerals) should be Freight on Road (F.O.R.) rate per 250 ml and 1 ltr packing exclusive GST & inclusive of packaging material, any other charges & taxes etc. and strictly as per specifications laid down. The price quoted shall remain valid for the entire period of contract.
- (ii) The Supplier will deliver in advance the Packaged Drinking Water (with added Minerals) packed as per Markfed requirement of the specifications detailed in the agreement. Markfed would make payment within 15 days from the receipt of the bill of supply of Packaged Drinking Water (with added Minerals) at anywhere in Punjab, Chandigarh for which the successful bidder shall submit the invoices at Markfed's Khanna Plant, subject to satisfactory test report alongwith receipts thereof. Markfed will deduct TDS/TCS as per notification issued by concerned authorities.
- (iii) The tenderer while supplying goods shall issue GST invoices upon the supply of goods. In addition to this, GST exempted Unit will have to give certificate that their unit is exempted from the purview of GST tax incidence within Punjab/ Outside Punjab for a period of _____ along with exempted value.
- (iv) The Rates once offered/settled/negotiated shall not be withdrawn by the tenderer. In the event of withdrawal, the earnest money/security of tender shall be forfeited and tenderer shall be debarred from participation in the next tender of MARKFED and work allotted to tenderer will be got executed from some other party at his risk and cost.
- (v) The payment will be made within 15 days from the receipt of the bill of supply, along with receipt of material, subject to satisfactory inspection report. Payment shall be made to GST linked bank account and for this purpose.
- (vi) The Selected Bidder shall submit invoices to MVAI, Khanna after obtaining acknowledgement of the due receipt of the Product from the in-charges of the delivery locations, which acknowledgement of due receipt of the Product shall be obtained at the time of delivery of the Product.
- (vii) Statutory deductions, including income tax deducted at source (IT-DS) and goods and services tax deducted at source (GST-TDS), shall be made as per Applicable Law.
- (viii) Reconciliation of accounts would be held once every month by both parties and debit/credit notes would be issued by or on 5th of each calendar month.
- (ix) Any tax liabilities, interest, penalties, or litigation costs incurred due to any GST non-compliance by the Bidder shall be recovered from the Selected Bidder.

7.4 Consequences for Quality Complaints

- (i) The supplier shall be liable to replace any and all of the product received that is of defective quality or packaging material within 7 (seven) days at its own cost. The decision to the tune of the defective packaging material shall reside solely with the MARKFED or its authorized representative. Non replacement of defective material within 7 days, then the such stock shall be disposed-off at the risk and cost of the bidder.
- (ii) A failure to replace the stock of the Product shall entitle MARKFED to terminate the Contract and recover damages as per *Annexure C*, either through the encashment of the Security Deposit or by causing the Selected Bidder to forfeit the Earnest Money Deposit.
- (iii) If the quality of the delivered Product is found to be materially substandard on a second occasion, MARKFED may blacklist the Selected Bidder for a period of 1 year and cause the Selected Bidder to forfeit the Security Deposit.

- (iv) The stock under complaint as lifted back, shall separately be stored by the successful bidder and packing material of such stocks shall be cut & torn in the presence of Markfed representative to eliminate the chances of its re-circulation & the bidder shall ensure that defective stocks will not be re-packed under SOHNA brand. If substandard stock rejected by MARKFED on quality parameters is found to have been recirculated in the market, MARKFED shall blacklist the bidder and forfeit the security deposit. MARKFED shall without prejudice to its rights under this RFP and the Contract, have the right to also initiate civil and criminal proceedings against the Selected Bidder. MARKFED shall also be entitled for recovery of damages on account of lowering the brand reputation due to supply of poor quality of Packaged Drinking Water (with added minerals).
- (v) Damaged/rejected stocks shall be replaced by the respective manufacturer on the spot or within 7 days from the date of receipt (if damaged stocks not identified on spot). If respective manufacturer does not replace the damaged stock within 7 days, action shall be taken as per SLA (Annexure 'C').

