Notice Inviting Request for Proposals

PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN) Anaaj Bhawan, Sector-39C, Chandigarh.

Request for Proposal is invited for the empanelment of Fortified Rice Kernel (FRK) manufacturers for KMS 2024-25 to supply FRK to Rice Mills in Punjab through Online bids under two bid system. Bids can be submitted till 12:00 Noon on 21.10.2024 through https://eproc.punjab.gov.in. The Pre-Bid meeting is scheduled on 27.09.2024 at 11:30 AM and the technical bids will be opened on 21.10.2024 at 12:30 Noon, both at Conference Hall, Anaaj Bhawan, Sector 39/C, Chandigarh in the presence of prospective bidders who may wish to be present. The terms and conditions and other details are also available on http://foodsuppb.gov.in. The cost of the tender is Rs 1,00,000/- (non-refundable) inclusive of 18% GST. The date and time of opening of financial bids will be notified online to technically eligible bidders.

Note: Request for Proposal will be accepted through e-procurement portal only. Any further communication will be done through e-tendering site in the form of addendum/corrigendum.

MANAGING DIRECTOR, PUNGRAIN



PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (PUNGRAIN)

(A State Government Undertaking)

Regd. Office: Anaaj Bhawan, Sector 39-C, Chandigarh - 160036

REQUEST FOR PROPOSAL

EMPANELMENT OF FRK MANUFACTURERS FOR THE SUPPLY OF FORTIFIED RICE KERNELS (FRKs) WITH THREE MICRONUTRIENTS (IRON, FOLIC ACID & VITAMIN B12) IN 25 KG BAGS DURING KMS 2024-25 TO THE RICE MILLERS OF PUNJAB FOR THE FORTIFICATION OF CUSTOM MILLED RICE TO BE DELIVERED TO FCI UNDER CENTRAL POOL.

COST OF APPLICATION FORM: Rs 1,00,000/-

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PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (PUNGRAIN)

(A STATE GOVERNMENT UNDERTAKING)

ANAAJ BHAWAN, SECTOR 39-C, CHANDIGARH - 160036

1. TENDER TIMELINE

| S | Item | Timeline |
|-----|---|---|
| No. | | |
| 1 | Bid Publication Date | 19.09.2024 |
| 2 | Bid submission start date and time | 19.09.2024 at 02:00 PM |
| | B | Date: 27.09.2024 at 11.30 AM |
| 3 | Pre-Bid Meeting | Place: Committee Room of Anaaj |
| | | Bhawan, Sector 39-C, Chandigarh |
| 4 | Last Date and Time for submission of online Bids | 21.10.2024 at 12:00 Noon |
| 5 | Technical Bid Opening Date and Time (Qualification and Eligibility Stage) | 21.10.2024 at 12:30 PM |
| 6 | Price Bid Opening Date and | Date Time & Venue would be notified |
| | Time (Financial Bid Stage) | to eligible bidders |
| 7 | Place of Tender Opening | Conference Hall, Anaaj Bhawan, 1st Floor, |
| | | Sector 39-C, Chandigarh 160036 |

2. TENDER DETAILS

| S. No | Item | Description |
|----------|-----------------|---|
| 1 | Department Name | Punjab State Grains Procurement Corporation Ltd. (PUNGRAIN), |
| 2 | District | (23) districts in the State of Punjab |
| 3 | Divisions | (05) Divisions |
| 4 | Contract Number | PUNGRAIN/RICE/FRK/19/09/2024 |
| 5 | Subject | Empanelment of FRK manufacturers for the supply of fortified rice kernels (FRKs) with three (3) micronutrients (iron, folic acid and vitamin B12) in 25 kg bags during KMS 2024-25 to rice millers of Punjab for fortification of CMR to be delivered to FCI under central pool |

| 6 | Period of contract | He to milling notical for VMC 2024-25 | |
|----|---------------------------------------|--|--|
| 6 | Period of contract | Up to milling period for KMS 2024-25 as allowed by DFPD, GOI | |
| 7 | Form of Contract | Empanelment of FRK Manufacturer for supply of FRK for delivery of Fortified Rice to FCI as per guidelines issued by DFPD, GOI | |
| 8 | Tender Type | Open | |
| 9 | Tender Category | Goods (Type of goods: consumables) | |
| 10 | Tender Fee and EMD | Tender Fee: Rs 1,00,000/- EMD: Rs 1000/- Per MT for Quantity offered by the Bidder | |
| 11 | Security Deposit | 5% of value of quantity allocated | |
| 12 | EMD – Mode of Payment | The EMD shall be transferred through Net Banking /NEFT /Direct Debit Facility through Debit or Credit Card /RTGS through system generated Challan. The details shall be entered while submitting the technical tender in e-procurement portal. | |
| 13 | Volume of Work | Supply of fortified rice kernel (FRKs) with three (03) micronutrients in 25 kg bags as indicated in Tender Document. | |
| 14 | Bid validity | 90 days from the date of opening of bids on the e-procurement platform. | |
| 23 | Tender Inviting Authority | Managing Director, Pungrain or any officer authorized by MD, Pungrain. | |
| 24 | Address | Head Office: Anaaj Bhawan, Sector 39-C, Chandigarh 160036 | |
| 25 | Contact Details/ Telephone, E-Mail ID | Sh. Ajaiveer Singh Sarao, Additional Director Email: ricebranch.fcs@punjab.gov.in Ph. 09779700100 | |

EMPANELMENT OF FRK MANUFACTURERS FOR SUPPLY OF FORTIFIED RICE KERNEL (FRKs) WITH THREE (03) MICRONUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 25 KG BAGS FOR FORTIFICATION OF RICE BY THE FRK MANUFACTURERES.

The Prime Minister of India launched the POSHAN Abhiyan with an overarching objective of reducing stunting, under-nutrition, anemia, and low birth weight cases in India. Recognizing that milled rice often lacks essential micronutrients due to processing, fortification has been adopted as a culturally fitting and economical approach to replenish these vital vitamins and minerals lost during milling. In accordance to this, the Government of India has decided to distribute fortified rice through all government schemes and accordingly issued directives for the fortification of Custom Milled Rice (CMR) delivered to the central pool, starting from KMS 2020-21. This initiative aims to progressively cover the entirety of CMR delivered to the central pool.

In alignment with the objectives of the Government of India, Punjab has proactively implemented food fortification as a cost-effective strategy to enhance the health and nutrition of women and children, and to address micronutrient deficiency. State Procuring Agencies (SPAs), namely PUNGRAIN, PUNSUP, MARKFED, and PSWC, in Punjab procure paddy under the central pool for the delivery of Fortified Rice (FR) to the Food Corporation of India, in accordance with the targets set by the Government of India during the Kharif season each year.

The Fortified Rice Kernels (FRK), key ingredient in rice fortification, are produced by blending rice flour with a nutrient-rich premix and extruding the mixture. While these kernels resemble regular rice, they contain added micronutrients. When combined with non-fortified rice (1% FRK of FR by weight), they yield Fortified Rice, virtually indistinguishable in taste, aroma, and texture, making it suitable for regular consumption. The Fortified Rice Kernels (FRK) production facility is like any other food processing facility. All standard manufacturing, quality-control, and food-safety guidelines should be followed during FRK production. Guidelines on Good Manufacturing Practices (GMPs) should be mandatorily followed during Fortified Rice production. The manufacturing and food safety practices must comply with all the statutory and regulatory guidelines of FSSAI as provided in the FSS Act, 2006 and Regulations and amended from time to time and notified by GOI. The Government of Punjab aims to ensure quality and on time delivery timeline of FRK to rice millers.

