

## 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 2023-24 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 5,000/-

Serial Number	Details	Sections
1	Scope of work	1.1 to 1.5
2	Eligibility/Prequalification conditions	2.1 to 2.21
3	Documents to be furnished along with Bid for participation in e tender	3
4	Quality parameters	4.1 to 4.4
5	Assaying	5
6	Evaluation of Tender	6.1 to 6.11
7	Procedure for Registration & Supply of FRK to Rice Millers	7.1 to 7.12
8	Earnest Money & Cost of Tender Form	8.1 to 8.5
9	Security Deposit	9.1 to 9.4
10	Order for Supplies	10.1 to 10.9
11	Terms and conditions of delivery	11.1 to 11.7
12	Terms of Payment	12.1 to 12.4
13	Extension Time	13.1 to 13.3
14	Penalty on Default	14.1 to 14.4
15	Cancellation of Supply order	15.1 to 15.8
16	Force Majeure	16.1 to 16.3
17	Dispute Resolution	17.1 to 17.2
18	Miscellaneous	18.1 to 18.7
19	Extension of Contract	19
20	Indemnity	20
21	Jurisdiction	21
22	Technical Bid Form of FRK Manufacturer for supply of FRKs with three micronutrients.	Annexure -I
23	Standard Operating Procedure (SOP) for FRK and Fortified Rice (FR)	Annexure -II
24	Operational Guidelines	Annexure -III
25	Standard Operating Procedure on Quality control	Annexure -IV
26	Bureau Of Indian Standards – FRK Specifications	Annexure -V
27	Advisory with respect to adulteration of FRK with citric acid dated 03.02.2023	Annexure -VI
28	Certificate of Commencement of Commercial Production	Annexure -VII
29	Affidavit for non-blacklisting of FRK manufacturing Firm	Annexure -VIII
30	Undertaking regarding shelf life of FRK	Annexure -IX
31	Financial Bid (Bid price per Quintal)	Annexure -X
32	Notification of Govt. of Punjab for purchase preference to startups.	Annexure -XI
33	Contact details of PUNGRAIN Officials at Head Office and Districts.	Annexure-XII

# PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (PUNGRAIN) (A STATE GOVERNMENT UNDERTAKING) ANAAJ BHAWAN, SECTOR 39-C, CHANDIGARH – 160036

## **1. TENDER DETAILS**

Sl.	Itore	Description
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/04/09/2023
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 2023-24 to rice millers of Punjab for fortification of CMR to be delivered to FCI under central pool
6	Period of Contract	One year
7	Form of Contract	Price Quoted/Rate Contract
8	Tender Type	Open
9	Tender Category	Products (Type of product: consumables)
10	Tender Fee and EMD	Tender Fee : Rs. 5,000/-   EMD : Rs. 1,00,000/-
11	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.
12	Volume of Work	Supply of fortified rice kernel (FRKs) with three (03) micronutrients in 25 kg bags as indicated in Tender Document.

		RFP FRK KMS 2023
14	Bid validity	60 days from the date of opening of bids on the e-procurement platform.
15	Contract Period	During KMS 2023-24 (One year)
16	Bid Publication Date	05.09.2023
17	Bid Document Download end date	19.09.2023 (10:00 AM)
18	Pre Bid Meeting	Date: 08.09.2023 (11:30 AM) Place: Conference Hall of Anaaj Bhawan, Sector 39-C, Chandigarh
19	Last Date and Time for receipt of online Bids	19.09.2023 (10:00 AM)
20	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	19.09.2023 (12:00 Noon)
21	Price Bid Opening Date and Time (Financial Bid Stage)	Date Time & Venue would be notified to eligible bidders
22	Place of Tender Opening	Committee Room, Anaaj Bhawan, 1st Floor, Sector 39-C, Chandigarh 160036
23	Tender Inviting / Opening 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
		Sh. Sarvesh Kumar, General Manager (Finance) Email: - gmfinance.fcs@punjab.gov.in 0172-2684000

# 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.

Rice can be fortified with 03 (three) micronutrients, such as Iron, Folic acid, and Vitamin B12. PUNGRAIN invites applications from the Fortified Rice Kernel (FRK) Manufacturers from all over India to supply Fortified Rice Kernels (FRKs) as per FSSAI Standards to the rice millers allocated for milling of paddy procured by state procurement agencies (SPAs) i.e., PUNGRAIN, PUNSUP, MARKFED, & PSWC during the KMS 2023-24. The procedure for enrolment, registration and terms and conditions of supply under the e-procurement mode for supply of Fortified Rice Kernel (FRK) is detailed below:

## 1 <u>SCOPE OF WORK: -</u>

- 1.1. State Procuring Agencies (SPAs namely PUNGRAIN, PUNSUP, MARKFED, & PSWC) in Punjab procures paddy under the central pool for delivery of Custom Milled Rice (CMR) to Food Corporation of India as per the targets fixed by the Govt. of India during Kharif season every year. GOI has issued directions for fortification of CMR delivered in the central pool in the ratio of 1:100 from KMS 2020-21 onwards to increasingly cover the entire CMR delivered to it. GOI during current Kharif season KMS 2023-24 has fixed the target for delivery of nearly **125LMT** of Fortified rice in the central pool. The paddy in the state is allocated and stored with about **5100 mills** in the state in joint custody of the SPA concerned as per the milling capacity of each mill. Keeping in the view the paddy stored with each mill and target fixed by GOI, the target of Fortified rice to be delivered by each mill has been/is being fixed by the Department of Food Civil Supplies and Consumer Affairs, Govt. of Punjab.
- 1.2. The Punjab State Grains Procurement Corporation Ltd (here in after referred to as Corporation or through its abbreviation PUNGRAIN) invites tenders for and on behalf of all SPAs from FRK manufacturers to supply Fortified Rice Kernels (FRKs) for fortification of CMR Rice as per FSSAI Standards. The FRK shall be fortified with Three (03) Micronutrients- Iron, Folic Acid & Vitamin B12 & suppliedin 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.
- 1.3. To increase the competition, the quantity for State of Punjab of Fortified Rice Kernel with Three (03) Micro Nutrients (FRK) i.e., Iron, Folic Acid and Vitamin B-12 in 25 kg Bag during KMS 2023-24 (from Nov 15<sup>th</sup> - 2023 to March 31<sup>st</sup> -2024) which has to be supplied to the rice mills allocated by Govt of Punjab in the State of Punjab for undertaking milling of CMR paddy procured by SPA's, is tentatively 2 LMT. The quantity and destination district are indicative, which may vary depending upon the requirement and demand as indented by rice millers from time to time.

- 1.4. The inspection and evaluation of samples to be supplied by bidder will be carried out in accordance with the specified quality parameters as per the procedure stipulated in sections 4 and 5.
- 1.5. The procedure for enrolment and registration of FRK Manufacturer, terms, and conditions for supply of FRK is detailed below. Some of the clauses to these terms & conditions may be amended, if necessary, prior to the conduct of e-Tender. Details of such amendments 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. FRK manufacturing unit should submit Technical Bid Annexure I duly signed by the authorized person and supported by documents as prescribed in this tender document.
- 2.2. Earnest money deposit of Rs. 1,00,000/- (Rupees One Lac) and tender form fee of Rs 5,000/- should be deposited online through e-tendering website. Tender not covered by requisite Earnest Money Deposit will summarily be rejected.
- 2.3. The Bidder/Tenderer shall be a Legal entity (Company, Partnership Firm, Sole Proprietorship, Society, other incorporated body). In case of Partnership firm or society or company or other incorporated body, tenderer shall submit copy of partnership deed or MOA & AOA or by laws, as the case may be, along with the bid documents.
- 2.4. The bidder should have its own running Fortified Rice Kernel (FRK) Manufacturing unit.
- 2.5. FRK manufacturing unit should submit a valid certificate of registration issued by the competent authority in case FRK manufacturing unit is a partnership, Company, Society, or other incorporated body.
- 2.6. The FRK Manufacturer should have valid FSSAI license (Food category 99-Substance added to food Sub Food Category 99.5-Nutrients and their preparations) and should meet all the BIS standards.
- 2.7. The bidder should submit certificate from statutory auditor/chartered accountant certifying commencement of commercial production along with date of commercial production and list of machinery installed and attested copies of bills of plant & machinery installed in the FRK manufacturing unit as per the format given in Annexure VI.
- 2.8. The Fortified Rice Kernels (FRKs) Manufacturing Units should have proper valid license by the concerned authority for manufacturing and storing of Fortified Rice Kernels (FRKs).
- 2.9. FRK Manufacturer should possess a valid GST registration issued by concerned authorities.
- 2.10. FRK manufacturing unit shall be in a working condition with a valid electricity connection.