7.5 Intellectual Property (IP) Protection

- (i) The Supplier expressly acknowledges that all right, title and interest in and to the trademarks, trade names, logos, designs and other brand identifiers owned, licensed or otherwise controlled by MARKFED, including without limitation the mark SOHNA and any future marks adopted by MARKFED (collectively, the "MARKFED Marks"), are and shall remain the exclusive property of MARKFED. Nothing in this Agreement shall be construed as transferring, assigning, or otherwise granting the Supplier any ownership rights in or to the MARKFED Marks.
- (ii) MARKFED hereby grants to the Supplier a revocable, non-exclusive, non-transferable, royalty-free licence to reproduce and apply the MARKFED Marks solely for the limited purpose of manufacturing, labelling, packaging and delivering the goods that are the subject of this Agreement for supply to MARKFED. The Supplier shall use the MARKFED Marks strictly in the form, manner and context approved in advance and in writing by MARKFED and in accordance with any brand or quality-control guidelines that MARKFED may issue or amend from time to time.
- (iii) The Supplier shall not, and shall ensure that its affiliates, employees, agents, subcontractors and distributors do not, use any MARKFED/SOHNA logo (or any mark, domain name or social-media identifier that is identical with, derivative of, or confusingly similar to a MARKFED/SOHNA logo) in connection with the manufacture, marketing, advertising, offer for sale, sale or distribution of any product or service other than the contractual supplies to MARKFED. The Supplier shall not incorporate any MARKFED Mark into its corporate or trading name, nor seek to register, record or reserve in any jurisdiction any trademark, design, domain name, company name or social-media handle that is identical with or confusingly similar to a MARKFED Mark. Upon expiry or earlier termination of this Agreement, or upon written notice from MARKFED, the Supplier shall immediately cease all use of the MARKFED Marks and shall, at MARKFED's option, destroy or deliver up to MARKFED all materials bearing any MARKFED Mark.
- (iv) MARKFED shall have the right, on reasonable notice, to inspect the Supplier's facilities and randomly sample finished goods to verify compliance with MARKFED's quality standards and brand-usage requirements. The Supplier shall promptly remedy any non-conformance identified by MARKFED at its own cost.
- (v) The Supplier shall promptly notify MARKFED in writing of any actual, suspected or threatened infringement or unauthorized use of a MARKFED Mark that comes to the Supplier's attention and shall cooperate fully, at MARKFED's reasonable request and expense, in any action taken by MARKFED to protect or enforce its rights in the MARKFED Marks.
- (vi) The Supplier shall indemnify, defend and hold harmless MARKFED, its officers, directors and employees from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to (i) the Supplier's unauthorized use of any

- MARKFED Mark; or (ii) any claim that the Supplier's use of any MARKFED Mark other than as expressly permitted herein infringes or dilutes a third party's rights.
- (vii) The Supplier acknowledges that any unauthorized use of a MARKFED Mark is likely to cause irreparable harm to MARKFED for which monetary damages would be an inadequate remedy. Accordingly, MARKFED shall be entitled, without the necessity of proving actual damages or posting bond, to seek immediate injunctive and other equitable relief to prevent or curtail any such unauthorized use.
- (viii) The obligations set forth in this clause shall survive the termination or expiration of this Agreement for so long as the MARKFED Marks remain in force.

7.6 Statutory Requirements

Supplier hereby agrees to comply with all the statutory requirements and Rules & Regulations promulgated by the Govt. (Central and State) & the local bodies from time to time for manufacture & supply of the product such as:-

- (i) Food Safety & Standards Act 2006, with amendment if any
- (ii) Essential Commodities Act.
- (iii) Legal Metrology
- (iv) BIS, Weight & Measures Act.
- (v) Packaged commodity Act etc.

Or any such order applicable & shall be liable for any violation thereof. The supplier shall reimburse to Markfed Liaising/legal expenses incurred by Markfed defending any case/prosecution on account of any omission or commission on the part of Supplier in complying with the requirements. In all such cases the Supplier will indemnify the Markfed for any liabilities. If any specific approval is required from any authorities, the same will be arranged by Supplier.

7.7 Insurance: The supplier shall take proper insurance policy for its building, plant and machinery, goods, stock in process, finished goods and packing material etc. at its own cost till the receipt of finished goods to Markfed from the unit. A copy of the insurance policy shall be given to Markfed before start of production.

7.8 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 along with reasonable proof. 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.