1. SCOPE OF WORK: -

1.1. GOI during current Kharif Season KMS 2024-25 has fixed the target for delivery of nearly 124 LMT of Fortified rice in the central pool. The paddy procured by the State Procuring Agencies in the state is likely to be stored with about 5100 mills in the state in joint custody of the SPA concerned as allocation of paddy to mills governed by Custom Milling Policy (CMP) 2024-25 issued by the State. Keeping in view, the paddy stored with each mill and target fixed by GOI, the target of Fortified rice to be delivered by each mill would be fixed by the Department of Food Civil Supplies and Consumer Affairs, Govt. of Punjab. The delivery schedule for millers as per CMP 2024-25 is as follows:

| Month | Progressive %age of FR to be delivered |
|---------------------|--|
| Up to 31st December | 35% |
| Up to 31st January | 60% |
| Up to 28th February | 80% |
| Up to 31st March | 100% |

1.2. The Punjab State Grains Procurement Corporation Ltd (here in after referred to as Corporation or through its abbreviation PUNGRAIN) invites tenders on behalf of all SPAs from FRK manufacturers to supply Fortified Rice Kernels (FRKs) to rice mills allotted to SPAs for KMS 2024-25 for fortification of CMR Rice as per FSSAI Standards. The FRK shall be fortified with Three (03) Micronutrients- Iron, Folic Acid & Vitamin B12 & supplied in 25 Kg Bag directly to the rice millers. The Fortified Rice Kernel (FRK) Manufacturers from all over India are eligible to participate in the e-Tender to be conducted by **PUNGRAIN** through Punjab e-Procurement portal i.e., https://eproc.punjab.gov.in. The quantity of FRK which has to be supplied to the rice mills during KMS 2024-25 (from 01.12.2024 to 20.03.2025) allocated by Government of Punjab for undertaking milling of CMR paddy procured by SPA's, is tentatively 2.50 LMT. The quantity and destination are indicative, which may vary depending upon the actual storage of paddy in rice mills as per the requirement/demand. Ensuring timely delivery of FRK with the highest quality is the core objectives of this tender.

1.3. The procedure for enrolment and registration of FRK Manufacturer, terms, and conditions for supply of FRK is detailed below. However, PUNGRAIN reserves the right to issue amendment/clarifications as & when required, by way of corrigendum which will be uploaded on the website for https://eproc.punjab.gov.in or http://foodsuppb.gov.in for the information of participants. No individual information will be given in this regard.

2 ELIGIBILITY / PREQUALIFICATION CONDITIONS

2.1. To be eligible for evaluation of the Proposal, the Bidder shall fulfil the following Minimum Eligibility Criteria:

| S. No. | Minimum Eligibility Criteria | Proof to be submitted |
|-----------|---|---|
| 1. | Bidder must be a company/proprietorship/partnership firm/Cooperative/other corporate body registered for this purpose under any Law/Act of Govt. of India. | Certificate of Incorporation/ Registration along with copy of partnership deed, memorandum and article of association or other documents in support of constitution. |
| 2. | Bidder should fulfill all the quality parameters prescribed by Government of India vide letter no 36-5/2018-QCC dated 06.02.2023 and should have exemplar or exemplar grading (minimum 45 score). | Self-certified checklist prescribed at Annexure II |
| 3. | Bidder should be registered in FoRTrace within FOSCOS FSSAI | Attach valid FSSAI license as on date of tender |
| 5. | Bidder should have machinery for manufacturing of FRK as per IS 17853:2022, IS 10500:2012 and IS 17782:2021 with operational production capacity of minimum 10 MT/per day | (i) Undertaking for compliance of BIS signed by authorized signatory as per the format prescribed in Annexure – III (ii) Production Capacity with details of planted machinery with capacity of each machine certified by Chartered Accountant with UDIN as per the format prescribed in Annexure - IV |

| 6. | Bidder should have valid quality certification such as ISO:22000. | Valid Quality Certificate to be attached |
|----|---|--|
| | | |
| 7. | Bidder should be registered with | Attach GST certificate |
| | GST Authorities in India | |
| | | |
| 8. | Bidder must not be blacklisted by | Attach Self-certificate letter |
| | Govt. of India/ Central PSU/any | undertaking to this effect on |
| | State Government as on the date | bidder's letter head signed by |
| | of submission of the bid. | authorized signatory in format |
| | | prescribed in Annexure V . |
| | | |

Note**: Joint Venture/Consortium shall not be allowed to participate in the tender.

- 2.2. The details of the FRK manufacturing unit should be furnished adequately as per the checklist prescribed by Government of India vide letter dated 06.02.2023 as it is one of the major criteria for selection of the Bidder.
- 2.3. All the documents submitted by the bidder should be signed by duly authorized person/signatory. The Fortified Rice Kernels (FRKs) Manufacturing Units should furnish a letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential. Board Resolution duly certifying authorizing the person signing the Bid and Bid documents on behalf of the Company.
- 2.4. Bidder must guarantee that shelf life of FRK to be supplied under this tender would be of minimum 12 months from the date of Receipt of FRK in Rice Mill and submit the undertaking as per Annexure VI.
- 2.5. Schedule for delivery of FRK to millers:

| Month | Minimum Progressive %age of FRK ordered by miller to be delivered |
|---------------------------------|---|
| Up to 26 th December | 35% |
| Up to 26 th January | 60% |
| Up to 25 th February | 80% |

| Up to 20th March | 100% |
|------------------|------|
| | |

The Successful bidder shall deliver the FRK quantity demanded by the rice millers, as per the above schedule.

- 2.6. Bidder must download and carefully read and understand the terms & conditions of this RFP document. For its confirmation that bidder is aware and has understood all the terms and condition of this tender/RFP document, RFP document, including the Annexures, duly signed & stamped by the authorized signatory shall be uploaded in e-tender portal.
- 2.7. Bidders who are Start-ups and are registered under Industrial and Business Development Policy 2022 issued by Department of Industries and Commerce, Govt. of Punjab will be provided "Relaxation of Norms in Public Procurement for start-ups based in Punjab" notified by Department of Industries and Commerce (Controller of Stores), Govt. of Punjab vide notification no. COS/start-ups/2019/11288 dated 16-08-2019 (Annexure VII) and amendments thereof, subject to the condition that the startup meets the other quality and technical specifications as part of the qualifying requirements of the procurement of FRK. In order to avail relaxations, bidder will have to upload copy of valid registration certificate of startup issued by relevant authority.
- 2.8. Purchase Preference shall be given to local suppliers as per the provisions of Public Procurement (Preference to Make in Punjab) Order 2019 notified by Department of Industries and Commerce (Controller of Stores), Govt. Of Punjab vide order dated 03.09.2019, for which a local supplier/ startup must have minimum 50% of local content as per Clause 4 of the order and abides by Clause 8 of the said order for verification of local content. The prescribed margin of purchase preference shall be 15% (Fifteen percent) (The FRK is required for fortification of CMR to be delivered to FCI under Central Pool as per GOI Instructions). The procedure for determining such preference shall be followed as per Clause 2(b) of the said Order. The procedure for calculating Local content/value addition in Punjab will be as under:

| | CALCULATION BY MANUFACTURER | | |
|-------------------|-----------------------------|---------------|----------|
| | Cost per unit of product | | |
| | Cost | Cost (Outside | Total |
| COST COMPONENT | (Local/Punj | Punjab | Cost (In |
| | ab | Component) | Rs.) |
| | Component) | (b) | (c=a+b) |

| | (a) | |
|----------------------------|-----|--|
| I. Direct Material Cost | | |
| II. Direct Labour Cost | | |
| III. Factory Overhead | | |
| IV. Total Production | | |

%Local Content = Total Cost (IV c) - Total Outside Punjab Content Cost (IV b) X 100
Total Cost (IV c)

%Local Content Calculation:

The bidder shall submit the local content certificate along with UDI number duly attested from statutory auditor or cost auditor of the company (in the case of company) or from a practicing cost accountant or practicing Chartered Accountant in respect of suppliers other than companies) giving the percentage of Local Content.