- 2.11. FRK manufacturing unit or any of its directors/partners as the case may be, should not have been blacklisted / convicted for any offences or violation of any State or Central act including Essential Commodities Act or any criminal offence under IPC. Notarized Affidavit on non-judicial stamp paper worth Rs. 100/- that the FRK Manufacturing unit or any of its partner/director is not blacklisted either by PUNGRAIN or by any other Government undertaking in the format given in *Annexure VII-Affidavit* duly signed by the authorized signatory
- 2.12. Bidder should submit two samples of 500 gms each of FRK with Branch Officer (Rice), Department of Food Civil & Supplies, Punjab at Anaaj Bhawan, Sector 39-C, Chandigarh, along with certification of Analysis (COA) in accordance with quality parameters from any of the NABL (National Accreditation Board for Testing and Calibration Laboratories) food testing laboratories as per the list notified by Food Safety and Standards Authority of India before the date and time of online submission of this tender. The report/certificate should be dated not **before 7 days (12.09.2023) of date of opening of this bid (19.09.2023).**
- 2.13. 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 society 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.
- 2.14. Bidder must guarantee that shelf life of FRK to be supplied under this tender would be of 12 months from the date of Receipt of FRK in Rice Mill and submit the undertaking as per Annexure VIII.
- 2.15.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 (all pages 1 to 36) duly signed & stamped by the authorized signatory be uploaded in e-tender portal.
- 2.16.As per notification No. COS/Start-ups/2019/11288 dated 16-08-2019 of Department of Industries and Commerce, Punjab (Please refer Annexure XI), an entity registered as a Start-up in Punjab as per chapter 16.1 of Detailed scheme & operational guidelines, 2018 of Industrial and Business Development policy 2017, shall be eligible for relaxations permissible under the said notification, 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.

- 2.17. In order to avail relaxations, bidder will have to upload copy of valid registration certificate of startup issued by relevant authority (Annexure X).
- 2.18. 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 00% (Zero percentage) (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 COMPONENT	Cost (Local/Punjab Component) (a)	Cost (Outside Punjab Component) (b)	Total Cost (In Rs.) (c=a+b)	
I. Direct Material Cost II. Direct Labour Cost III. Factory Overhead IV. Total Production Cost				

%Local Content Calculation:

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

The bidder shall submit the local content certificate 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.

2.19. The bidder must offer the quantity the bidder can manufacture and supply up to 31.03.2024 subject to a minimum of 5000 Qtls (In multiples of 1000, e.g., 5000 Qtls, 6000 Qtls, 7000 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.

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 01.10.2023 to 31.03.2024**. *For example:* 

If the production capacity mentioned in the FSSAI License is 3MTs/day. Then his maximum production capacity for this tender will be considered as 3 X 182 days (from 01-10-2023 to 31-03-2024) i.e., 546 MTs.

- 2.20.The price/financial bid should be submitted online in the prescribed format. 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.
- 2.21. 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.
- 2.22. The FRK manufacture shall be considered as a defaulter 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 and/or declared blacklisted by the Department/FCI/ Governments. The FRK manufacturer whose sample(s) failed to confirm the FSSAI standards/ blacklisted/banned the supply of FRK by FCI/State Government throughout the country are not eligible to apply for this tender.

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

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 **QUALITY PARAMETERS.**

- 4.1 The quality parameters for Fortified Rice Kernels (FRK) should be as per the FSSAI standards and should follow the specifications mentioned in:
  - 4.1.1 Standard Operating Procedure (SOP) (Annexure II),
  - 4.1.2 Operational Guidelines (Annexure III),
  - 4.1.3 Standard Operating Procedure for monitoring quality of foodgrains stocks procured under DCP dated 16/07/2021 (Annexure IV),
  - 4.1.4 Bureau of Indian Standards (BIS) for Fortified Rice Kernels Specifications issued vide IS 17782:2021 (Annexure V)
  - 4.1.5 Advisory with respect to adulteration of FRK with citric acid dated 03.02.2023. (Annexure VI)
  - 4.1.6 Any other instructions/amendments issued by the Department and/or Government of Punjab and/or Government of India from time to time.