7.9 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 7.9(iii) above.
- (v) If the Selected Bidder is dissatisfied with the decision of the Managing Director, MARKFED, the bidder may proceed as per clause 20.

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.

(i) For participating in the Tendering Process through the e-Bidding system, it is necessary for the Bidders to be registered users of the e-tender website <https://eproc.punjab.gov.in> if they have not done so previously for registration.

(ii) In addition to the normal registration, the Bidder must register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

(iii) For successful registration of DSC on e-tender website (<https://eproc.punjab.gov.in>) the Bidder must ensure that he/she should possess class-3 DSC issued by any Certifying Authorities approved by the Controller of Certifying Authorities, Government of India, as the e-tender website (<https://eproc.punjab.gov.in>) is presently accepting DSC issued by these authorities only. The Bidder can obtain a user login ID and perform the DSC registration exercise given above even before the Bid Submission Commencement. Bidders are encouraged to complete their registration activities well in advance of the Bid Submission Deadline. MARKFED shall not be held in any way responsible if the Bidder fails to submit his/her e-Bid due, *inter alia*, to DSC related registration problems for which the Bidder did not have sufficient time to troubleshoot because of the Bidder chose to undertake such activities too close to the Bid Submission Deadline.

(iv) The Bidder can search for active Bids through the "search active tenders" link, select a Bid in which he/she is interested in, and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF as per formats given in the RFP document.

(v) After clicking the 'pay online' option, the Bidder shall be redirected to the terms and conditions page. The Bidder shall read the terms & conditions before proceeding to fill in the EMD online payment details. After entering and saving the EMD details form, the "*Bid document preparation and submission*" window shall appear, upon which the Bidder shall upload the documents as per technical and financial schedules/packets given in the Bid details.

(vi) Next, the Bidder shall upload the technical e-Bid documents, i.e., a scanned copy of the EMD, along with the Technical Bid and the corresponding documents/details. Before uploading, the Bidder must select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click the "*browse*" button against each document label in the technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.

(vii) The Bidder shall thereafter be required to click "*Encrypt*" for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC (Digital Signature) of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the Bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned Bid openers only.

(viii) After successful submission of e-Bid documents, a page giving the summary of e-Bid submission will be displayed confirming the end of e-Bid submission process. The Bidder shall be able to take a printout of the Bid summary using the "print" option available in the window as an acknowledgement for future reference.

9 Eligibility Criteria for Bidders

9.1 Each Bidder shall be a single business entity ("**Bidder**"). No consortium shall be allowed to submit a Bid. For the purposes of this RFP, the term "single business entity" shall mean:

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

Contractors, traders, middlemen, distributors, dealers, agents and / or any individual or legal entity that is not a Bonafide manufacturer, are strictly prohibited from participating in the Tender Process.

Note for MSEs and Startups:

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

9.2 The Bidders are required to submit the following 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.

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

S. No.	Category	Eligibility Criteria	Supporting documents
1	Financial Status	The Bidder must have an average annual turnover of INR 50,00,000/- (Indian Rupees Fifty Lakhs Only) in the following three financial years: (i) 2022-23, (ii) 2023-2024 iii) 2024-25	A certificate from a practicing Chartered Accountant (CA). For each of the financial years 2022-23, 2023-24 and 2024-25, the Bidder shall submit a certificate from a practicing-Chartered Accountant (CA)
2	Market Presence	The supplier should have its own brand and should be marketing under the same brand name in the Market	Relevant certificate/Self-declaration form certifying the same must be submitted.
3	Production Capacity	The manufacturer should have minimum license capacity to manufacture 20 KL per day as per BIS specifications amended upto date	Documentary proof of manufacturing capacity must be submitted. An undertaking confirming that unit can manufacture 20 KL Packaged Drinking Water per day.

