MARKFED HEAD OFFICE, PLOT NO. 4, SECTOR 35 B, CHANDIGARH

TERMS & CONDITIONS FOR PURCHASE OF SOYA NUGGETS

Soya Nuggets: Quantity to be purchased 80 MT

Quantity to be purchased can be increased/decreased by 25% and it should be at the sole discretion of Markfed. Supplies shall be made strictly as per delivery schedule given by Markfed.

TENDER FORM FEE: Rs 590/- (Including GST)

PROCESSING FEE: As per E-Tender Website.

The Tender form fee, E.M.D. and processing fee should be deposited online/E-payment mode only. No other mode will be accepted.

Schedule Time		**Date and Time**
Last Date and time for submission of Bids	**:**	27.07.2026 till 11.30 AM
Date and time for opening of Bids	**:**	27.07.2026 at 3.00 PM
The bids will be opened at	**:**	Committee Hall, Ground Floor, The Punjab State Co-op. Supply and Marketing Federation Ltd." Markfed House", Plot No. 4, Sector 35-B, Chandigarh.

- The E-Tender shall be opened in the presence of the suppliers, who may wish to be present.
- The e-tender shall be received as per two bid system i.e. TECHNICAL BID & FINANCIAL BID. In case of failure of sample, the party can be technically disqualified and financial bid of party shall not be opened. The financial bid of only those bidders, who qualify in the technical bid shall be opened.

1. E-tender is hereby invited for the purchase of SOYA NUGGETS by Markfed.
2. The product to be covered under this would be SOYA NUGGETS in 10 Kg bulk packing.
3. SPECIFICATIONS OF SOYA NUGGETS:

i.	Protein	:	Min 52%
ii.	Total Fat	:	Max 1%
iii.	Crude Fibre	:	Max 3.5%
iv.	Moisture	:	Max 7%
v.	Ash	:	Max 6.5%
vi.	Acid insoluble	:	Max 0.3%
vii.	Color	:	Yellowish to Brownish yellow
viii.	Smell & Taste	:	Typically Soya
ix.	Water absorption	:	2 to 3 parts
x.	Particle size	:	2 to 7 mm

Microbiological Parameters:

i.	Total Bacterial Count :	50000 cells/gm max.
ii.	Total coli form Count :	10 cells/gm max
iii.	E. Coli :	Nil

4. SAMPLE & TEST REPORT:

The bidder should submit three (03) samples of 500 gms. of Soya Nuggets along with test report before submission of Technical bid with Tender Allotment Committee/Marketing Branch, Markfed House, Plot No. 4, Sector 35-B, Chandigarh-160022. Technical bids of the party can be disqualified if sample found is not as per specification laid down by Markfed.

5. PACKAGING

The supplier shall supply SOYA NUGGETS in 10 Kg. master packing in HDPE/PP Packs with liner inside. Packing material should be of edible food grade material.

6. PRICE

The supplier shall quote the per Kg. price of SOYA NUGGETS inclusive of all the costs on F.O.R basis (excluding GST) Markfed Canneries, Chuharwali, Jalandhar. The supplier while supplying goods shall issue tax invoice for GST and other taxes as applicable.

7. PAYMENT TERMS

Markfed would make payment within 15 days of supply of products at Markfed Canneries, Jalandhar for which party shall submit the invoices at Markfed Canneries, Jalandhar. Markfed will deduct TDS on GST bills as per notification issued by GST authorities.

8. DELIVERY

The supplier shall deliver the consignment at Markfed Canneries, Chuharwali, Jalandhar within 5 days of the placement of confirmed order by Markfed. Failure to supply the stocks in time will provide right to Markfed to reject the price bid of seller and material shall be purchased at the risk and cost of the supplier.

9. PENALTY ON ACCOUNT OF QUALITY COMPLAINT.

   Penalty clause: In case the product is found below specifications, and any complaint regarding poor quality of the product is reported from the market, the party shall have to immediately replace the stock at its own expenses not later than seven days. In case the party fails to replace the product, 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 and Markfed shall purchase the product on risk and cost of the party. Further, in case, quality complained stocks get re-circulated in the market, then Civil and Criminal proceedings shall be initiated against the party. If quality complaint of the outsourced product is received for the second time, then Manager, Markfed Canneries, Jalandhar shall out rightly proceed for black listing of the supplier and the party shall not be eligible to participate in Markfed tender for two years.

10. The detailed general terms for purchase of Soya Nuggets are attached at **ANNEXURE "A"**.

ANNEXURE "A"
GENERAL TERMS FOR PURCHASE OF SOYA NUGGETS

The financial bid of only those bidders, who qualify in the technical bid, shall be opened. The bidder shall not qualify in the technical bid will be out rightly rejected.

