

## **Tender for Refined Soybean oil and Refined Vegetable oil (Palmolein)**

E- tenders are invited in two bid system (Technical & Financial bid) for supply of Refined Soybean oil and Refined Vegetable oil (Palmolein) as per following specification, terms & conditions Financial bid of only those suppliers shall be opened who qualify the technical bid.

The manufacturing Unit of Vanaspati/Ref. S.B.Oil are eligible for submitting these offers.

The manufacturing Unit should have minimum license capacity to manufacture 1500 MTs for each Refined Soybean oil and Refined Vegetable oil (Palmolein) per month. Markfed has agreed to outsource(purchase) the Refined Soybean oil and Refined Vegetable oil (Palmolein) from Supplier on long term basis under its own Brand name SOHNA.

The tenderer can participate in the e-tender by visiting e-tendering portal site i.e. eproc.punjab.gov.in. Tenderers shall upload Technical and Financial Bid on the e-tender site. Financial bids of only those parties shall be opened, which are technically qualified. The following are the technical requirements/copy of certificate or proof.

- a. The supplier shall submit the earnest money deposit certificate.
- b. The Supplier shall submit the complete name alongwith the location of the firm.
- c. The supplier shall submit the certificates of GST and PAN.
- d. The supplier shall submit the information regarding infrastructure facility of the plant (like godown, laboratory, Machinery etc.)
- e. The supplier shall submit the per day capacity proof of the plant.
- f. The supplier shall submit the laboratory facilities available with the plant.
- g. The supplier shall submit the certificate of Accredited Certification (ISO, HACCP etc.)
- h The supplier shall submit the certificate of covered/ Scientific storage capacity.
- i. The supplier shall submit the certificate mentioning the name of bankers.
- j. The supplier shall submit the constitution of the firm (whether the tenderer is a proprietorship/ partnership or Company etc.)
- k. The supplier shall submit the certificate of FSSAI License no.
- l. The supplier should have its own brand and should be marketing under the same brand name in the Domestic/ International Market.
- m. The supplier shall submit the name of the insurance company and shall mention its validation date.
- n. The supplier shall submit the General power of attorney given by the company to sign papers and documents etc.
- o. The supplier shall submit the undertaking to the effect that the tenderer have no dispute with Markfed and are not black listed by any of the agency.
- p. The supplier should submit the test report of product from any govt/authorized lab
- q. The supplier shall submit at least two samples of product along with test report before opening of technical bid

### 1. **PRODUCT:**

- a. The product to be covered under this agreement would be Refined Soybean oil and Refined Vegetable oil (Palmolein) shall be supplied in different packs and size as permitted under the relevant laws and as required from time to time by Markfed. It is expressly understood between Supplier and MARKFED that any

brand name belonging to Markfed such as SOHNA or any other such brand is to be used only in respect of supplies being made to Markfed and Supplier is not entitled to use these brand name in any other context, both during the pendency of this agreement and after termination of this agreement.

- b. Refined Soybean oil and Refined Vegetable oil (Palmolein) shall be free from any adulteration
- c. Supplier shall ensure proper hygiene practice throughout oil food chain.
- d. Refined Soybean oil and Refined Vegetable oil (Palmolein) shall be free from foreign particle and other impurities which is unsafe for human consumption
- e. Supplier shall ensure all the compliance as per FSSAI norms and any other statutory norms as applicable from time to time.
- f. Refined Soybean oil and Refined Vegetable oil (Palmolein) shall be free from abnormal flavours, odours, coloring matter and preservatives.

## 2. **CONVERSION CHARGES**

The party should quote only conversion charges of the Refined Soybean oil and Refined Vegetable oil (Palmolein) which includes process loss, electricity, manpower, primary and secondary freight, processing charges, Packing material cost along with all type of incidental charges and FOR cost to Khanna Plant, Jalandhar, Chandigarh, Ambala, Ludhiana, Delhi and Bathinda depot of Markfed. The conversion charges shall remain valid for entire period of contract. The party should quote only conversion charges of the Refined Vegetable oil (Palmolein) with 13°C during summer and 9° C during winter.