- 2.9. The bidder must offer the quantity the bidder can manufacture and supply up to 20.03.2025 subject to a minimum of 10,000 Qtls (In multiples of 1000, e.g., 1000 Qtls, 2000 Qtls, 3000 Qtls etc.) in the technical bid as well as financial bid. In case of difference in quantity mentioned in qualification bid (Annexure-I) and Financial Bid, lowest of the two would be considered.
- 2.10. Bidders are hereby clarified that the Quantity offered should be in consonance with the daily production capacity as mentioned in the FSSAI License and the same will be considered from 01.12.2024 to 20.03.2025.

For example:

If the production capacity mentioned in the FSSAI License is 10 MTs/day. Then his maximum production capacity for this tender will be considered as 10 X 110 days (from 01-12-2024 to 20-03- 2025) i.e., 1,100 MTs.

2.11. The price/financial bid (bid price per quintal on F.O.R basis including all costs exclusive of **applicable GST** should be submitted online in the format prescribed at **Annexure-VIII**. The completed Technical Bid along with relevant documents, and EMD shall be uploaded on e-

- procurement portal and submission of Physical Tender is strictly prohibited.
- 2.12. The license (Market Committee License) duly signed by the competent authority under Section 6(3) of The Punjab State Agriculture Produce Markets Act 1961 be submitted by the successful bidders within 15 days of issuance of letter of award.
- 2.13. The FRK manufacture shall be considered as in-eligible, if a police case/court case/arbitration case is pending against the FRK manufacture on account of embezzlement and/or on account of non- delivery of FRK to rice miller. The FRK manufacturer whose FRK sample(s) failed to conform to the FSSAI standards and who is blacklisted/banned by the FCI/State Government/ Central Government undertaking is not eligible to apply for this tender.

3 <u>DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION</u> <u>FOR REGISTRATION</u>

3.1 FRK manufacturer unit/bidder should submit all the pages of the RFP document duly signed by authorized signatory along with bid documents and other supporting documents mentioned in the **Annexure** I.

4 EARNEST MONEY AND TENDER FEE

- 4.1 Each bidder is required to deposit an Earnest Money Deposit (EMD) of Rs. 1,000/- per metric ton (MT) for the quantity offered, as specified in Annexure-I. For example, if the order placed by the FRK Manufacturer is 1,200 MT, the EMD will be Rs. 12,00,000/- (1,200 MT x Rs. 1,000 per MT). Any discrepancy between the quantity offered and the EMD submitted may result in the rejection of the bid. Additionally, a non-refundable tender fee of Rs. 1,00,000/- must be paid online via the e-tendering website https://eproc.punjab.gov.in. Tenders not accompanied by the requisite Tender Fee and EMD will be summarily rejected The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-procurement portal.
- 4.2 The Bidder shall be permitted to bid on the express condition that in case he/she modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money deposited by the bidder shall stand forfeited, without prejudice to any other rights and remedies of the

PUNGRAIN under the contract and law, and the Bidder will be liable for any loss suffered by the PUNGRAIN on account of its withdrawal/modification etc. besides forfeiture of EMD. The bidder will also be debarred from participating in any other Tender with the PUNGRAIN for a period of three years.

4.3 EMD shall be refunded after award of contract.

5 QUALITY PARAMETERS.

- 5.1 The Bidders shall ensure quality parameters for Fortified Rice Kernels (FRK) as per the FSSAI standards and should follow the specifications mentioned in:
 - 5.1.1 Standard Operating Procedure (SOP) dated 26.12.2023 (Annexure IX),
 - 5.1.2 Operational Guidelines dated 13.12.2022 (Annexure X),
 - 5.1.3 Standard Operating Procedure for monitoring quality of foodgrains stocks procured under DCP dated 16.07.2021 (Annexure XI),
 - 5.1.4 Bureau of Indian Standards (BIS) for Fortified Rice Kernels Specifications issued vide IS 17782:2021 (Annexure XII),
 - 5.1.5 Advisory with respect to adulteration of FRK with citric acid dated 03.02.2023. (Annexure XIII),
 - 5.1.6 Checklist for ensuring the quality standards at Fortified Rice Kernels prescribed by Government of India in letter no 36-5/2018-QCC dated 06.02.2023 (Annexure XIV),
 - 5.1.7 Bureau of Indian Standards (BIS) for Equipment's of Fortified Rice Kernels Specifications issued vide IS 17853:2022 (Annexure XV),
 - 5.1.8 Bureau of Indian Standards (BIS) for Vitamin and Mineral premix for Manufacturing Fortified Rice Kernels issued vide IS 17781:2021 (Annexure XVI)
 - 5.1.9 Guidelines on Sampling of Fortified Rice Kernels (FRK) and Fortified Rice (FR) dated 16.11.2023 issued by FSSAI (Annexure XVII).
 - 5.1.10 Implementation of Fortified Rice Traceability (FoRTrace) application within FoSCoS issued by FSSAI dated 08.03.2024

(Annexure XVIII).

5.1.11 Any other instructions/amendments issued by the Government of Punjab and/or Government of India and/or FSSAI from time to time including but not restricted to raw materials.

Note: Any testing protocol for the above purpose notified by DoFPD, GOI or FSSAI or FCI shall have overriding effect over the above protocol and shall be binding on all FRK suppliers/bidders.

5.2 PACKING:

5.2.1 Packing instructions:

FRK shall be delivered in appropriately labelled 25 kg woven HDPE bags with an inner LDPE lining. The packaging material shall comply with the specifications given below:

Outer Packaging Material : Woven HDPE

Weight of Outer bag : 80 gms Inner Liner Packaging : LDPE

Material

Liner Thickness : 250-gauge Packaging Size : 25 kg

5.2.2 Marking instructions:

The markings on the bag should be mentioned below:

- Name of the Product
- Intended Consumption
- Ingredients
- Vegetarian logo
- Net weight
- Detailed address of Manufacturer
- Instructions for Use
- Storage Conditions
- Only for Government Milling
- Not for Resale
- Batch Number/Lot Number/ Date & Time of Manufacturing/ Shelf Life

The draft label shall be shared with the State Food Department well in advance for approval. Without the above details the stocks dispatched by the FRK Manufacturer will not be accepted at the procuring Rice mill. The FRK manufacturer should have valid license

from FSSAI on the date of supply of FRK and the same should be printed on the bag.

5.3 Shelf life:

The FRK produced should have a shelf life of minimum 12 months from the date of receipt in the rice mill premises as mentioned in Operation Guidelines dated 13.12.2022. The suppliers should have a valid license from FSSAI and should be printed on the pouch.

If the stocks that are sent to a Rice mill without fulfilling the requisite quality, quantity and the conditions of this Request for Proposal, the successful bidder has to take back/replace the stocks at its own risk and cost. The rice mill/PUNGRAIN will not be responsible for any loss in such cases.

5.4 FRKs supplied by manufacturers are subjected to any inspections undertaken by the Government of India, Government of Punjab and/or Food Corporation of India. The inspection may be conducted anytime during the contract period. Any discrepancy in the inspection may lead to requisite disciplinary action against the bidder including debarment.