4	Regulatory and Compliance Requirements	Various requisite documents	a) Valid license under the Food Safety and Standards Act, 2006 for manufacturing of Packaged Drinking Water (with added minerals) b) Goods and Services Tax (GST) Registration Certificate. c) PAN Card Copy. d) General power of attorney given by the organisation to sign papers and documents etc. along with ID proof of the concerned person e) The Supplier shall submit the certificate of Accredited Certification (ISO, HACCP, ISI, BIS etc.) as applicable f) Proof of Earnest Money Deposit g) MSEs and Startups must submit: (i) Udyam Registration Certificate (in case of an MSE); or a certificate of recognition from Department for Promotion of Industrial and Internal Trade (DPIIT) (in case of a startup); and (ii) a EMD exemption declaration accepting that if they withdraw or modify their bids during period of validity, they will be suspended/blacklisted for a period of one year.
5	Legal and Financial Declarations	Various requisite documents	A declaration on Non-Judicial Stamp Paper of INR 100/- (Indian Rupees one hundred only) stating that the Bidder or its directors / partners: Have not been declared willful defaulters by any bank/financial institution under RBI Guidelines. Have not been classified as non-performing assets (NPA). Are not undergoing insolvency proceedings under the Insolvency and Bankruptcy Code, 2016.

			A declaration on Non-Judicial Stamp Paper of INR 100/- (Indian Rupees one hundred only) stating that: • The Bidder has not been blacklisted or debarred by any “Government Authority”. • The Bidder has not been convicted for offences related to food adulteration, manufacturing of substandard food or violation of food safety regulations by any court, tribunal, quasi-judicial or administrative authority, or any other legal body with legal jurisdiction over such matter.
6	Acceptance of Terms and Conditions	-	The Bidder shall submit a self-declaration of acceptance of all terms and conditions of this RFP.

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

10.2 Failure to comply with the 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) Bidder shall ensure strict compliance with the Eligibility Criteria.

10.3 Validity of bids

- (i) Bids shall remain valid till the expiry of 90 (ninety) days from opening of the Bids. MARKFED reserves the right to reject any Bid valid for a shorter period.
- (ii) If required, MARKFED may solicit the Bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder may refuse the request and MARKFED shall not forfeit his/her EMD. A Bidder granting the request shall not be permitted to modify its Bid.
- (iii) MARKFED reserves the right to annul the Tender Process, or to accept or reject any or all the Bid(s) in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
- (iv) MARKFED may, at its own discretion, extend the date for submission of proposals.
- (v) Conditional & incomplete bids to tenders shall not be accepted and shall be deemed void ab initio.

10.4 Earnest Money Deposit (EMD) and Security Deposit

- (i) The Technical Bid shall be accompanied by an Earnest Money Deposit ("EMD") of **INR 1,60,000 (Indian Rupees One Lac Sixty Thousand only)**, adjustable towards the security deposit (in accordance with Clause 10.4(ii) below), which shall be submitted online through the e-payment gateway only.
- (ii) The Selected Bidder shall, within 08 (eight) days of receiving the LOA, be required to furnish a security deposit through RTGS/NEFT for an amount equivalent to 5% (five percent) of the 'allotted contract value' (the security deposit payable by each Selected Bidder under this Clause 10.4 (ii) shall be the "Security Deposit"). Exclusively for the purposes of this Clause 10.4 (ii), the 'allotted contract value' shall be calculated on the per pack (i.e 250 ml & 1 Ltr.) price quoted by the Selected Bidder (and in the event there are 2 Selected Bidder(s), then the lower of the two prices quoted in their respective Financial Bids shall be considered) in its Financial Bid multiplied by an assumed quantity of total Product to be delivered during the undertaking of the Project of **18 lakh bottles of 250 ml and 5 lakh bottles of 1 ltr.** (as may be divided between the Selected Bidder(s) at MARKFED's option) for the duration of the Contract.
- (iii) Any delay in the submission of the Security Deposit shall lead to the imposition of the damages detailed in *Annexure C*.
- (iv) No interest shall be paid on the EMD or the Security Deposit submitted by the Selected Bidder.
- (v) The Security Deposit shall be released by MARKFED no later than the date falling 4 (Four) months after the expiry of the Contract, and shall be kept valid until such date.
- (vi) MARKFED is not responsible for delay in EMD refund of unsuccessful bidder due to e-proc (NIC) portal system.
- (vii) The EMD shall be forfeited 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 C* that the EMD is forfeited in accordance with the terms therein;
- d) If a Bidder is found to have made misleading or false representations in the forms, statements and attachments submitted in its Bid;
- (viii) The Security Deposit of the Selected Bidder shall be forfeited in 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.
- (ix) The recognized Micro and Small enterprises (MSEs) and Startups are exempted from payment of Bid Security i.e. EMD, Subject to submission of valid registration /Udyam certificate verified by the General Manager, District Industry Center of the concerned district, confirming the unit's location within Punjab and its MSE status or registered Startup with Department of Industries and Commerce, Government of Punjab and must submit a Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity, they will be suspended/blacklisted for a period of one year as per clause no. 19 of the RFP.