## 4.2 **PACKING:**

## 4.2.1 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 HPDE
Weight of Outer bag	: 80 gms
Inner Liner Packaging Material	: LDPE Liner Thickness: 250-
gaugePackaging Size	: 25 kg

# 4.2.2 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
- 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.

# 4.3 Shelf life:

The FRK produced should have a shelf life of minimum 12 months from the date of receipt in the rice mill premises.

4.4 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/Corporation will not be responsible for any loss in such cases.

# **5** ASSAYING

The Tenderer shall, on his own and at his cost, offer the stock of Fortified Rice Kernels (FRK) with Assaying Certificate issued by NABL/State Food Laboratory in accordance with quality parameters as specified in the Operational Guidelines (Annexure – III).

#### **6** EVALUATION OF TENDER

- 6.1 The Bids uploaded/submitted up to 10:00 AM on 19.09.2023 etendering site will be taken-up for opening. Technical bids will be opened first by the Managing Director, PUNGRAIN, Head Office, or by any other officers / Committee authorized by him at 12:00 Noon on 19.09.2023 in the presence of the available tenderers / representatives of the organization who are present.
- 6.2 The financial bid submitted by the tenderers, who qualify the technical eligibility criteria laid down by PUNGRAIN will be opened on date and at venue as communicated to eligible bidders online.
- 6.3 Pre bid meeting with prospective bidders would be held on 08.09.2023 at 11.30 AM in conference hall of PUNGRAIN, Ist Floor, Anaaj Bhawan, Sector 39-C, Chandigarh 160036.
- 6.4 The Tenderer 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 GST and including the transportation cost, etc.
- 6.5 The evaluation of the lowest price will be determined on the basis of the rates offered by the tenderers for the above items.
- 6.6 Since the proposed quantity to be procured is much in excess of quantity that can normally be supplied by limited number of tenderer (say 2 or 3 tenderer), following procedure will be adopted after processing of bids:
  - 6.6.1 After bid opening, technical evaluation of bids would be conducted, and respective bids would be marked as technically qualified or dis-qualified.
  - 6.6.2 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.
  - 6.6.3 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.
  - 6.6.4 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.
  - 6.6.5 Balance quantity would be offered at Final L1 rate to all technically eligible FRK Manufacturers who are eligible for purchase preference in terms of clause 2.18 of this RFP document.
  - 6.6.6 The FRK Tenderers 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.
  - 6.6.7 If the quantity offered by L1 Tenderer and FRK tenders qualifying for purchase preference who have accepted the counteroffer is

less than the maximum quantity offered, the Final L1 rate would be offered to other technically eligible FRK Manufacturers.

- 6.6.8 The other FRK Tenderers 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.
- 6.7 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 eproc.gov.in or foodsuppb.gov.in as well as e-procurement portal.
- 6.8 The Corporation evaluates the technical bids based on the documents submitted in the technical tender. The tenderers submitting valid documentary evidence for all the eligibility criteria's/conditions will only be considered for technical qualification.
- 6.9 The results of the e-Tender as approved by PUNGRAIN are binding on all bidders.
- 6.10 The successful bidder will be intimated **of** the acceptance of his tender by a email.
- 6.11 Conditional bids shall be summarily rejected.

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

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.

- 7.1 PUNGRAIN on behalf of all SPAs would shortlist FRK manufacturers as per terms of this RFP.
- 7.2 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.
- 7.3 The mill wise requirement would also be displayed on the department's website http://foodsuppb.gov.in.
- 7.4 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.
- 7.5 The rice mills would procure the FRK directly only from the FRK manufacturers shortlisted through this RFP.
- 7.6 The rice mill will contact the FRK Tenderers directly and place order with empaneled FRK Tenderers as per requirement.

- 7.7 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.
- 7.8 The rice mill after making due diligence about quality of FRK to their satisfaction would accept the delivery of FRK.
- 7.9 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.
- 7.10 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.
- 7.11 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.