6 EVALUATION OF TENDER

- 6.1. Only the bids received through e-procurement portal (https://eproc.punjab.gov.in) will be considered for technical evaluation.
- 6.2. Pre bid meeting with prospective bidders would be held on 27.09.2024 at 11.30 AM in conference hall of PUNGRAIN, Ist Floor, Anaaj Bhawan, Sector 39-C, Chandigarh 160036.
- 6.3. Technical bids will be opened at 12:30 PM on 21.10.2024.
- 6.4. On opening date, the bidder can login and see the bid opening process. After opening of bids, bidder may check competitors bid sheet.
- 6.5. The upper price limit for financial bid shall be Rs 5800 per quintal exclusive of **applicable GST**. Bidders to quote the financial bid below the given price limit.
- 6.6. The financial bid submitted by the bidders, who qualify the technical eligibility criteria laid down by PUNGRAIN will be opened on date and at venue as communicated to eligible bidders online.
- 6.7. The Bidder shall quote the least possible rate per quintal of FRK duly considering the quality specifications, terms, and conditions of the RFP. The rate shall be excluding **applicable GST** and including the

- transportation cost/F.O.R to any rice mill in the state of Punjab, etc.
- 6.8. The evaluation of the lowest price will be determined on the basis of the rates offered by the bidders for the above items.
- 6.9. Since the proposed quantity to be procured is much in excess of quantity that can normally be supplied by limited number of bidder (say 2 or 3 bidder), following procedure will be adopted after processing of bids:
 - a) After bid opening, technical evaluation of bids would be conducted, and respective bids would be marked as technically qualified or dis-qualified.
 - b) After technical evaluation, the Price Bids of technically qualified bidders would be opened and the bidder who has offered the lowest price would be declared as L1 bidder.
 - c) Financial evaluation of bids would be done to arrive at/decide most acceptable/reasonable price as per the terms of tender, which will be offered to L1 bidder.
 - d) Once the FRK manufacturer accepts the same, such reasonable price would be declared as final L1 rate and supply order for the quantity offered by L1 bidder would be issued to the successful L1 bidder.
 - e) Balance quantity, after allocating to L1, would be offered at Final L1 rate to all technically eligible FRK Manufacturers who are eligible for purchase preference in terms of Clause 2.10 of this RFP document.
 - f) FRK Bidders qualifying for purchase preference accepting the counteroffer would be shortlisted for supply of FRK to the rice mills allocated by State Govt for milling of CMR paddy and fortification of CMR Rice for delivery to FCI under Central Pool.
 - g) Balance quantity, after allocating to L1 bidder and FRK manufacturers eligible for purchase preference, shall be offered to remaining bidders in the order of their financial ranking and at the finalized rate, till the entire balance quantity is extinguished.
- 6.10. The applications received on e-procurement portal will only be evaluated. However, PUNGRAIN has the right to extend the date of submission of applications subject to uploading circular/corrigendum on such extensions on the website https://eproc.punjab.gov.in or http://foodsuppb.gov.in as well as e-procurement portal.
- 6.11. PUNGRAIN evaluates the technical bids based on the documents submitted in the technical tender. The bidders submitting valid documentary evidence for all the eligibility criteria's/conditions will only be considered for technical qualification.

- 6.12. The results of the e-Tender as approved by PUNGRAIN shall be binding on all bidders.
- 6.13. The successful bidder will be intimated of the acceptance of his tender by an email.
- 6.14. Conditional bids shall be summarily rejected.
- 6.15. The bidder must upload the all-mandatory documents as mentioned in the checklist. The tender will be summarily rejected if any of the mandatory document is not uploaded by the bidder. However, PUNGRAIN reserves the right to seek clarification on the documents submitted by the bidder. The clarification will be sought through eprocurement portal and bidder will have to submit the response within 48 Hrs, if, bidder fails to submit then the respective bid shall be rejected.

7. SECURITY DEPOSIT

7.1. The successful Bidder shall furnish, within one week of acceptance of his tender, a Security Deposit of 5% of quantity allocated to the successful bidder for the due performance of his obligations under the contract. The Security deposit can be deposited in the account of MD, PUNGRAIN with the following account order:

| Bank Name | Bank Account Name | Accou nt Numbe r | IFSC Code | Branch Name |
|--------------|----------------------|---------------------------|-----------------|--|
| SBI | MD, PUNGRAIN | 39341825 856 | SBIN00078 84 | SME Branch, Sector 68, Mohali |

By Bank Guarantee issued in the favour of MD Pungrain by any scheduled commercial bank. The issuing Bank shall send for cover Bank Guarantee issued though Structured Financial Messaging System (SFMS) platform to Pungrain's Banker i.e.,

- a) MT760 COV for issuance of Bank Guarantee.
- b) MT767 COV for amendment of Bank Guarantee.
- c) Issuing Bank shall mention Pungrain Beneficiary Code "MDPMSCX" in field 7037 of MT760 COV/767 COV.

d) PUNGRAIN beneficiary code will be MDPMSCX

The FRK Manufacturer shall submit a copy of SFMS message as sent by the issuing bank branch along with original bank guarantee. Bank Guarantee without these details shall not be accepted. The Security Deposit submitted shall be valid for the contract period.

- 7.2. The Security Deposit furnished by the bidder will be subject to the terms and conditions mentioned in the RFP and PUNGRAIN will not be liable for payment of any interest on the Security deposit.
- 7.3. In the event of the Bidder's failure, after the communication of acceptance of the tender by PUNGRAIN, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money. Any losses or damages arising out of and incurred by PUNGRAIN by such conduct of the bidder will be recovered from the bidder, without Prejudice to any other rights and remedies of PUNGRAIN under the Contract and Law. The bidder will also be debarred from participating in any future tenders of PUNGRAIN for a period of Three years. After the completion of prescribed period of Three years, the party may be allowed to participate in the future tenders of PUNGRAIN provided all the recoveries/ dues have been affected by PUNGRAIN and there is no dispute pending with the Successful Bidder/party.
- 7.4. The Security Deposit will be refunded to the Successful Bidders on due satisfactory performance of the services, and on completion of all obligations by the bidder under the terms of the Contract, , subject to such deduction from the Security as may be necessary for recovering the PUNGRAIN's claims against the bidder. PUNGRAIN will not be liable for payment of any interest on the Security Deposit.

8 ASSAYING

8.1. The Bidder shall, on his own and at his cost, offer the stock of Fortified Rice Kernels (FRK) along with Assaying Certificate issued by NABL/State Food Laboratory in accordance with quality parameters as specified in the Operational Guidelines. The Bidder shall ensure quality standards at Fortified Rice Kernels prescribed by Government of India in letter dated 06.02.2023. The CoA of FRK should not be more than three months old at the time of delivery. The Bidder shall ensure timely updation of report of analysis of each batch produced on FoRTrace Application, within FoSCoS in a time bound manner.