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

No Bidder shall be exempted from submitting the EMD and / or the Security Deposit (except MSEs and Startups registered and operational in Punjab only), for any reason whatsoever

10.5 Deviations

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

10.6 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 2 stages.
 - a) Stage 1: 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.

b) Stage 2: Evaluation of the Financial Bids of the Qualified Bidder(s), i.e., the Bidders found eligible in stage 1 evaluation.

(ii) During process of evaluation of the Bids, MARKFED may, at its discretion, ask Bidders for clarifications on their Bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification, failing which the MARKFED shall make its own reasonable assumptions at the total risk and cost of the Bidder and the Bid may be rejected.

10.8 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 Those Bidders whose Bids are found to be responsive and who are found to meet the Eligibility Criteria ("**Qualified Bidders**"), shall qualify for the next stage of evaluation, i.e., Financial Bid evaluation.

10.10 Financial Bids

(i) The second stage shall be the evaluation of the Financial Bid of Qualified Bidders.

(ii) The Bidder is required to quote Freight on Road (F.O.R.) rate per 250 ml and 1ltr packing (under SOHNA brand) exclusive of GST & inclusive of packaging material and any other charges & taxes etc. for delivery anywhere in Punjab, Chandigarh strictly as per the specifications laid down.

(iii) In the event that the date for Bid opening falls on a Saturday, Sunday, or a public holiday, the Bids shall be opened on the next working day without any further notification.

(iv) The Qualified Bidder that submits the most competitive quote shall be termed as L-1 Bidder. The Qualified Bidder that has submitted the second-most competitive quote shall be the L-2 Bidder, and so on.

vi) The prices/rates quoted by the Bidder shall remain firm (fixed) during the period of Contract and shall not be subject to any variation on any account. A Bid submitted with variable price quotation will be treated as non-responsive and hence, shall be liable to be rejected.

vii) The terms and conditions detailed in this document are part of the terms and conditions of e-tender. The successful bidder shall execute agreement with Markfed Vanaspati & Allied Industries Khanna on non-judicial stamp paper on the said terms.

11 Disqualifications

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

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

12 Issue of Letter of Award (LOA)

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

13 Signing of Contract

The Selected Bidder shall sign the Contract with MARKFED within 15 (fifteen) days of the issuing of the LOA. After signing of the Contract, no variation or modification in the terms of the Contract shall be made except by mutual written amendment signed by both the Parties.

This RFP, along with each of its annexures, shall form an integral part of the Contract, and shall be legally binding on each of the parties to the Contract. The Selected Bidder shall be required to adhere to the conditions laid down in this RFP. Further, each of the annexures to this RFP shall be deemed to form part of the RFP.

14 Indemnification/Fraud/Corruption / Malpractices

- 14.1 All the Bidders must observe the highest standards of ethics throughout the Tender Process and the

Contract period.

14.2 For any deficiency in quality standards of Packaged Drinking Water (with added Minerals) or any deviation from compliance of the statutory rules governing package declarations, Supplier shall fully undertake to secure and indemnify Markfed from the loss/ damages if any. Markfed shall also be entitled for recovery of damages on account of lowering the reputation on account of supplying poor quality of the Packaged Drinking Water (with added Minerals).

14.3 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.

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

14.5 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 Bider shall ensure that while executing the Project, all the details and information exchanged are kept confidential.

16.3 During the execution of the Project except with the prior written consent of MARKFED, the Selected Bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, including the terms of the Contract.