#### 8 EARNEST MONEY AND TENDER FEE

- 8.1 Earnest money deposit of Rs. 1,00,000/- (Rupees One Lac) and tender form fee of Rs 5,000/- should be deposited online through e-tendering website.
- 8.2 https://eproc.punjab.gov.in. **Tender not covered by requisite Tender Fee & Earnest Money Deposit will summarily be rejected.**
- 8.3 Each tenderer needs to deposit Rs 1,00,000/- towards EMD along with technical bid (as mentioned in Annexure I). 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.
- 8.4 The Tenderer 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 tenderer shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc. besides forfeiture of EMD. The tenderer will also be debarred from participating in any other Tender with the Corporation for a period of three years.
- 8.5 The Earnest Money will be returned to all unsuccessful bidders within a period of (30) thirty days from the date of issue of the letter to the successful tenderer and after furnishing the Security Deposit with PUNGRAIN. However, in case the tenderer is disqualified during technical evaluation, the Earnest money will be refunded within (15) fifteen days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, in any case.

## **9** SECURITY DEPOSIT

9.1 The successful Tenderer shall furnish, within one week of acceptance of his tender, a Security Deposit of Rs. 1500 per MT (Quantity as per work order) for the due performance of his obligations under the contract.

Bank Name	Bank Account Name	Account Number	IFSC Code	Branch Name
SBI	MD, PUNGRAIN	39341825856	SBIN00078 84	SME Branch, Sector 68, Mohali

- 9.2 The Security Deposit furnished by the tenderer will be subject to the terms and conditions mentioned in the RFP and the Corporation will not be liable for payment of any interest on the Security deposit.
- 9.3 In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, 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 the Corporation by such conduct of the tenderer will be recovered from the tenderer, without Prejudice to any other rights and remedies of the Corporation under the Contract and Law. The tenderer will also be debarred from participating in any future tenders of the Corporation 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 Corporation and there is no dispute pending with the Successful Tenderer/party.
- 9.4 The Security Deposit will be refunded to the Successful Tenderers on due satisfactory performance of the services, and on completion of all obligations by the tenderer under the terms of the Contract, , subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the tenderer. The Corporation will not be liable for payment of any interest on the Security Deposit.

# 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.
- 10.2 The Corporation does not guarantee the minimum quantity which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective Rice mills in the district and the qualified Tenderer is bound to supply the ordered quantity at the designated Rice mill spread across the State of Punjab.
- 10.3 The empaneled FRK manufacturers will have to use Fortified Rice Quality Management System (FRQMS) as per training/instructions provided by the

- 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 successful qualified Tenderer 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 indent placed by the Rice Mill to the Rice mill of the state from the date of final supply order issued by the Rice mill/Corporation.**
- 10.5 The successful tenderer would be issued Letter of Award by Pungrain, the successful tenderer within 2 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 Tenderer will be called upon to make good the same any pay the penalty imposed of any to the PUNGRAIN. In the event of qualified Tenderer failing to make good the rejected stocks, the security Deposit and EMD furnished by the qualified Tenderer shall be forfeited and Corporation is entitled to collect liquidated damages if any from the qualified Tenderer 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 tenderer and recover the difference of cost if any from the Tenderer 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 Tenderer/successful bidder are not entitled to demand/ receive any type of loss incurred for such revised or cancelled orders. The Tenderer/successful bidder cannot initiate any legal proceedings against PUNGRAIN as the decision taken by the Corporation is final and binding on the tenderer/ 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 prescribed within 10 working days against the supply order issued by the Rice Mills. Tenderer shall obtain the details of quantity from the concerned Rice mills.
- 11.2 FRK Tenderer should submit the below documents before dispatching theconsignment:
  - 11.2.1 Certificate of Analysis (COA) from an external NABL accredited laboratory, for each consignment
  - 11.2.2 COA of the premix used for manufacturing FRK, for each consignment.
  - 11.2.3 Details of the quantity of FRK being supplied along with COA.
  - 11.2.4 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 forthat purpose at the Tenderer's premises.
- 11.4 Tenderer 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 tenderer 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 Tenderers 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 Tenderer / 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 80% payment of FRK while placing order with FRK manufacturer, balance 20% 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 Tenderer shall submit the following documents at the time of delivery of the consignment to the respective Rice mill.

12.2.1 Commercial Invoice/Tax invoice

- 12.2.2 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.
- 12.2.3 Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)
- 12.2.4 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 tenderer.