9. PROCEDURE FOR REGISTRATION & SUPPLY OF FORTIFIED RICE KERNELS TO RICE MILLS

- 9.1. The shortlisted FRK manufacturing unit, who successfully qualified the technical qualification and accepts the counteroffer of PUNGRAIN and agrees to supply FRK to Rice mills will be considered for supply of FRK for fortification of Custom Mill Rice to be supplied to FCI under Central Pool by State Govt agencies through Rice Mills allocated by the Food & Supplies Department, Punjab through the following process.
- 9.2. PUNGRAIN on behalf of all SPAs would shortlist FRK manufacturers as per terms of this RFP.
- 9.3. On the basis of target fixed by State Food Department and paddy stored in the mill for CMR operation the requirement of FRK would be calculated by the millers.
- 9.4. The mill wise requirement would also be displayed on the department's website http://foodsuppb.gov.in.
- 9.5. On the basis of the target fixed by department each rice mill will make its plan for blending of Fortified Rice and calculate/draw the requirement/plan of procurement of FRK.
- 9.6. The rice mills would procure the FRK directly only from the FRK manufacturers shortlisted through this RFP.
- 9.7. The rice mill will contact the FRK Bidders directly and place order with empaneled FRK Bidders as per requirement.
- 9.8. The FRK manufacturers would supply the FRK as per the specifications prescribed and terms & conditions mentioned in the tender document to the Rice Mill at L1 rates.
- 9.9. The rice mill after making due diligence about quality of FRK to their satisfaction would accept the delivery of FRK.
- 9.10. The Concerned Rice mill will directly make the payment to the FRK manufacturer directly for the receipt of good quality FRK as per terms of this document.
- 9.11. The concerned rice mill will receive the required quality reports from the FRK manufacturer as required/prescribed by the department/FCI for delivery of fortified CMR.
- 9.12. The concerned Rice mill and FRK manufacturer would be responsible

for the transaction of sale purchase, quality, and payment of FRK supplied to Rice mill by the FRK manufacturer. The concerned Rice Mill and FRK manufacturer would also be responsible for quality and payments of FR supplied to Government of India though Food Corporation of India by the Rice Millers where the Rice Miller has been obtained complete stock of FRK from same FRK manufacturer subject to the condition that the blending ratio is as per the norms.

10. SUPPLY ORDER FOR SUPPLIES

- 10.1. The FRK Manufacturers who successfully qualify in e-Tender will be issued with Supply orders / indents by Rice Mills directly as per requirement of the rice mills as per the targets fixed by department for supply of fortified CMR to FCI. The empaneled FRK manufacturer will have to upload the results along with the copy of Certificate of Analysis on the https://anaajkharid.in and/or any other portal as and when specified by the Department.
- 10.2. PUNGRAIN does not guarantee the minimum quantity which will be ordered however, each rice mill will be directed to procure from one successful bidder.
- 10.3. The empaneled FRK manufacturers will have to use Fortified Rice Quality Management System (FRQMS), Fortified Rice Traceability (FoRTrace) as per training/instructions provided by PUNGRAIN /Department of Food, Civil Supplies and Consumer Affairs, Punjab.
- 10.4. Quantities supplied in excess of the quantity specified in the supply order will not be paid for by the rice mills. Supply of required quantity should be as indented by the Rice Mills. The Rice Mills at his sole discretion may place Supply orders / e-mail. The successfully qualified Bidder is bound to honor such indents and shall arrange to supply the requisite quantity of Fortified Rice Kernels (FRK) to the designated Rice mill. The supply of the consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of Fortified Rice Kernels (FRK) as per specifications prescribed should be delivered as per the delivery schedule prescribed in Clause 2.7 above within (20.03.2025).
- 10.5. The successful bidders would be issued Letter of Award by PUNGRAIN, the successful bidder within 07 (Seven) working days deposit of SD (Security Deposit) with PUNGRAIN.
- 10.6. Violation of any of the Clause/Clauses of the Supply Order shall be deemed as violation of Terms and Conditions of Tender.

- 10.7. At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified Bidder will be called upon to make good the same any pay the penalty imposed of any to the PUNGRAIN. In the event of qualified Bidder failing to make good the rejected stocks, the security Deposit and EMD furnished by the qualified Bidder shall be forfeited and PUNGRAIN is entitled to collect liquidated damages if any from the qualified Bidder for his failure to comply with the terms and conditions of the tender.
- 10.8. In case of non-supply of stocks within the specified time limits as per supply order/indent the rice mill, is at liberty to purchase the item from other bidder and recover the difference of cost if any from the Bidder who has defaulted.
- 10.9. The supply orders will be issued based on the Targets of Fortified Rice received from the GOI/FCI/GOP. The ordered quantity may be revised or cancelled at any point of time based on the requirement of Fortified CMR Rice from the GOI. The Bidder/successful bidder are not entitled to demand/ receive any type of loss incurred for such revised or cancelled orders. The Bidder/successful bidder cannot initiate any legal proceedings against PUNGRAIN as the decision taken by PUNGRAIN is final and binding on the bidder/ Successful bidder

11. TERMS AND CONDITIONS OF DELIVERY

- 11.1. The successful bidder should supply the ordered quantity of Fortified Rice Kernels (FRK) in 25 kg bag as per the specifications (conforming to IS 17782: 2021 and amended time to time) prescribed within 15 working days against the supply order issued by the Rice Mills. Bidder shall obtain the details of quantity from the concerned Rice mills. The successful bidder shall ensure the good quality Vitamin and Mineral Premix for manufacturing of fortified rice kernel as specified in IS 17781:2021 and shall ensure that the premix is used only after its proper testing from NABL accredited laboratory or any other lab as per the instructions issued by Government from time to time before manufacturing of FRK.
- 11.2. FRK Bidder should submit the below documents before dispatching the consignment:
 - a) Certificate of Analysis (COA) from an external NABL accredited laboratory or any other lab as per the instructions issued by Government from time to time, for each consignment and it should not be older than 3 months from dispatch date.

- b) COA of the premix used for manufacturing FRK, for each consignment.
- c) Details of the quantity of FRK being supplied along with COA.
- d) Valid FSSAI license to be submitted annually.
- 11.3. Rice miller/Corporation may, if needed be, undertake pre dispatch inspection (PDI) of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the Bidder's premises.
- 11.4. Bidder shall furnish a daily report to the Rice mills and District officer of the concerned agency on supply of stocks truck wise and destination wise quantity delivered through email.
- 11.5. The successful bidder should take adequate precautions to prevent damage or deterioration to Fortified Rice Kernels (FRK) during storage/transportation. He should also insure the stock during transit at his cost.
- 11.6. The successful Bidders should deliver the Fortified Rice Kernels (FRK) to the designated Rice mill on F.O.R basis, at his cost as per the supply order / indent issued by Rice miller.
- 11.7. All information as per standards of Weights & Measures Act, 1976 & the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and Food Safety & Standards Act, 2006 and Regulations there under, must be mentioned on each packed pouch name and full address of the Bidder / Co- Operative Mill / Packer, Name of the commodity, gross weight, net weight, variety, month & year of packing of the commodity

12 TERMS OF PAYMENT

- 12.1. The rice mill will make 60% payment of FRK while placing order with FRK manufacturer, balance 40% would be released within 7 days, after satisfactory supply of the tendered items by the successful bidder from date of receipt of FRK in mill premises or the terms of payment may be mutually agreed between FRK Manufacturer and Rice Miller while placing the order.
- 12.2. The Bidder shall submit the following documents at the time of delivery of the consignment to the respective Rice mill.
 - a) Commercial Invoice/Tax invoice
 - b) Assaying Report at the loading point from the NABL accredited food testing laboratories as per the list notified by Food Safety and

- Standards Authority of India.
- Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)
- d) Any other relevant documents issued by the District Officer.
- 12.3. The payment will be directly released by the rice millers through Electronic Fund Transfer to the respective Bank Account of the qualified indented bidder.

13 EXTENSION TIME

- 13.1. Upon successful completion of the work order, the tender can be extended for a further period and quantities as required by the Rice mills on the basis of GOI/FCI targets for delivery of fortified rice may be awarded at same price and the terms and conditions of the RFP/Supply order.
- 13.2. The entire ordered quantity of Fortified Rice Kernels (FRKs) should be supplied within the stipulated time. No extension of time will be granted for supply of Fortified Rice Kernels (FRKs) beyond the specified date fixed by GOI for delivery of CMR/fortified rice.
- 13.3. But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the Bidders, extension of time will be granted at the discretion of the PUNGRAIN, provided the delivery of FR is extended by Government of India.