## 3. **Earnest Money/ Security:**

Tenderer shall have to deposit Rs. 50,000/- towards earnest money. The same shall be adjusted towards security. The successful tenderer shall have to deposit an amount of Rs. 5 lac as security in the shape of bank draft / bank guarantee in favour of Markfed Vanaspati & Allied Industries, Khanna, payable at Khanna within three days of acceptance of offer which will be released on completion of contract. The bank guarantee should be valid for a minimum period of 15 months. No interest shall be paid on EMD/ Security. In case of increase in volume, the security amount will be enhanced accordingly.

## 4.. **PACKING MATERIAL:**

All packing materials (food grade) shall be as per specifications given by Markfed. The supplier shall arrange the packing material from Markfed source or independently strictly as per the specifications and design already approved by Markfed. Copy of specifications of packing material is attached. Printing matter on the packing material shall be got approved from Markfed Vanaspati & Allied Industries, Khanna before its packing.

Thus the cost of packing material is the part of conversion charges. Packaging material (food grade) shall be made of substances which are safe and suitable for their intended use. They should not impart any toxic substance or undesirable odour or flavour to the product.

Specification of Packing material:

### A) **TIN 15 ltr/KG**

- a. TIN should be standard grade single cold reduced electrolytic Tin plate conforming to IS:1993 for non ISI weighing 900 gm height 325mm(+/- 2 mm) & width 237 mm
- b. Tin plate used for manufacturing of Tin containers for packing edible oil and fats shall confirm to standards of prime grade quality contained in BIS standard No. 1993 or 13955 or 9025 or 13054 as amended from time to time in accordance with Govt. of India NOTIFICATION.
- c. Tin should be in multicolour offset printing with all four side (Fully printed).Printed matter & Art Work will be provided by Markfed.

**B) 1 ltr Pouch**

The dimension of pouch film is 330 mm\*247mm (+/-2mm)  
Thickness of pouch is 110(+/-5) Micron

**C) Corrugated Boxes**

The pouches shall be packed in C/box in 10\*1 size with measurement 310\*205\*205mm.  
Five Ply, Bursting Strength-10Kg/cm<sup>2</sup> and Compression Strength-135 kgf

**D) 1 Ltr Pet Bottle**

- a. 1Ltr. ((Bare Wt.29 Gm. +/-1Gm. CTC NECK (with Cap 3gm)
- b. The pet bottles shall be packed in C/box in 12\*1 size with measurement(335\*245\*285mm)  
Five Ply, Bursting Strength-11.25 Kg/cm<sup>2</sup> and Compression Strength-300 kgf.

**5. PRODUCTION:**

The production of the Refined Soybean oil and Refined Vegetable oil (Palmolein) shall be looked after by Supplier. The Supplier will supply Refined Vegetable oil (Palmolein) in different packs i.e 1 ltr pouch, 15 ltr Tin and 15 kg tin . The Supplier will supply Refined Soybean oil in different packs i.e 1 ltr pouch,1Ltr.Pet Bottle, 15 ltr Tin and 15 kg tin as as advised by Markfed from time to time.

Markfed shall outsource or purchase upto 150 MT Ref. S.B.Oil per month initially. The quantity can be increased or decreased by Markfed depending upon market response without any obligations of Markfed. Supplier will be bound to supply Refined Soybean oil and Refined Vegetable oil (Palmolein) to Markfed as per requirement with in Seven days of the placement of order by Markfed and as per delivery schedule. In case of non supply / short supply within the stipulated period, Markfed shall be at liberty to arrange the material at the risk and cost of the supplier besides forfeiture of security. The process of manufacturing including any process incidental or ancillary to it shall be carried out by the producer as permitted by relevant laws. Supplier shall continuously process each lot of Refined Soybean oil and Refined Vegetable oil (Palmolein) under supervision of quality control officer deputed by Markfed.

**6. MANPOWER:**

All the manpower that may be required for manufacturing and other operations including material handling etc. would be arranged by Supplier. Markfed will not be responsible for such employees. However, in case Markfed desires, Markfed shall be at liberty to have their own quality control officer, placed in the premises of the Supplier to check quantity/ quality of product being supplied for which necessary sitting arrangements shall have to be made by Supplier and Supplier will not have any reservation to provide facility for Refined Soybean oil and Refined Vegetable oil (Palmolein) testing and access to the Plant, Stores etc. to Markfed Staff.Such periodic check of quality norms by Markfed personnel will however not absolve supplier from their obligations and responsibilities to comply with the prescribed quality and standards of Refined Soybean oil and Refined Vegetable oil (Palmolein). Also violation of any statutory provisions as applicable from time to time.