16.4 The Selected Bidder shall be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure,

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

17. No Employee-Employer Relationship

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

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

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

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

18 Termination of Contract

18.1 Termination of Contract for Default

- i) If the selected bidder fails to deliver and perform any or all the services within the period(s) specified in the contract, or within any extension thereof granted by the MARKFED or if the selected bidders fail to perform any other obligation(s) under the contract.
- ii) In the event the maximum liquidated damages payable as per *Annexure C* is reached, MARKFED shall have the right to terminate the contract.
- iii) A failure to replace the stock of the Product shall entitle MARKFED to terminate the Contract and recover damages as per *Annexure C*.
- iv) The Selected Bidder shall be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, MARKFED reserves the right to terminate the contract.

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 Supplier(s), which notice of termination shall refer to this clause. Upon receipt of the notice of termination under this Clause, the Selected Supplier(s) shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as MARKFED may specify in the notice of termination for the sole purpose of protecting that part of the services already executed. Any leftover packaging material shall be procured to the tune already approved by MARKFED authorized representative. Any additional/extra packaging material shall be destroyed by the supplier at its own cost. MARKFED shall be at liberty to procure any additional leftover material after termination at its own discretion. No additional compensation, damages or amounts of any nature shall be payable to the Selected Supplier(s) from MARKFED on account of any termination by MARKFED pursuant to this Clause.

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 supplier, incorporating the reasons for blacklisting based on the recommendations of the Project Steering Committee.
- (iii) The bidder may either give his response in writing or through personal hearing if allowed by the Managing Director, MARKFED.
- (iv) On receiving the response in writing or through personal hearing or on expiry of period of show cause notice, whichever is earlier, the Managing Director, MARKFED shall take a decision and pass a speaking order on the blacklisting of the bidder and communicate the same to the blacklisted bidder.
- (v) If the Bidder is dissatisfied with the decision made by the Managing Director, MARKFED, the Bidder may proceed as per clause no. 20.

20. Dispute Resolution

20.1 The Arbitration shall be conducted by a Sole Arbitrator to be appointed as hereinafter provided and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory modification thereof, as applicable from time to time.

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 days from the date of receipt of request for appointment of an Arbitrator from the contractor/agency and/or MARKFED is received by the Managing Director, MARKFED. On arriving at a consensus on the name of the Sole Arbitrator, both the parties to the dispute shall execute an agreement in writing duly waiving the applicability of sub-section (5) of Section 12 of the Arbitration and Conciliation Act, 1996. Notwithstanding the above, it is clarified that no person who is presently the employee of MARKFED or is a consultant or an advisor of MARKFED shall, in any event, be eligible to be appointed as an Arbitrator.

20.3 The language of arbitration shall be English.

20.4 The stamp fee due on the award shall be payable by the party as directed by the Sole Arbitrator and, in the event of such party's default, stamp fee shall be recoverable from any other sum due to such party under this or any other contract.

20.5 The seat of the arbitration shall be Chandigarh, but the venue of arbitration can be fixed with mutual consent of the parties and the Sole Arbitrator. In case no consent can be arrived at, the decision of the Sole Arbitrator shall be final and binding with regard to the venue of arbitration.

20.6 The Courts at Chandigarh shall have exclusive jurisdiction over the disputes arising under the present contract agreement, to the exclusion of all other courts.

20.7 The laws of India shall apply to arbitration proceedings and also to the court proceedings.

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

Annexure A**Specifications for Packaged Drinking Water (with added Minerals)**

Sr. no.	Parameters	Requirements agreeable	Reference
Chemical Parameters			
1.	Odour	Agreeable	IS:3025-Pt-5
2.	Turbidity, NTU, Max	2	IS:3025-Pt-10
3.	Total Dissolved Solids (TDS), mg/l, max	500	IS:3025-Pt-16
4.	PH	6.5-8.5	IS:3025-Pt-11
5.	Chloride (as Cl), mg/l max	200	IS:3025-Pt-32
6.	Alkalinity (as HCO ₃), mg/l max	200	IS:3025-Pt-23
7.	Calcium	75	IS:3025-Pt-40
8.	Magnesium (as Mg), mg/l max	30	IS:3025-Pt-46
9.	Nitrate (as NO ₃), mg/l max	45	IS:3025-Pt-34
10.	Iron (as Fe), mg/l max	0.1	IS:3025-Pt-53
Microbiological Parameter			
11.	Aerobic microbial count @ 37oC	20Cfu/ml	IS:5402
12.	Aerobic microbial count @ 22oC	100Cfu/ml	IS:5402
13.	E-coil & Coliforms	Absent	IS:5887 Pt-1
14.	Yeast and Mould	Absent	IS:5403
15.	Pseudomonas aeruginosa	Absent	Annex D of IS 13428
16.	Sulphite Reducing Anaerobes	Absent	Annex D of IS 13428

