

Annexure – ‘A’ Material Specification
Annexure – ‘B’ Quantity
Annexure – ‘C’ Indemnification Format

TERMS AND CONDITIONS FOR PURCHASE OF RAW METRIAL
(TECHNICAL, EMULSIFIER & BULK) AND TOLL MANUFACTURING
PRODUCTS ON RATE CONTRACT BASIS

COST OF TENDER: - Rs. 500/- (five hundred)

SPECIFICATION:-

1) TOLL MANUFACTURING PRODUCTS:

- (i) The material should strictly be as per the specifications at **annex-A**.
- (ii) The Pesticides should conform to the relevant CIB/ISI specification (latest amendments if any) with minimum purity as per declared value and attested copy of ISI certification marks license to be enclosed if applicable. (Sr. No. 1 & 2 of Technical Bid).
- (iii) The product should be packed in appropriate packing as approved by C.I.B in the brand of Markfed and bear the name of manufacturer. All the packing material should be conform to ISI specification and C.I.B requirements. Supplier will be responsible for safe delivery of stocks at destination. Any stock damaged during transit shall be replaced by the supplier. Attested copy of CIB License to be enclosed.
- (iv) All the packing and labeling printed matter should conform to requirement of Insecticide act 1968 and rules made there under and other statutory provisions.
- (v) Technical used for formulation should conform to the relevant ISI specifications and should not be more than four month old.
- (vi) The shelf life of the formulation should not be less than the declared minimum shelf life approved by Central Insecticides Board.
- (vii) Sources of Technical used in formulation should be approved from Central Insecticide Board along with documentary proof from them. (Sr. No.3 of Documents for Technical Bid)
- (viii) Each pack should contain a leaflet enclosed in Polythene bag.
- (ix) The leaflet should be in single colour, offset printed and in three languages namely English, Hindi & Punjabi, on plain white paper

2) RAW MATERIALS:

- (i) **Technical:** Should conform to CIB specification/ ISI specifications (with latest amendments) or should be ISI marked.
- (ii) **Emulsifier:** Should be suitable for formulation of respective product.

- (iii) **Bulk Formulation:** Should conform to the CIB specification/ISI specifications (with latest amendments). The nominal value for the bulk formulation should not be less than the prescribed value of the respective product.

Terms and conditions:-

1 Earnest money: - E- tender must accompany earnest money of Rs.500,000 (Rupees Five Lac) or 2% of the value whichever is less provided the value of tender is less than Rs.10.00 Crore. For tender value more than Rs.10.00 Crores, the earnest money shall be Rs.10,00,000/- lacs (the actual EMD to be deposited shall be indicated in tender form specifically after rounding-off in the multiples of 5000 to the next higher position) & Tender form fee Rs.500/- deposited through online payment in the Markfed Account. Tenders not accompanied with earnest money shall be rejected. The earnest money is subject to forfeiture if after submitting the tender, the tenderer resiles from or modifies any of the terms and conditions of the tender offered (Sr. No.4 of Technical Bid).

2 Security for all the items will be calculated as under:

For tender value upto 2 crores security @ 5% or Rs.1 lacs whichever is less will be paid by the bidder for every 25 lacs or a part thereof. For tender value between 2-5 crores the security will be Rs.10 lacs, between 5-10 crores the security will be Rs.15 lacs, beyond 10 crores the security will be Rs.20 lacs.

Successful bidder is required to pay the above security within 10 working days through DD in favour of Markfed Agro Chemicals, Mohali failing which 150% of the amount calculated above shall be retained before the first payment is released.

The earnest money of successful tenderer shall be adjusted towards security deposit and shall be refunded after the satisfactory execution of the order without any interest thereon. An earnest money of the tenderer already lying with Markfed on account of any other contract shall not be adjusted against the earnest money/security of this tender.

3 RATE: -

- (i) The rate offered by the tenderer should be in Indian Rupees. FOR Markfed Agro Chemicals, Mohali in case of Technical, Emulsifier & Bulk and inclusive of all taxes, duties, levies, octroi, packing and forwarding charges etc.
- (ii) The rates offered by the tenderer should be in Indian Rupees. FOR Markfed Branch Offices/Dealers/Institution situated in Punjab state in case of Toll Manufacturing inclusive of all taxes, duties, levies, octroi, packing and forwarding charges etc. No escalation in rates during the pendency of the contract would be demanded, however if any decrease in ED or any statutory levy will be passed on to Markfed.
- (iii) Rates should be offered separately for ISI approved material and non-ISI material wherever applicable.