7. **PACKAGING**

Refined Soybean oil and Refined Vegetable oil (Palmolein) shall be packaged in different packs which will safeguard the hygienic, nutritional, technological qualities of the product. When the product is packaged in sacks these must be clean sturdy and strongly sealed.

- f) In order to ensure that the finished product strictly conforms to the quality standards specified/to be specified from time to time and to relevant statutory rules. Markfed Quality Assurance officials at the factory of Supplier may check the quality of the packing material and the finished product.
- g) Such periodic check of quality norms by Markfed personnel will however not absolve supplier from their obligations and responsibilities to comply with the prescribed quality and standards of Refined Soybean oil and Refined Vegetable oil (Palmolein) . Also violation of any statutory provisions as applicable from time to time.
- h) Supplier further undertakes and guarantees that Refined Soybean oil and Refined Vegetable oil (Palmolein) to be supplied to Markfed would strictly conform to the relevant quality standards prescribed under FSSAI-2006, Food Safety & Standards Act 2006, PFA Rules or any other relevant statutory provisions including conformance to weight & Measures Act. Packaged Commodity Rules and statutory label declarations etc. Markfed shall also be entitled for recovery of damages on account of lowering the reputation on account of supplying poor quality of Refined Soybean oil and Refined Vegetable oil (Palmolein). In case of any failure of samples under PFA Rules/any other statutory provisions or any replacement etc. for the stocks lying with Markfed Depots /CFAs/branches or channel partners i.e. dealers/retailers etc., the supplier will be solely responsible for all its consequences/damages etc. and will indemnify Markfed for these losses.
- i) For any deficiency in quality standards of Refined Soybean oil and Refined Vegetable oil (Palmolein) or any deviation from compliance of the statutory rules including PFA rules governing package declarations, Supplier fully undertakes to secure and indemnify Markfed from the loss / damages if any.
- j) One lot of Refined Soybean oil and Refined Vegetable oil (Palmolein) shall comprise of 9 MT. Each lot of 9 MT will be supplemented with a laboratory analysis report indicating mandatory quality norms. Markfed shall cross check the report in its own laboratory at Ropar or through other Labs. The analysis result of the Lab in such case shall be binding on the supplier. The testing charges shall be borne by the Supplier. In case the lot does not confirm to the specifications, the same shall be rejected and the supplier shall offer fresh lot for testing.

8. **Specifications of Refined Soya bean Oil:**

FFA	0.10%
COLOUR (Y+5R) 1”CELL	Up to 3 units.
M&SI	0 to 0.1%
CLARITY TEST	Should be clear
PV	1.0 Meg/Kg
RI at 40 C	1.4650 to 1.4710
M.B test	Negative

Mineral Test	Negative
Taste & SMELL	O K
Agremone Test	Negative
Vitamine A	2500 IU/750mcg in 100g
Vitamine D	450IU/11.25mcg in 100g
GLC	As and when required

**Specifications of Refined Palmolein Oil:**

FFA	0.12% (Max.)
M&SI	0.10%
COLOUR	4.0 Red (max)in 5.25 Cell
Saponification Value	195-205
Iodine Value	54-62
Cloud Point	Summer (April-Sep) 13 °C( Max) Winter (Oct-March) 9 °C( Max)
CLARITY TEST	Should be clear
PV	1.0 Meg/Kg
RI at 40 C	1.4550 to 1.4610
M.B test	Negative
Mineral Test	Negative
H.B Test	Negative
Taste & SMELL	O K
Agremone Test	Negative
Vitamine A	2500 IU/750mcg in 100g
Vitamine D	450IU/11.25mcg in 100g
GLC	As and when required

9. **PRICE:**

- The price of Refined Soybean oil excluding GST will be settled periodically as per the prevailing rate of MCX spot price of Refined Soybean oil per Quintal ex-Indore + accepted conversion charges including primary and secondary freight as per tender, all inclusive of raw material, process loss, electricity, manpower, processing charges and FOR cost to Khanna Plant and other locations given by Markfed.
- The price of Refined Vegetable oil (Palmolein) excluding GST will be settled periodically as per the prevailing rate of MCX spot price of CPO oil per Quintal ex-Kandla + accepted conversion charges including primary and secondary freight as per tender, all inclusive of raw material, process loss, electricity, manpower, processing charges, including all other incidental charges If any and FOR cost to Khanna Plant and other locations given by Markfed.