Nutritional contents shall confirm to the following specifications:

Sr. No.	Description	Value per 100 ml
1	ENERGY	0 Kcal
2	CARBOHYDRATE	0 g
3	SUGAR	0 g
4	PROTEIN	0 g
5	FAT	0 g
6	SODIUM	0.3 mg
7	MAGNESIUM	0.1 mg

ESSENTIAL COMPOSITION AND QUALITY FACTORS

-Packaged Drinking Water (With added Minerals) shall be free from abnormal flavors, odours, coloring matter and preservatives.

- Packaged Drinking Water (With added Minerals) shall comply with all the guidelines issued both by the FSSAI and BIS
- The product specifications should be as per reference IS 14543:2016.

ANNEXURE B

**SPECIFICATIONS OF PACKING MATERIAL FOR
PACKAGED DRINKING WATER (WITH ADDED MINERALS)**

1. Size : 1 ltr& 250 ml
2. Name of Product : Packaged Drinking water (With added Minerals)

-Product will be in Pet Bottle.

3. Specifications

Description	Packaged Drinking Water 1 ltr	Packaged Drinking Water 250 ml
Preform Weight	22 gm ($\pm$ 0.5 gm tolerance)	11 gm ($\pm$ 0.3 gm tolerance)
Preform Grade	Food Grade plastic (A Grade)	Food Grade plastic (A Grade)

If the printing of the material is not as per the design supplied to the party including colour combination the same shall be rejected.

If the sealing and labeling are not found proper, the product shall be rejected.

- 4.. Design : To be provided by Markfed and before manufacturing the packing material, the same is to be got approved from Markfed Vanaspati & Allied Industries, Khanna.
5. Printing : In 3colours as per design & colour combination approved by Markfed.

ANNEXURE C

Service Level Agreements

1. SLA & Liquidated Damages for Non-Compliance

Sr. No.	Activity	Target / Service Level	Liquidated Damages (LD) for Delay/Non-Compliance
1.	Submission of Security Amount & Contract Signing	Within 15 days of issuance of LOA	INR. 2000/- per day for delays beyond 15 days; if delay exceeds 21 days, the Contract may be cancelled, EMD forfeited, and actions under the Punjab Transparency in Public Procurement Act, 2019, may follow.
2.	Quality Compliance	Ensure compliance with FSSAI norms and MARKFED specifications as mentioned in <i>Annexure-A</i> in RFP	Non-compliance shall cause the Selected Bidder to incur INR. 10,000/- in liquidated damages per instance, with a 7-day deadline for replacement. Non-compliance of quality parameters for second time may invoke action as per clause no. 7.4 and Clause 19 (<i>Blacklisting</i>).
3.	Weight Compliance	Maintain product weight as per MARKFED standards as mentioned in <i>Annexure-B</i> in RFP	Non-compliance shall cause the Selected Bidder to incur INR 5,000/- in liquidated damages per instance. Non-compliance of the same for third time may lead to the termination of the Contract, forfeiture of Security Deposit, and further action.
4.	Packaging & Labelling	Adhere to packaging specifications (<i>Annexure B</i>)	Non-compliance shall cause the Selected Bidder to incur INR. 1,000/- in liquidated damages per instance. The Selected Bidder may be required to provide replacements at its risk and cost.
5.	Quality Control & Inspection	Testing as per MARKFED SOPs	Non-compliance shall cause the Selected Bidder to incur INR. 2,000/- in liquidated damages per instance. Non-compliance of quality parameters for second time may invoke action as per clause no. 7.4 (Consequences for Quality Complaints)
6.	Timely Delivery	As per MARKFED directives	Action as per Clause 6.2(v) (<i>Delivery Terms</i>).