14 PENALTY ON DEFAULT:

- 14.1. If a FRK manufacturer is found to be violating the deliver the supply time as mentioned in Clause 11 the penalty will be imposed as mentioned below:
 - a) The first violation may be penalized with an amount of Rs 1,00,000/-
 - b) Second such violation may be penalized with an amount of Rs 2,00,000/-
 - c) In case such a violation is repeated, the FRK manufacturer may be blacklisted for a period of up to 3 years.
- 14.2. At the time of delivery of stocks by the Bidders, the stocks will be subjected to

- quality test by the concerned rice mill and quality control staff of the PUNGRAIN at the unloading rice mills. Samples will be drawn as per the usual procedure of the PUNGRAIN.
- 14.3. In the event of supply of stocks not conforming to specifications as indicated, such stocks are liable for rejection and will be viewed seriously besides imposing up to 10% value of consignment penalty. The Bidder is also informed that any deviation in quality specifications of terms and conditions if noticed the said Bidder will be blacklisted from participating in further tenders of the PUNGRAIN besides recovery of any loss/damage sustained by the PUNGRAIN in this account.
- 14.4. Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the EMD & Security Deposit will be forfeited besides blacklisting.

15 CANCELLATION OF SUPPLY ORDER: -

- 15.1. The Successful Bidder, if breaches any condition or clause of the terms and condition of this tender the PUNGRAIN is entitled to cancel the order and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the Supply order.
- 15.2. In case, Bidder is suspended due to violation of terms and conditions of this tender under any contract with the PUNGRAIN, all other contracts of the said Successful Bidder with the PUNGRAIN, if any, will also be suspended. If the Government scheme is closed or partly revised or modified, due to fortuitous decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the PUNGRAIN/rice miller then the Supply order will automatically come to an end or partly continues for which Bidder is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against PUNGRAIN.
- 15.3. The firm shall notify to the PUNGRAIN the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate/modify the Supply order.
- 15.4. The PUNGRAIN may, without prejudice to any other remedy for breach of terms & condition of tender, by written notice of default sent to the Bidder reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the followings:

- a) The Successful Bidder unable to supply the offered quantity of the Units within prescribed time limit mentioned by Rice Mill/PUNGRAIN (or)
- b) If the Successful Bidder fails to promptly correct the defect in the supplied goods in the time limit given by rice mill/SPA (or)
- c) If the Successful Bidder fails to perform any other obligation(s) under the Tender (or)
- d) PUNGRAIN or the Bidder goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- 15.5. If the Supply order is terminated the Bidder shall stop supply immediately.
- 15.6. In the event of termination of Supply order by PUNGRAIN on account of breach of any terms and conditions of the contract by the Bidder the entire Security Deposit given by the Bidder will stand forfeited.
- 15.7. **Foreclosure -** PUNGRAIN reserves the right to foreclose the Supply order without assigning any reason. In such a case the Bidder will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for supply made and accepted by PUNGRAIN up to the date of effect of this procedure.

16 FORCE MAJEURE:

- 16.1. The bidder shall not be liable for the penalty, liquidated damages, or termination for default, if and to the extent that his delay in performance or other failures to perform his obligations under the contract is the result of an event of Force Majeure.
- 16.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes which would have an impact on FCS&CA.
- 16.3. If a Force Majeure situation arises, the bidder shall promptly notify FCS&CA in writing of such conditions and the cause thereof. Unless otherwise directed by FCS&CA, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Force Majeure circumstances and events shall include the

following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

- a) Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon; Explosion or chemical contamination (other than resulting from an act of war).
 - Epidemic such as plague; Any event or circumstance of a nature analogous to any of the foregoing.
 - Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including Act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, an act of terrorism or sabotage; Act of Government Strikes, work to rules, go-slows which are widespread, nation-wide, or State-wide and are of political nature.

17. DISPUTE RESOLUTION:

- 17.1. In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Branch Officer (Rice), Department of Food Civil Supplies & Consumer Affairs, Govt of Punjab.
- 17.2. In case, if disputes are not resolved according to the Clause no.17.1, then the matter may be referred to Director, Department of Food, Civil Supplies & Consumer Affairs, Government of Punjab who will be the appellate authority.

18 MISCELLANEOUS:

18.1. **VOLUME OF WORK:**

No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this Supply order, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Service Provider and as given in the Annexure-IX to this tender. It should be clearly understood that no guarantee is given for the volume of work.

18.2. LIABILITY FOR PERSONNEL: -

All persons employed by the Successful Bidder shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Successful Bidder. The Successful Bidder shall be bound to indemnify the PUNGRAIN against all the claims whatsoever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Successful Bidder or not.

Successful Bidder shall also comply with all Rules and Regulations/ Enactments made by the state Govt./ Central Govt. from time to time pertaining to the Contract including all Labour Laws etc.

18.3. **CORRUPT PRACTICES:**

Any bribe, commission, or advantage offered by or promised by or on behalf of the Bidder to any officer/official of the PUNGRAIN or Rice miller(s) will (in addition to criminal liability which the Bidder may incur) terminate this contract. Canvassing on the part of, or on behalf of, the Bidder will also make his contract liable for termination.

18.4. **SUBLETTING:**

The Successful Bidder shall not sublet, transfer, or assign the Contract, or any part thereof. The successful bidder shall ensure that the delivery of FRK under this tender is made exclusively from the manufacturing unit inspected by PUNGRAIN during evaluation of the tender. Any deviation from this shall lead to breach of the terms and conditions.

18.5. **OBSERVANCE OF LAW:**

The Bidder shall be bound by all laws, orders, etc., in force or issued by the Central or State Government from time-to-time and shall be solely liable for any penal consequences that may incur due to violation by the Bidder of any law, orders, etc., in force.

18.6. INTERPRETATION

In case of any ambiguity or dispute regarding interpretation of any clause(s) of this tender document, MD, PUNGRAIN's interpretation will be treated as final and binding.

18.7. FORGERY OF SIGNATURES

The Bidder or his /her /their representative shall obtain the acknowledgements from the recipient of stocks and the same should tally with the specimen signatures available with the DMs. If it is found that the signature is forged or signed by some other person as of the Bidder/ representative, the Supply order is liable for cancellation apart from recovery of damages from the Security Deposit.

19. EXTENSION OF CONTRACT PERIOD

- 19.1. The Bidder shall remain in force for a period from the date of appointment or till the fortification process as entrusted by Government from time to time allotted and entrusted to the Bidder during the above period for supplies.
- 19.2. The tender can be extended by the MD, Punjab State Grains Procurement Corporation Limited at his/her sole discretion on the same rates, terms and conditions for a further period as determined by her/him keeping in view of public interest. The e- tender of the PUNGRAIN in extending the contract shall be final and binding on the Bidder and shall not be called in question.