The tenderer while supplying goods shall issue tax invoice in which GST and other taxes may be shown separately. The price quoted as Conversion Charges shall remain valid for the entire period of contract.

10. **GST:**

The Supplier will raise invoices on Markfed for products as per GST on F.O.R. basis at Khanna & other location given by Markfed.

11. **PAYMENT TERMS:**

The party will deliver in advance the Refined Soybean oil and Refined Vegetable oil (Palmolein) packed as per Markfed requirement of the specifications detailed in the agreement. Markfed would make payment within ten days from the date of receipt of Refined Soybean oil and Refined Vegetable oil (Palmolein) ..

12. **RECONCILIATION:**

Reconciliation of accounts would be once quarterly by both the parties and debit/credit notes would be issued accordingly.

13. **STATUTORY REQUIREMENTS :**

Supplier has agreed to comply with all the statutory requirements and rules & Regulations promulgated by the Govt.(Central and state) & the local bodies for manufacture & supply of the product such as VOP control order, BIS or any such order applicable & shall be liable for any violation thereof. The supplier shall reimburse to Markfed legal expenses incurred by Markfed defending any case/ prosecution on account of any omission or commission on the part of Supplier in complying with the requirements. In all such cases the supplier will indemnify the Markfed for any liabilities. If any specific approval is required from any authorities, the same will be arranged by Suppliers.

14. **INSURANCE :**

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

15. **PERIOD OF AGREEMENT:**

This agreement shall be valid for a period of six months, which can be extended for a period of three months at the discretion of Markfed on the same terms and conditions. If the performance of the party is not found Satisfactory, the Contract can be terminated at any time by giving one months notice. The party should plan purchase and consumption of packing material in such a way during the ending period, so that no inventory of packing material is left over at the time of termination of its agreement. However the packing material lying at the premises of party purchased with the concurrence of G.M. Khanna shall be utilized. Any shortage in raw material finished goods or packing material would not be charged to Markfed at the termination of agreement. Markfed would be at liberty to take over all the finished product duly packed out of the balance stocks lying at the premises of the supplier.& will not misuse the packing material after completion /termination of contract.

16. **Penalty**

In case the Refined Soybean oil and Refined Vegetable oil (Palmolein) is found below specification, and any complaint regarding quality of Refined Soybean oil and Refined Vegetable oil (Palmolein) is reported from the market, the supplier shall have to immediately replace the Refined Soybean oil and Refined Vegetable oil (Palmolein) at their own expenses not later than three days.the stock under complaint as lifted back, shall separately be stored by the party and packing material of such stock shall be cut and torn in presence of Markfed representative to eliminate the chance of recirculation and party shall ensure that

these stock cannot repacked under Sohna Brand.in case such complaint of recirculation of stock under complaint reoccur, the contract shall be terminated & proceeding for purchase at risk and cost shall be initiated. In case the failure of the supplier for replacement of Refined Soybean oil and Refined Vegetable oil (Palmolein), Markfed reserves the right to terminate the contract /agreement, make up loss/damages occurred on this account of any kind including replacement by encashing the bank guarantee/forfeiture of security and launch Civil and Criminal proceedings against the miller.

17. In case of any change in tender documents, the corrigendum/addendum will be uploaded only at [www.markfedpunjab.com](http://www.markfedpunjab.com) and [eproc.punjab.gov.in](http://eproc.punjab.gov.in).

18. **ARBITRATION:**

In case of any disputes or difference which may arise between the Supplier and Markfed relating to, arising out of or connected to this agreement, the matter shall be referred to arbitration and sole arbitrator shall be appointed by Managing Director, Markfed for adjudication of the dispute under the Arbitration and Conciliation Act, 1996 and whose decision shall be final and binding on both the parties. All the proceedings under the agreement or otherwise shall be subjected to the jurisdiction of Chandigarh courts only and no other court will have any jurisdiction.