## 13 EXTENSION TIME

- 13.1 Upon successful completion of the work order, the tender can be extended for afurther 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 Tenderers, extension of time (not beyond 15 days from date of order) will be granted at the discretion of the Rice mill.

## 14 <u>PENALTY ON DEFAUL</u>T:

- 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:
  - 14.1.1 The first violation may be penalized with an amount of Rs. 10,000/-.
  - 14.1.2 Second such violation may be penalized with an amount of Rs. 25,000/-.
  - 14.1.3 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 Tenderers, 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 **Rs 50,000/-** Penalty for each consignment. The Tenderer is also informed that any deviation in quality specifications of terms and conditions if noticed the said Tenderer will be blacklisted from participating in further tenders of the corporation besides recovery of any loss /damage sustained by the corporation 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 <u>CANCELLATION OF SUPPLY ORDER: -</u>

- 15.1 The Successful Tenderer, if breaches any condition or clause of the terms and condition of this tender the Corporation 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 Tenderer is suspended due to violation of terms and conditions of this tender under any contract with the Corporation, all other contracts of the said Successful Tenderer with the Corporation, 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 Corporation then the Supply order will automatically come to an end or partly continues for which Tenderer 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 Corporation 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 Corporation may, without prejudice to any other remedy for breach of terms & condition of tender, by written notice of default sent to the Tenderer reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the followings:
  - 15.4.1 The Successful Tenderer unable to supply the offered quantity of the Units within prescribed time limit mentioned by Rice Mill/PUNGRAIN (or)
  - 15.4.2 If the Successful Tenderer fails to promptly correct the defect in the supplied goods in the time limit given by rice mill/SPA (or)
  - 15.4.3 If the Successful Tenderer fails to perform any other obligation(s) under the Tender (or)
  - 15.4.4 The Corporation or the Tenderer goes bankrupt or goes into liquidation other han for a reconstruction or amalgamation.
- 15.5 Notwithstanding the above, the Corporation may terminate / reject the offer for violation of any law, for any reason of quality of supply; or for any irregularity committed by the bidder or any other like reasons.
- 15.6 If the Supply order is terminated the Tenderer shall stop supply immediately.
- 15.7 In the event of termination of Supply order by the Corporation on account of breach of any terms and conditions of the contract by the Tenderer the

entire Security Deposit given by the Tenderer will stand forfeited.

15.8 **Foreclosure** - The Corporation reserves the right to foreclose the Supply order without assigning any reason. In such a case the Tenderer 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 Corporation 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:
  - 16.3.1 Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
    - 16.3.1.1 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).
    - 16.3.1.2 Epidemic such as plague; Any event or circumstance of a nature analogous to any of the foregoing.
    - 16.3.1.3 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 thisSupply 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-II 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 Tenderer 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 Tenderer. The Successful Tenderer shall be bound to indemnify the Corporation 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 Tenderer or not.

Successful Tenderer 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 Tenderer to any officer/official of the Corporation or Rice miller(s) will (in addition to criminal liability which the Tenderer may incur) terminate this contract. Canvassing on the part of, or on behalf of, the Tenderer will also make his contract liable for termination.

#### 18.4 SUBLETTING:

The Successful Tenderer shall not sublet, transfer, or assign the Contract, or any part thereof.

#### 18.5 **OBSERVANCE OF LAW:**

The Tenderer shall be bound by all laws, orders, etc., in force or issued by theCentral or State Government from time-to-time and shall be solely liable for any penal consequences that may incur due to violation by the Tenderer 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 Tenderer 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 Tenderer/ representative, the Supply order is liable for cancellation apart from recovery of damages from the Security Deposit.

#### **19. EXTENSION OF CONTRACT PERIOD:**

- i) The Tenderer 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 Tenderer during the above period for supplies.
- ii) The contract 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 Tenderer and shall not be called in question.

#### **20** INDEMNITY:

The Tenderer 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 fromany violation of any laws by the Tenderer 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.

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 21 of the above Tender document.