20. INDEMNITY:

The Bidder shall defend, indemnify, and hold Buyer harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Bidder or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

21. JURISDICTION:

All Civil suits arising under this Supply order should be subject to the jurisdiction of the Chandigarh Courts where PUNGRAIN Head Office is situated only.

| Place: | Signature of the Applicant |
|--------|----------------------------|
| Date: | Name: |
| | |
| | Seal: |

Annexure-I

TECHNICAL BID FOR EMPANELMENT FOR THE SUPPLY OF FORTIFIED RICE KERNEL (FRKs) WITH THREE (03) MICRONUTRIENTS (IRON, FOLICACID AND VITAMIN B12) IN 25 KG BAGS DURING KHARIFF SEASON KMS 2023-24 TO RICE MILLS IN PUNJAB FOR FORTIFICATION OF CMR RICE

(Submit the Self Attested Copies of the Documents)

| | ` . | · · · · · · · · · · · · · · · · · · · |
|------------|---|---------------------------------------|
| 1. Nar | ne of the Applicant | |
| 2. Con | stitution of the Bidder | |
| 3. Office | Address | |
| a) Tel | ephone No. | |
| b) Mo | bile No. | |
| c) E-n | nail | |
| d) wel | osite | |
| e) Ad | dress | |
| 4. Reside | ential Address | |
| a) Tel | ephone No. | |
| b) Mo | bile No. | |
| c) E-n | nail | |
| d) wel | osite | |
| | dress | |
| 5. PAN § | given by the IT Department | |
| 6 Danier | matical Contificate and an CCT | |
| 6. Regist | cration Certificate under GST | |
| 7. a) If P | artnership firm Name & Address of | |
| all Pa | artners | |
| | | |
| - | egistered under Companies Act, Name of | |
| | Chairman and Managing Director with full | |
| Add | ress. | |
| | | |
| - | e & Address of Proprietor if | |
| | rietor concern. | |
| | of Partnership /copy of the Registration of | |
| | rm with Registrar of Firms/Memorandum Articles of Association /Any other | |
| | J | |
| _ | ration Certificate ration Certificate if it is firm/Ltd., | |
| 9. Regist | | |
| | of Establishment of the firm | |
| _ | | |

| 11. Details of EMD remitted with token No. | |
|---|--|
| | |
| 12. Affidavit duly notarized to the effect that the Applicant or any of the partners or company was | |
| never black-listed or convicted by court of law. | |
| 13. Valid FSSAI registration/license as on date of tender | |
| Certificate of Commencement of Commercial production of FRK. | |
| 15. Latest Electricity Bill | |
| 16. Certificate from the relevant authority for purchase preference in case of local supplier/startups. | |
| 17. BANK Account Details along with IFSC Code & Address of the Bank. | |
| 18. Letter of authority or power of for having authorized the person to sign the documents on behalf of firm with attestation from the bank where the firm is having its account. | |
| 19. Address proof of the authorized signatory viz., pan card/Aadhar card/ copy of passport/electricity bill/Voter ID proof. | |
| 20. Application form mentioned in Annexure-I & RFP document signed along with tender document | |
| 21. Undertaking in Annexure VII regarding shelf-life of FRK supplied would be of 12 months from date of supply. | |
| 22. Self-certified checklist for ensuring the quality standards at Fortified Rice Kernels and premix as prescribed by Government of India in letter dated 06.02.2023 (ANNEXURE-III) | |
| 23. Valid quality certificate as per ISO:22000 | |
| 24. The documentary evidence/proof of the production capacity should be submitted along with technical bid. | |
| 25. Self-certificate letter regarding BIS certification of the equipment/machinery and operational production capacity. | |

26. FRK Quantity offered till 20.03.2025 (In Qtls) (Min Quantity offered should be 10,000 Qtls and should be in multiple of 1000)

Quantity offered should be in consonance with the daily production capacity as mentioned in the FSSAI License and the same will be considered from 01.12.2024 to 20.03.2025.

I hereby agree to abide by terms & conditions stipulated in RFP Document as FRK Bidder in the State of Punjab. I also certify that all the guidelines & instructions of Government of India and Government of Punjab are being fully adhered. The duly signed terms and conditions of RFP document is enclosed with this application along with relevant documents.

Date: Name & Signature of the Applicant

Place: Address & Seal

Annexure-II

Checklist for ensuring the quality standards of FRK unit

Available at http://foodsuppb.gov.in/?q=rules

Annexure-III

(Specimen of the Affidavit for BIS Compliance)

AFFIDAVIT

| | | | | (To be a | attested by | Notary Public) | | | |
|-------|--|---|---|---|--|--|--|---|-----------------------------------|
| I | /We, | | | | | , R/o | | do hereby | |
| solen | nnly affi | rm and | declare as u | ınder: | | | | - | |
| 1. | | | | | | proprietor/partners | | signatory | of |
| 2. | I/We, to Fortified adheres outlined | he under d Rice K to and l in IS 1 | rsigned, he ternel Man complies via 7853:2022 | reby af ufacturi with the . I/We | firm and ng Unit, e Bureau further c | declare that all n located at the aford of Indian Standar confirm that all required condition. | nachinery emention ds (BIS) | employed in ed address, str specification | rictly s, as |
| 3. | conform Manufa per IS complie | ns to the cturing F 17782:20 es with th | requirement Practices (G 21. I/We at e standards | nts of IS MP) for also dec for pota information | S 17782:: r cleanin lare that able wate tion and | d Rice Kernel manu 2021, and that I/We g and manufacturing the potable water of er as specified in IS d data on FOSC at delay. | strictly g Fortifie used for 10500:20 | comply with Comply with Comply with Comply with Complete | Good ls, as lients rtake |
| 4. | | | | | | | | | |
| 5. | That I/ i by the I found t | my firm/ PUNGRA o be no | Company s AIN. I/We n-complian | shall abi underst t, I/We | and and shall be | e Terms & Condition accept that if any of the liable for disqual try be initiated as pre | of the about ification/ | ove declaration, deregistration, | ns is |
| Dated | d: | | | | | | | Deponent | |
| Veri | | | tents of my | | | are true and correct | et to the | best of my kno | owledge |
| Dated | d: | | | | | | | Deponent | |

ANNEXURE IV

CERTIFICATE OF COMMERCIAL PRODUCTION OF FRK

| I/W | e hereby certify that M/s | , Add | , Address | | | |
|-----------|--|------------------------------|--------------------------------------|--|--|--|
| having F | FRK manufacturing unit at | started co | started commercial production of FRK | | | |
| | The Installed C | | | | | |
| Electric | Connection KW. | | | | | |
| FRK ma | anufacturing Capacity of the units | MT per da | y FSSAI License No | | | |
| List of N | Aachinery installed. | | | | | |
| Sr. No | Particulars (Name of Machinery | Qty (Nos.) | Capacity (in MT/day) | | | |
| 1. | Storage Tank | | | | | |
| 2. | Micro-pulverizer | | | | | |
| 3. | Cyclone Separator | | | | | |
| 4. | Mixer-cum-Conditioner | | | | | |
| 5. | Twin screw extruder | | | | | |
| 6. | Dryer | | | | | |
| 7. | Packing Machine | | | | | |
| The | e Attested copied of machinery bills and | l copy of latest electricity | bill is annexed herewith. | | | |
| DATE: | | | | | | |
| SEAL: | | | | | | |
| SIGNAT | TURE OF THE BIDDER | SIGNATURE O | F AUDITOR | | | |

ANNEXURE V

AFFIDAVIT

(To be attested by Notary Public)

| | I/We | | | | | ., R/o | | do hereby | |
|------|----------|------------|--------------|-------------------|-----------|----------------------------------|-------------|-----------------|-------|
| | | | declare as u | | | , 100 | | as neres; | |
| | • | | | | 1 | • | 0 | . , | (|
| 1. | That | I/We | am/are | the | sole | proprietor/partners | & | signatory | of |
| | M/s | | | • • • • • • • • • | | | | | |
| 2. | That ne | either me/ | my firm/C | ompany | y nor any | of Partners/Director | s has eve | er been blackl | isted |
| | by any | Central | Govt. Mir | istry/D | epartmen | t, State Govt. or S | emi-Govt | t. or Co-oper | ative |
| | Departi | ment/ Inst | itution/PSU | J/ Board | d/ Corpor | ation. | | | |
| 3. | That ne | ither me/ | my firm/C | ompany | nor any | of the Partners/Direc | tors are u | nder any litig | ation |
| | on acco | ount of c | quality test | failure | with an | y of the State/ Cen | tral Gov | t. or Co-oper | ative |
| | Departr | nent/ Inst | itution, PS | J/Board | l/ Corpor | ation. | | | |
| 4. | That I/ | my firm/ | Company s | hall abi | de by the | e Terms & Condition | s of the to | ender as laid o | lown |
| | by the I | PUNGRA | JN. | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Date | ed: | | | | | | | Deponent | |
| Ver | | t the co | | • | | avit are true and alled therein. | correct to | o the best of | f my |
| Date | ed: | | | | | | | Deponent | |