1. The technical bid should be accompanied with EMD of Rupees One Lac (Rs. 1,00,000/-) which shall be deposited online through e-payment gateway only. The successful bidder shall deposit a security for an amount equivalent to 5% of the allotted contract value with "Markfed Canneries" within seven working days from the award of the contract through RTGS/Bank Guarantee, otherwise earnest money deposit, will be forfeited besides invoking of relevant clauses.
2. Rates should be quoted F.O.R Markfed Canneries, Village Chuharwali, District Jalandhar & GST as applicable (if any) shall be paid extra.
3. Rates shall be valid and irrevocable for 90 days from the date of opening of tender and deferred supply schedule will be provided to the party stipulating that after the acceptance of the rates, Markfed can take the supplies upto 3 months delivery schedule.
4. Earnest Money (EMD) of the successful candidate shall be adjusted against the security amount. EMD of unsuccessful bidders shall automatically be refunded in the respective bank accounts from whom it was paid within 10 days from the award of contract.
5. No interest shall be paid on Earnest Money Deposit / Security amount.
6. Weighment will be carried out in Markfed premises and on Markfed's weigh bridge and weigh arrived at Markfed weigh bridge will be final for payment in the presence of the suppliers or his authorised representative who may wish to be present.
7. Inspection of material will be carried out in the factory premises at the time of receipt of the Soya nuggets in the presence of the supplier or his authorized rep. (if present) and If Soya nuggets received in the plant are not as per specifications, then material shall be out rightly rejected and the same will be lifted back by the supplier within 15 days at their risk and cost. If supplier fails to lift back the substandard material, then Markfed reserves the right to dispose of the substandard material at the risk and cost of supplier. However, TAC shall also collect the samples of the Soya Nuggets for visual inspection for testing as per Markfed specification before the tender bid. If the material received is not as per our specifications, then supplier shall lift the rejected material at his risk and cost.

8. Supplies will be made strictly as per delivery schedule given by Markfed. In case failure to supply the material as per delivery schedule then Markfed reserve the right to purchase the material at the risk and cost of the supplier from open market.
9. In case of a supplier, who is exempted from depositing the EMD fails to supply as per the delivery schedule, Markfed shall reserve the right to purchase the soya nuggets at the risk and cost of the govt. Supplier and govt. Supplier shall be blacklisted for a period of two years.
10. The samples submitted by the bidder may be subjected to physical screening or other chemical tests as per FSSAI standards & specifications mentioned in the tender for which decision of Markfed will be final.
11. During screening and even later on and at any stage, if documents of any firm are found to be fake / forged, the firm will be black listed for participation in any of the tenders invited by Markfed and the stocks will be purchased at his risk & cost.
12. No conditional offer / tender will be accepted.
13. Markfed reserves the right to accept/reject any or all bids without assigning any reason.
14. Security shall be released after successful completion of contract.
15. If the date of opening of price bids happens to be holiday, then the bids will be opened on the next working day without giving any separate notice.
16. Corrigendum/addendum/ corrections if any will be published on the Markfed website only.
17. The department shall not be responsible if it is not possible to upload/submit the tender online due to any fault or malfunctioning of the internet/e-tender site.
18. The party will raise invoices for the products supplied to Markfed including GST on F.O.R. basis at Markfed Canneries, Jalandhar. All Govt. taxes/levies as applicable would be deducted from the payment. Markfed reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTIN system. This shall be ensured by the supplier that the invoice raised by him during a month is approximately reported in the GST returns of the said month. The party shall ensure that the invoice to be raised with Markfed is complete with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming ITC by Markfed.

Markfed reserves the right to claim from the party any amount of tax, interest, penalty and litigation cost, if any, that may be incurred/accrue in future due to GST reporting/compliance mistake(s) on part of the party.

19. No exemption from payment of EMD shall be granted except to Micro & Small enterprises (MSEs) and startups recognized by the Department of Industries and commerce, Govt. 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 & Commerce, govt of Punjab. An exempt bidder shall submit a Bid Security Declaration in the format prescribed at **ANNEXURE "B"**, undertaking and acknowledging that, in the event of withdrawal or modification of its Bid during the period of Bid validity, refusal to accept the Letter of Acceptance, failure to execute the Agreement, or failure to furnish the prescribed Security Deposit within the stipulated period after acceptance of its Bid, it shall be liable to suspension from participation in future procurement processes of MARKFED for a period of one (1) year, without prejudice to any other rights or remedies available to MARKFED under the Tender Document, the Contract or applicable law. No other exemption in the eligibility criteria shall be available to Micro and Small Enterprises (MSEs) or Startups. In case a bidder fails to submit the prescribed Earnest Money Deposit (EMD) along with its Bid without a valid claim for exemption under the Tender Document, its Bid shall be rejected.