Signature of Applicant: \_\_\_\_\_

Place:

Name: \_\_\_\_\_ Seal:

Date:

#### 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. Name of the Applicant			
2. Constitution of the Tenderer			
3. Office Address			
a) Telephone No.			
b) Mobile No.			
c) E-mail			
d) website			
e) Address			
4. Residential Address			
a) Telephone No.			
b) Mobile No.			
c) E-mail			
d) website			
e) Address			
<b>F</b> DAN sizes he the IT Department			
5. PAN given by the IT Department			
6. Registration Certificate under GST			
7. a) If Partnership firm Name & Address of all			
Partners			
b) If Pagistarad under Companies Act. Name of			
b) If Registered under Companies Act, Name of the Chairman and Managing Director with full			
Address.			
11001055.			
c)Name & Address of Proprietor if Proprietor			
concern.			
8. Deed of Partnership /copy of the Registration of			
the firm with Registrar of Firms/Memorandum			
and Articles of Association /Any other			
Registration Certificate			
9. Registration Certificate if it is			
firm/Ltd., Company/Society			
min Europeni gompany / society			

#### (Submit the Self Attested Copies of the Documents)

	RFP FRK KMS 2023-24
10. Year 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 License	
14. 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 or society or corporate body 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 IX regarding shelf-life of FRK supplied would be of 12 months from date of supply.	

n	KI I I KK KM5 2025 24
22. Submitted Two samples of 500 Gms each of FRK with Joint Director (Rice), along with certification of Analysis (COA) in accordance with quality parameters, from any of the NABL (National Accreditation Board for Testing and Calibration Laboratories) food testing laboratories dated not before 7 days (12-09-2023) of date of online submission of this bid 19-09-2023 (Proof of delivery of samples and COA also be uploaded in e-tendering portal.	
FRK Quantity offered till 31.03.2024 (In Qtls) (Min Quantity offered should be 5000Qtls 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 01.10.2023 to 31.03.2024.	

I hereby agree to abide by terms & conditions stipulated in RFP Document as FRK Tenderer in the State of Punjab. 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

Standard Operating Procedure (Dated 15-03-2022)

Available at <a href="http://foodsuppb.gov.in/?q=rules">http://foodsuppb.gov.in/?q=rules</a>

# Annexure-III

**Operational Guidelines Issued by Government of India** 

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

# Standard Operation Procedure (SOP) for monitoring quality of food grains stocks procured under DCP Dated 16-07-2021

Available at <a href="http://foodsuppb.gov.in/?q=rules">http://foodsuppb.gov.in/?q=rules</a>

# Annexure-V

# BIS Fortified Rice Kernels – Specifications IS 17782: 2021

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

# **ANNEXURE VI**

# ADVISORY WITH RESPECT TO ADULTERATION OF FRK WITH CITRIC ACID DATED 03.02.2023.

Available at <a href="http://foodsuppb.gov.in/?q=rules">http://foodsuppb.gov.in/?q=rules</a>

# **ANNEXURE VII**

#### **CERTIFICATE OF COMMERCIAL PRODUCTION OF FRK**

I/We hereby certify that M/s	, Address
having FRK manufacturing unit at _	started commercial production
of FRK w.e.f The Instal	led Capacity of Unit isMT per Hour.
Electric Connection K	W.
FRK manufacturing Capacity o	f the units Qtls per day
FSSAI License No	

#### List of Machinery installed.

Sr. No	Particulars (Name of Machinery	Qty (Nos.)	Remarks

The Attested copied of machinery bills and Copy of latest electricity bill is annexed herewith.

DATE:

SEAL:

SIGNATURE OF THE TENDERER

SIGNATURE OF AUDITOR

CHARTERED ACCOUNTANT NAME IN CAPITAL. Mobile No.

#### **ANNEXURE-VIII**

# (Specimen of the Affidavit for non-blacklisting of the Firm) AFFIDAVIT

(To be attested by Notary Public)

	,			•	,	
I,	 ,	S/o	Sh.			• ,
R/o	 				do	
	d declare as und					

- 1. That I am the sole proprietor/ authorized partner/ signatory of M/s....
- That neither me/ my firm/Company / Society nor any of the partners /Directors/Members has ever been blacklisted by any Central Govt. Ministry/Department, State Govt. or Semi-Govt. or Co-operative Department/ Institution/PSU/ Board/ Corporation.
- 3. That neither me/ my firm/Company / Society nor any of the partners /Directors/Members are under any litigation on account of quality test failure with any of the State/ Central Govt. or Co-operative Department/ Institution, PSU/Board/ Corporation.
- 4. That I/ my firm/ Company / Society shall abide by the Terms & Conditions of the tender as laid down by the PUNGRAIN.