In case the committee feels that the rates are uneconomical, the committee may invite the party for discussing counter offer.

4 VALIDITY: -

Offers shall be valid and irrevocable for 45 days from the date of opening of tender. In case tenderer resiles from his offer the earnest money will be forfeited and the material will be purchased at his risk & cost besides black listing of the party as per clause 17. **Others Sub-clause (m)** may be undertaken.

5 SUPPLY SCHEDULE: -

Supply schedule will be given by Dy. G.M, Markfed Agro Chemicals, Mohali as per requirement. However the period of 10 days shall be given for 1st supply from issue of purchase order in case of Technical, Emulsifiers & Bulk and 21 days for Toll Manufacturing Products for preparation of packing material. In case of any difficulty Dy. G.M. Mohali will allow extension in supply period as per requirement.

6 NON BLACK LISTING:-

The supplier/firm/company should not have been black listed by the State/Central Govt. or their functionaries. Further the partner/ director of the firm/company also should not be the partner/director of other supplier/firm/companies blacklisted by the State/Central Govt. or its functionaries attached self declarations. (Sr. No. 5 of Technical Bid)

7 PENALTY: -

7(a) Delay in Supply: Penalty at the rate of 1% of the value of the undelivered material shall be imposed on account of delay for one week or part thereof subject to maximum of four weeks on the supplies as per the confirmed order which will be deducted from the pending payment or from the security deposit or recovered from by issuing proper notice and by adopting legal recourses if need be.

7(b) Material supplied beyond tolerance: Markfed also reserves the right to cancel/reject the supply order in whole or part thereof or purchase the goods from other sources after the two week period at the risk and cost of the supplier firm beside forfeiture of security, if the material received is found to be substandard beyond tolerance or any other major fault in the material on the part of the supplier relating to the contract, without any separate notice to the supplier in this regard.

8 SAMPLE & TEST REPORT:-

Each tenderer will submit along with the technical bid a duly sealed sample of the product along with the test report as per CIB/ISI specifications from a Govt. approved Laboratory.

Further, in case of Toll Manufacturing each invoice will be accompanied by company's Laboratory test report or test report of Govt. approved laboratory batch – wise. For any legal complication arising due to failure of sample (at the level of Agriculture Deptt.), the responsibility shall be borne by the supplier for the same. Markfed may also take suitable

action with regard to the replacement of substandard stocks and recovery of amount with interest and may initiate suitable action against the party. (Sr. No. 6 of Technical Bid)

9 AUTHORISATION:-

Those parties/or authorized distributors quoting rates on behalf of reputed manufacturers, must attached a fresh certificate of authorization from the company failing which tender will be rejected. (Sr. No. 8 of Technical Bid)

10 INSPECTION:

- a) **Toll Manufacturing Products:** The authorized representative of Markfed will remain present in the factory premises for concurrent checking / inspection/testing and for drawing of samples for counter testing at Markfed Laboratory independently or any other reputed laboratory to be decided by Markfed. The supplier shall intimate in advance before starting production. The supplier shall maintain proper record of testing of raw material & finished stocks. Test reports of every batch of technical and finished material duly signed will be sent to Markfed Agro Chemicals Plant, Mohali daily Samples of each and every batch jointly sealed shall be sent to Markfed Laboratory daily. Samples can also be drawn at destination. In case the stocks are below specifications the same shall be rejected out rightly and replacement must be ensured at the earliest but not later than one week. In case of non-replacement and non-supply, material shall be arranged at the risk and cost of the supplier and Markfed will have the right to forfeit security as a whole or part thereof in addition to any other action as per the right that Markfed may have under the law of the land. No testing charges are payable by the supplier, if stocks are tested in Markfed laboratory. However, the testing charges shall be borne by the supplier if done from any other reputed laboratory.

The source of technical and other ingredient to be used in the manufacture of item quoted shall be made available to the representative of Markfed for verification before start of production. Sample of packing material may also be drawn.