20. Offence and Penalties.

(1) Whoever, -

a. interferes with or influences any procurement process with the intention of security any wrongful gain or undue advantage for any prospective bidder or bidder; or

b. interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder;

c. engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or

d. intentionally influences any procuring entity or any officer or employee thereof or willfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or

e. engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or

f. engages in any form of bid-rigging, collusive bidding or anti-competitive behavior in the procurement process ; or

g. intentionally beaches confidentiality referred to in section 44 for an undue gain,

shall be punished with imprisonment for a term which may extend to seven years and shall also be liable to fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

(2) A bidder who;-

a. withdraws from the procurement process after opening of financial bids; or

b. withdraws from the procurement process after being declared the successful bidder; or

c. fails to enter in to procurement contract after being declared the successful bidder; or

d. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid ground, shall in addition to the provision of section 26 be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

(3). Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under this Act, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

(4) In case the Soya Nugget is found below specification, and any complaint regarding quality of Soya Nugget is reported from the market, the supplier shall have to immediately replace the Soya Nugget at their own expenses not later than three days. The stocks under complaint shall be lifted back by the party and packing material of such stocks shall be cut and torn in the presence of Markfed representative to eliminate chances of its recirculation and the party shall ensure that these stocks are not repacked under SOHNA brand. In case such complaints of recirculation of stocks reoccur, the contract shall be terminated and proceedings for purchase at risk and cost

shall be initiated. In case of the failure of the supplier for replacement of Soya Nugget, 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 performance security.

Supplies shall be made strictly as per delivery schedule given by Markfed. In case the supplier fails to supply as per the delivery schedule, Markfed shall reserve the right to purchase the stock at the risk & cost of the supplier and EMD/bid security & Performance Security deposited shall be forfeited.

21. **OFFERING OF RATES;**

The Rates once offered/settled/negotiated shall not be withdrawn by the tenderer before the validity date. In the event of withdrawal, the earnest money/security of tenderer shall be forfeited and tenderer shall be debarred from participation in the next tender of Markfed and work allotted to the tenderer will be got executed from other party at his risk and cost. Conditional and incomplete tenders shall not be accepted.

22. **FORCE MAJEURE;**

(i) The Performance Security 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, riot, earthquake, fires due to a natural calamity, flood, epidemic/pandemic 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.

23. 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. 24.

24. Dispute Resolution

24.1 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.

24.2 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.

24.3 The language of arbitration shall be English.

24.4 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.

24.5 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.

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

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

24.8 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.

In case of any change in tender documents, the corrigendum/addendum will be uploaded only at www.markfedpunjab.com and eproc.punjab.gov.in. All the proceedings under the agreement or otherwise shall be within the jurisdiction of Chandigarh Court only.

I/we have read and understood all the Terms & conditions of the bid and all the Terms & conditions are accepted to me/us. I shall abide by the same.

Signature ______________________________

Name and address of the party with Stamp ______________________________

____

____

Ph./Mobile No. ______________________________

Email Address: ______________________________

ANNEXURE-‘B’

BID SECURITY DECLARATION
[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.

Sub: Request for EMD Exemption cum Bid Security Declaration for MSMEs and Startups.

Sir/Madam,

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

Tender Title: ____________________________________
Tender Reference No.: __________________________

We hereby declare that we are claiming exemption from payment of the Tender Document Fee and Earnest Money Deposit (EMD) for participation in the above-mentioned Tender in accordance with the provisions of the Tender Conditions and applicable Government policies/instructions.

We further declare that:

(i) We are a duly registered Micro or Small Enterprise (MSE) holding a valid Udyam Registration Certificate and are eligible for exemption under the applicable provisions of the Tender; or

(ii) (ii) We are a Startup duly recognized by the Department of Industries and Commerce, Government of Punjab, and are eligible for exemption under the applicable provisions of the Tender.

We enclose herewith the requisite documentary evidence in support of our claim for exemption, including a valid Udyam Registration Certificate duly verified by the General Manager, District Industries Centre (DIC) of the concerned district certifying our status as a Micro or Small Enterprise and confirming the location of our manufacturing unit within the State of Punjab, or documentary proof of valid Startup recognition issued by the Department of Industries and Commerce, Government of Punjab, as applicable.

We undertake that the information and documents furnished by us in support of the claim for exemption are true, correct and complete. We understand and agree that any false declaration, misrepresentation or submission of invalid documents shall render our bid liable to rejection and may attract such other action as may be permissible under the Tender Conditions and applicable law.

We further undertake and accept that, in the event of withdrawal or modification of our Bid during the period of Bid validity, refusal to accept the Letter of Acceptance, failure to execute the Agreement, or failure to furnish the prescribed Security Deposit within the stipulated period after acceptance of our Bid, we shall be liable to suspension from participation in future procurement processes of MARKFED for the period specified in the Tender Document or under applicable Government instructions, without prejudice to any other rights, remedies or actions available to MARKFED under the Tender Conditions, the Contract or applicable law.

We acknowledge that this declaration forms an integral part of our Bid and shall remain valid for the entire period of Bid validity and till the completion of all obligations arising out of the Tender, if awarded to us.

Date: ___________
Place: ___________

Authorized Signatory: ______________________
Name: ___________________________________
Designation: ______________________________
Name of Bidder: ___________________________
(Seal of the Firm/Company)