Dated: .....

Deponent

Deponent

#### Verification:

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated: .....

#### **DECLARATION FORM**

A) I/We..... Have Our ..... Office At ..... Do Declare That I/We Have Carefully Read All the Conditions of RFP invited by the Managing Director, Punjab State grains Procurement Corporation Ltd (Pungrain) Anaaj Bhawan, Sector 39 C, Chandigarh for EMPANELMENT OF FRK MANUFACTURERS FOR SUPPLY OF FORTIFIED RICE KERNEL (FRKs) WITH THREE (3) MICRO NUTRIENTS (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 under: -

- 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 12 months from the date of receipt of FRK in Rice mill premises.
- 5. That the downloaded the RFP from <u>https://eproc.punjab.gov.in</u> 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 TENDERER DATE: NAME OF THE ORGANISATION AND ADDRESS:

# ANNEXURE-X

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

#### FINANCIAL BID

Name of the Tenderer: \_\_\_\_\_\_

S. No,	Particulars	Rate for supply of FRK in 25 Kg woven HDPE bags with an inner LDPE lining (Rs. per Qtl. ALL INCLUSIVE).
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 31.03.2024 in Qtls. (Minimum quantity of 5000 Qtls in multiple of 1000 e.g., 5000, 6000, 7000 Qtls up to 31.03.2024 must be offered by bidder)	(TO BE FILLED ONLINE)

Authorized Signature:
Name:
Designation
Name of firm:
Address

Note:

- 1. Rate quoted should be excluding 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 01.10.2023 to 31.03.2024.**

Regd.No.NW/CH-22



Regd.No.CHD/0092/2018-2020

# 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

- 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.

Experience	Exemption in respect of past experience as part of the qualifying requirements				
of the tender.					
(6005) (6006) PUNJAB GOVT. GAZ. (EXTRA), AUGUST 19, 2019 (SRVN 28, 1941 SAKA)					
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.				
	PL urnover Purchase				

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 8<sup>th</sup> August, 2019

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

1840/8-2019/Pb.Govt.Press,S.A.S Nagar

# **ANNEXURE-XII**

Sr. No.	Head Office	Mobile No
1.	Sh. Mahesh Sharma (Superintendent Grade-1, Rice Branch)	88375-17341

# A. List of PUNGRAIN Officials in Head Office

# **B.** List of PUNGRAIN Officials in Various Districts

Sr. No.	DISTRICT	Name of DFSC-cum- District Manager Pungrain	Mobile No.
1	Amritsar	Sh. Amanjeet Singh	99144-00334
2	Barnala	Sh. Harpreet Singh	99883-65999
3	Bathinda	Sh. Vijay Kumar Singla	94635-86470
4	Faridkot	Smt. Vandna Kumari	94632-35400
5	Fatehgarh Sahib	Sh. Harsharanjeet Singh	97797-25465
6	Fazilka	Sh. Himanshu Kukkar	95010-77477
7	Ferozepur	Sh. Raj Rishi Mehra	81465-36161
8	Gurdaspur	Smt. Daisy Khosla	94646-36795
9	Hoshiarpur	Smt. Madhu Goyal	78889-44887
10	Jalandhar	Sh. Narinder Singh	98721-63166
11	Kapurthala	Ms. Sanyogta	84275-55440
12	Ludhiana (w)	Sh. Sanjay Sharma	98147-94789
	Ludhiana (E)	Smt. Shaifali Chopra	98766-07588
13	Mansa	Sh. Mandeep Singh	84277-99335
14	Moga	Smt. Geeta Bishambu	77172-60034
15	Sri Muktsar Sahib	Smt. Vandna Kumar	94632-35400
16	Pathankot	Sh. Gurinder Singh	75084-61924
17	Patiala	Smt. Ravinder Kaur	96460-66135
18	Roop Nagar	Sh. Satvir Singh Maavi	94640-00039
19	Sangrur	Sh. Gurpreet Singh Kang	97813-30180
20	Malerkotla	Sh. Sartaj Singh Cheema	98726-44470
21	SAS NAGAR	Smt. Navreet Kaur	78378-43777
22	SBS Nagar	Sh. Manjinder Singh	98147-17182
23	Tarn Taran	Smt. Jasjit Kaur	99145-46247