Markfed can also draw sample of any ingredients used in the formulation at any time and only prescribe ingredients will be allowed to be used to maintain the quality and shelf life of the product.

The toll manufacturer shall be fully responsible for the quality and quantity of the product till the expiry date. Each and every container shall be printed with the name of the manufacturer and marketed by Markfed Agro Chemicals, Mohali. In case of deviation in quality during shelf life, the supplier shall replace the stock at its risk & cost.

- b) **Technical, Emulsifier & Bulk Formulations:** Inspection of stock will be done by the authorized officer of Markfed at destination on receipt of stocks in the presence of supplier or his representative, if available. Random samples shall be drawn from each batch and tested at Markfed Testing Laboratory for analysis as per prescribed/BIS specification. In case of no supply or the stocks are found below the prescribed specification, the supplier will have to replace the same at their risk and cost within 10

days of receiving intimation, failing which Markfed will have the right to forfeit security as a whole or part thereof in addition to any other action as per the right that Markfed may have under the law of the land including purchases from other source at the risk and cost of the supplier. Markfed may make deduction proportionately, if the stocks are not as per prescribed specification but are within limit prescribed under the law and can be used. No testing charges are payable by the supplier, if stocks are tested in Markfed Laboratory. However, the testing charges shall be borne by the supplier if done from any other reputed laboratory.

11 STATUTORY REQUIREMENT:-

The toll manufacturer shall fulfill all statutory requirements for undertaking the Job/Sale permission and Markfed shall not be liable for any lapse in this regard.

12 PAYMENT:-

i) For Toll Manufacturing Products

The supplier will submit bills duly signed and stamped by concerned BO/FSO/DM/ Incharge of Institution to Dy. G.M Markfed Agro Chemicals, Mohali. 90% payment will be released within 30 days after submission of Bills along with receipts by the plant. 10% payment after reconciliation of account with each District.

ii) For Raw Material, Emulsifier, Bulk & Packing Material

90% payment shall be released within 30 working days from the satisfactory receipt of stock as per prescribed specification. Bank charges if any shall be deducted from the payment of the supplier. Balance 10% will be released after 30 days after reconciliation of accounts.

13 QUANTITY:

For items at annexure 'B', Markfed and successful bidder/s will enter into the Rate Contract which will be valid from 20.01.2018 to 19.07.2018.

This being a Rate Contract, the likely quantities are indicative only. Markfed does not assure any business on account of Rate Contract. The quantities can be increased /decreased during the Rate Contract and the bidder shall be bound to supply during the period of Rate Contract.

Markfed reserves the right to split its requirement between two suppliers for any or all of the items at Annexure B in the ratio of 60:40 if Markfed feels that the one party may not be able to supply entire material within short period. L-2 party will have to match the rate of L-1. In case L-1 offers quantity less than 60% of the tender quantity, order may be split among L-1, L-2 and L-3 on the same principle.

14 INDEMNIFICATION:

For Toll Manufacturing Products, the successful tenderer/supplier will indemnify Markfed from any liability/damages arising out of samples drawn/damage to crops of farmers on account of any loss/adverse effect/ inefficacy on the crop and about the quality of material as per specification under the provisions of Law and will be solely responsible for the same for which he is required to submit an Indemnification Bond on non judicial paper of Rs. 15/- duly attested by a Executive Magistrate to Markfed in the prescribed format at “**Annexure-C**” within 7 days of issue of Purchase.

15. FORCE MAJEURE:-

No failure by a party to perform its obligations under the Agreements shall put that party in default or breach of its obligations under the Agreements or impose any liability on that party for any losses or damages or delay of any nature whatsoever incurred or suffered by the other to the extent that and for so long as the failure to perform is due solely to any event or circumstance which is beyond the reasonable control of such party which does not arise out of particular circumstance which are or should have been in the contemplation of that party at the time of entering into the Agreement and which results or causes the failure of that party to perform its obligations under the Agreement, including act of God, act of Government, act of public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, invasion, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, radioactive contamination, accumulation of snow or ice, lack of water, explosion or any such event being referred to in this clause as an event of Force Majeure.