ANNEXURE -VI

DECLARATION FORM

| /We Have Our |
|--|
| |
| Have Carefully Read All the Conditions of RFP invited by the Managing Director, Punjab State |
| rains Procurement Corporation Ltd (Pungrain) Anaaj Bhawan, Sector 39 C, Chandigarh for |
| EMPANELMENT OF FRK MANUFACTURERS FOR SUPPLY OF FORTIFIED RICE |
| XERNEL (FRKs) WITH THREE (3) MICRONUTRIENTS (IRON, FOLIC ACID |
| AND VITAMIN B12) IN 25 KG BAGS DURING KMS 2023-24 TO RICE MILLERS |
| OF PUNJAB FOR FORTIFICATION OF CMR TO BE DELIVERED TO FCI UNDER |
| CENTRAL POOL BY THE FRK MANUFACTURERS. We undertake as |
| ınder: - |

- 1. That the FRK supplied to Rice Millers would be Strictly conforming to the FSSAI specifications as amended up to date and as per schedule commencing immediately from the date of receipt of supply orders from Rice Millers
- 2. That abide by all conditions set forth therein.
- 3. To take back the FRK rejected or not found to be conforming to specifications, by the SPA/Pungrain/Rice mill at our cost and replace the same.
- 4. That the Shelf life of FRK would be minimum 12 months from the date of receipt of FRK in Rice mill premises.
- 5. That the downloaded the RFP from https://eproc.punjab.gov.in have not been tampered / modified in any manner. In case, if the same is found to be tampered / modified, I/We understand that my / our bid will be summarily rejected and full EMD will be forfeited and I/We, am/are liable to be banned from doing business with Pungrain and also liable for prosecution.

SIGNATURE OF THE BIDDER

DATE:

NAME OF THE ORGANISATION

AND ADDRESS:

Regd. No. CHD/0092/2018-2020

Regd. No. NW/CH-22



Punjab Government Gazette

EXTRAORDINARY

Published by Authority

CHANDIGARH, MONDAY, AUGUST 19, 2019 (SRAVANA 28, 1941 SAKA)

GOVERNMENT OF PUNJAB

DEPARTMENT OF INDUSTRIES AND COMMERCE (Controller of Stores)

NOTIFICATION

The 16th of August 2019

No. COS/Start-ups/2019/11288.-

Subject: Relaxations of Norms in Public Procurement for Start-ups based in Punjab.

In order to build a strong Eco system for nurturing innovation and Startups in the State, by providing opportunity to Startups to scale up and to allow them to compete with experienced entrepreneurs and companies in public procurement by relaxing the norms for public procurement for them, the following relaxations will be provided to eligible Startups of the State, subject to the condition that the Startups meet the other quality and technical specifications as part of qualifying requirements of the procurements:

1. Eligibility of startups for the relaxations

- 1. The entity should be registered as a Startup as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab.
- 2. Registered startups will submit the self-attested copy of the registration to the procuring agency in order to avail the relaxations.
- 3. Registered Startups should directly participate in tender and not through any intermediaries (their dealers/agents/distributors), and will not subcontract to any other firm and carry out the entire manufacturing/work/services at their enterprise.

2. Relaxations of Norms for Startups in the State in Public Procurement.

| Sr. No. | Qualifying | Relaxations allowed to Startups |
|---------|------------|---|
| 1. | Experience | Exemption in respect of past experience as part of the qualifying requirements of the tender. |

| 2. | Turnover | Exemption in respect of past turnover as part of the qualifying requirements of the tender. |
|----|-------------------------|--|
| 3. | Purchase Preferences | Startups will also be eligible for purchase preference securing to all Industries in the State in the Public Procurement (Preference to Make in Punjab) Order, 2019. |

This issues with the concurrence of Finance Department conveyed vide their I.D.No.2/29/19- 4FE5/ 692 of dated: 24.05.2019.

The above instructions may be brought to the notice of all concerned and shall be applicable to all the tenders floated/invited after issue of these instructions.

The 8th August, 2019

VINI MAHAJAN, IAS

Additional Chief Secretary to Govt of Punjab, Department of Industries and Commerce.

ANNEXURE -VIII

FINANCIAL BID (Bid price per Quintal) To be filled online only FINANCIAL BID

Name of the Bidder:

| S. No, | Particulars | Rate for supply of FRK (Rs. per Qtl. |
|--------|---|---|
| | | including all costs exclusive of applicable GST). |
| 1 | Supply of Fortified Rice Kernel (FRK) F.O.R at | |
| | Rice Mills/specified Destinations All Inclusive | (TO BE FILLED ONLINE) |
| 2. | Quantity offered up to 20.03.2025 in Qtls. | |
| | (Minimum quantity of 10,000 Qtls in multiple | |
| | of 1000 e.g., 10000, 11000, 12000 Qtls up to | (TO BE FILLED ONLINE) |
| | 20.03.2025 | (10 BE FILLED ONLINE) |
| | must be offered by bidder) | |

| Authorized Signature: |
|-----------------------|
| Name: |
| Designation |
| Name of firm: |
| Address |

Note:

- 1. Rate quoted should be excluding **applicable GST**.
- 2. All payment shall be made in Indian Rupees and shall be subject to applicable Indian laws.
- 3. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- 4. The Quantity offered should be in consonance with the daily production capacity as mentioned in the FSSAI License and the same will be considered **from 01.12.2024 to 31.03.2025.**

Note: The quantity offered in BOQ and technical bid (Annexure-1) shall be identical, if not, the lower among the both will be considered.

ANNEXURE - IX

Standard Operating Procedure (Dated 26-12-2023)

ANNEXURE -X

Operational Guidelines (Dated 13-12-2022)

ANNEXURE -XI

Standard Operating Procedure for monitoring quality of foodgrains stocks procured under DCP (Dated 16-07-2021)

ANNEXURE -XII

<u>Bureau of Indian Standards (BIS) for Fortified Rice Kernels – Specifications issued vide</u> <u>IS 17782:2021</u>

ANNEXURE -XIII

Advisory with respect to adulteration of FRK with citric acid (03-02-2023)

ANNEXURE -XIV

<u>Checklist for ensuring the quality standards at Fortified Rice Kernels prescribed by</u> <u>Government of India in letter (06-02-2023)</u>

ANNEXURE -XV

<u>Bureau of Indian Standards (BIS) for Equipment's of Fortified Rice Kernels – Specifications issued vide IS 17853:2022</u>

ANNEXURE -XVI

Bureau of Indian Standards (BIS) for Vitamin and Mineral premix for Manufacturing Fortified Rice Kernels issued vide IS 17781:2021

<u>Guidelines on Sampling of Fortified Rice Kernels (FRK) and Fortified Rice (FR) issued</u> <u>by FSSAI (16-11-2023)</u>

ANNEXURE -XVIII

Implementation of Fortified Rice Traceability (FoRTrace) application within FoSCoS issued by FSSAI (08-03-2024)