Immediately following the date of commencement of any event of Force Majeure and within a reasonable time following the date of termination of such event of Force Majeure, any party which invoked it shall submit to the other party written notice of the happening of such event and reasonable proof of the nature of the event and of its effect upon the performance of the party's obligations under the Agreement.

The parties shall use all reasonable endeavors to prevent and mitigate the effects of any delay occasioned by or otherwise consequence of any event of Force Majeure.

16 Arbitration Clause:-

In case of any dispute relating to contract/supply order due to interpretation or implementation of the terms and conditions or due to delay in delivery of stocks or stocks supplied being substandard or due to any other point relating to this contract the matter shall be referred for arbitration to Managing director of Markfed or his nominee whose decision shall be final and binding upon both the parties. Such Arbitrations proceeding shall be held within the Jurisdiction of Chandigarh Court only.

17 OTHERS:-

- a. Conditional tenders will not be accepted.
- b. No negotiation shall be held except with the lowest tenderer.
- c. Financial bids shall be opened only of those tenders whose technical bid shall be in order.
- d. In the case of supplies at lower rates to other parties / institutions or in case of crash of rates in the market, those lower rates will be applicable to Markfed and the payment shall be released accordingly.
- e. For Technical and Emulsifier material preferably should not be more than 4 months old at the time of supplies (attached proofs)
- f. Tech. used in bulk formulation should be fresh & not more than 4 months old. Bulk formulation should be as per the composition approved by Central Insecticides Board along with documentary proof from them. Affidavit in this connection to be submitted. Minimum purity as per nominal value and shelf life approved by C.I.B. Attested copies of CIB and ISI Certification marks, license to be enclosed.
- g. Sources of Technical used in formulation should be approved from Central Insecticide Board along with documentary proof from them. Minimum purity as per nominal value as per annexure 'A' and shelf life approved by CIB. Attested copies of ISI Certification marks license to be enclosed if applicable.
- h. If quality is affected and found non-conforming to BIS specification during shelf life (Two years) the entire stocks of that particular batch shall be replaced.
- i. Preference will be given to manufacturer/supplier having respective PAU approved brands in bulk purchase.
- j. Comparison regarding price shall be on the basis of purity mentioned for each Technical.
- k. In case of Toll Manufacturing, benefit of change in excise duty as per budget and change in MRP as per market sale rate shall be applicable.
- l. The supplier shall have the experience of manufacturing of material and shall also furnish Proof of the supplies made to others parties during last year and supplies being made in the current year.
- m. In case the party withdraws the offer or if the risk & cost differential is more than the EMD/security and fails to compensate Markfed as per notice issued for the purpose, Markfed may black list the party for a period upto 2 years. This action will be in addition to recovery under risk & cost.
- n. AMD/ED Markfed reserves the right to reject the tender in whole or in part without assigning any reasons.

Check list of documents to be uploaded/Sample Technical Bid Document

MARKFED AGRO CHEMICALS		
S.A.S. NAGAR (MOHALI), PUNJAB		
Tender No.:-PSCSMFL/2017-18/		
Technical Bid		
Name of the Firm		
Item for which tender has been applied		
Sr. No.	Particulars	Rates to be quoted (INR)
1	Copy of CIB Registration Certificate	
2	ISI Certification marks License	
3	Source of Technical	
a)	Indigenous: Yes or No. If yes, indicate source	
b) (i)	Imported: Yes or No	
(ii)	If imported, specify the country.	
(iii)	Whether approved by C.I.B., Attach Proof	
4 a)	Earnest Money (Refer clause 1 of terms & conditions Rs._____deposited on_____through_____	
b)	Proof of deposit of Earnest Money	
5	Certificate regarding Non Blacklisting	
6 a)	Sealed Sample of Product submitted or not	
b)	Test report of sample submitted	
7	Resolution of authorization for participation in tender	
8	Authorization from original manufacturer to dealer for participation in tender	
9	Copy of Manufacturing License	
10	Copy of Partnership Deed/Copy of Registration Certificate or Copy of Memorandum of Article of Association (as the case may be)	
11	Self declaration of Production Capacity of the Firm	
12	Copy of PAN Card	
13	Copy of GST/ VAT/ST/CST and Central Excise No. copy of Certificate of concerned Department	
14	Copy of latest Balance Sheet for last year	

15	Relevant documents showing the supplies made to other firms with particulars of quantity, name of purchaser etc. for last one year	
16	We shall undertake to submit the affidavit duly attested by Notary in the prescribed performa duly signed by our authorized representative if order is given to us.	
17	An undertaking on party's letterhead by the authorized signatory/ies to the effect that I have read and accepted all the term and conditions of tender	

I/We undertake that all the information provided by me/us is correct to the best of my knowledge and belief. I/We agree that in case of any mis-representation identified in future, Markfed may debar me/us for participation in tenders in future.

Name: _____
Complete Address _____

Mobile No. _____
Phone No. _____
Email ID _____

NOTE: -

Tenderers who do not submit proof (self attested copy) in respect of any document shall be rejected out rightly. Technical bid shall also be assessed by evaluating balance sheet and supplies made to other parties. AMD/ED Markfed reserves the right to cancel bids of the tenderers after such assessments.

Sample Financial Bid Document (Technical, Emulsifier & Bulk Products)

MARKFED AGRO CHEMICALS		
S.A.S. NAGAR (MOHALI), PUNJAB		
Tender No.:- Tender No.:-PSCSMFL/2017-18/		
Financial Bid		
Name of the Firm		
Item for which rate has been quoted		
Sr. No.	Particulars	Rates to be quoted (INR)
1	Purity Percentage	
2	Basic Rate	
3	Discount (-)	
4	Freight (+)	
5	Others (+)	
6	Total	
7	GST (+)	
8	Grand Total	INR 0.00
9	Net Rate to Markfed excluding GST	INR 0.00

These rates are strictly in accordance with the supply schedule/terms and conditions prescribed by you in this tender form, which are duly accepted by us.

Name: _____
 Complete Address _____

 Mobile No. _____
 Phone No. _____
 Email ID _____

Sample Financial Bid Document (Toll Manufacturing Products)

MARKFED AGRO CHEMICALS		
S.A.S. NAGAR (MOHALI), PUNJAB		
Tender No.:- Tender No.:-PSCSMFL/2017-18/		
Financial Bid		
Name of the Firm		
Item for which rate has been quoted		
Sr. No.	Particulars	Rates to be quoted (INR)
1	Basic Rate	
2	GST	
3	Total Rate	INR 0.00
4	Net Rate to Markfed excluding GST	INR 0.00

These rates are strictly in accordance with the supply schedule/terms and conditions prescribed by you in this tender form, which are duly accepted by us.

Name: _____

Complete Address _____

Mobile No. _____

Phone No. _____

Email ID _____

ANNEXURE-B
REQUIREMENT OF RAW MATERIALS
(ON RATE CONTRACT BASIS)

S.NO.	NAME OF ITEM	Likely Quantities
1	Deltamethrin Technical (In Kg)	1500

NOTE: - This being a Rate Contract, the likely quantities are indicative only. Markfed does not assure any business on account of Rate Contract. The quantities can be increased /decreased during the Rate Contract and the bidder shall be bound to supply during the period of Rate Contract.

ANNEXURE-C

INDEMNIFICATION BOND

(Toll Manufacturing of _____)

I, _____, S/o. Sh. _____, resident of _____
do hereby solemnly affirm and declare as under:

1. That I am working as _____ with M/s. _____ and I am authorized on behalf of the company to sign the Indemnification Bond.
2. That the said firm is manufacturing _____ as per the approved composition and shelf-life by the Central Insecticide Board.
3. That _____ supplied to Markfed in Brand name _____ have been toll manufactured from our indigenous /imported technical at _____.
4. That M/s. _____ (Supplier of _____) in the Brand name of _____ will indemnify Markfed from any liability/damages arising out of samples drawn/damage of crops of farmers on account of any loss/adverse effect/inefficacy on the crop and about the quality of material as per specification under the provisions of Law and will be solely responsible for the same.
5. That the firm is responsible for the quality and contents of _____ in the Brand name of _____ supplied by our firm to Markfed for sale during its shelf life.
6. That the technical used in the manufacture of _____ (Brand name) is not more than four months old from the date of supply to Markfed.

DEPONENT

Verification:-

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

Date:-

Place

DEPONENT