

**THE PUNJAB STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED,  
PLOT NO.4, MARKFED HOUSE,  
SECTOR 35-B, CHANDIGARH-160022**

Tender No.PSCSMFL/RC/AP Tablets/2019-20

DATED: 24-05-2019

**TENDER FORM**

**PRICE: Rs.2000+GST (18%)- (Non-refundable)**

From

Managing Director  
MARKFED  
Chandigarh.

To

\_\_\_\_\_  
\_\_\_\_\_

Gentlemen/Sir (s)

On behalf of State Procurement Agencies i.e. PUNSUP, PUNGRAIN, PUNJAB AGRO, PSWC & Markfed, Managing Director, MARKFED, Chandigarh invites e-Tenders for the purchase of Aluminium Phosphide 56% Tablets on Annual Rate Contract basis for the period 1-7-2019 to 31-3-2020.

**1. TERMS AND CONDITIONS:**

The terms and conditions governing the purchase are given at Annexure-"A", Technical specifications at Annexure-"B", Turnover certificate at Annexure-"C", Template of documents and check list at Annexure-"D" and sample of Financial Bid Format at Annexure-"E" are attached herewith.

**2. EARNEST MONEY DEPOSIT (EMD):**

Earnest Money must be deposited as per clause No.1 of tender terms & conditions.

**3. SIGNING OF TENDER:**

Tender document must be signed by the duly authorized signatory.

**4. SUBMISSION OF TENDERS:**

The parties shall submit e-Tender through e-tendering website <https://eproc.punjab.gov.in>. The tender should be uploaded along with Annexure- "A", "B", "C" & "D" along with financial bid separately.

**5. ACCEPTANCE OF TENDER:**

Managing Director, MARKFED reserves the right to accept or reject tender (s) without assigning any reasons. Tenders must be accompanied with all annexure, duly signed on all pages and complete in all respects.

**Additional Managing Director (D)  
MARKFED**

**THE PUNJAB STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED,  
PLOT NO.4, MARKFED HOUSE,  
SECTOR 35-B, CHANDIGARH-160022**

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**ANNEXURE - "A"**

**TERMS & CONDITIONS FOR THE PURCHASE OF ALUMINIUM PHOSPHIDE 56%  
TABLETS ON ANNUAL RATE CONTRACT BASIS**

**1. EARNEST MONEY:**

Earnest money for tender upto Rs.10.00 Crores would be Rs.5,00,000 (Rupees Five Lacs ) or 2% of the value whichever is less. For tender value more than Rs.10.00 Crores, the earnest money shall be Rs.10,00,000/- lacs (Actual EMD 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.2000+GST (18%) deposited through online payment in the Markfed Account. Tenders not accompanied with earnest money are liable to 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.

**2. SECURITY:**

For tender value upto 2 crores security @ 5% or Rs.1 lacs for every 25 lacs or a part thereof whichever is less, will be paid by the successful tenderer. 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.

The successful tenderer shall have to deposit the security amount (excluding the earnest money already deposited by the tenderer) in shape of DD/RTGS in favour of Markfed Agro Chemicals, Mohali, Punjab within 10 days from the date of award of Rate Contract. The earnest money of successful tenderer shall be adjusted in security amount and shall be refunded without any interest thereon subject to No Objection Certificate (NOC) from the concerned Procurement Agencies on successful completion of the contract. An earnest money of tenderer already lying with Markfed on account of any other contract shall not be adjusted against the earnest money/ security of this tender.

The earnest money of unsuccessful tenderers will be refunded after finalization of the tender. No interest shall be paid by Markfed on the amount of earnest money/security in any case.

**3.** Technical Bid shall be opened first to evaluate the eligibility as per terms & conditions. In case the tenderer does not fulfill any of the documentary requirements of the technical bid, their tender shall be rejected out rightly. Financial Bid of only eligible tenderers shall be opened. Earnest money and other supporting documents shall be deposited alongwith the Technical Bid. Financial Bid shall contain one document of Financial Bid as per format given in tender documents.

#### **4. RATE AND PERIOD OF CONTRACT**

**a) RATE:** Rate is to be quoted in the performa of Price Bid enclosed (Annexure-“E”) in the required manner only. Rate to be quoted in Rupees on F.O.R. destination anywhere in Punjab, inclusive of loading, packing/forwarding charges, insurance charges, freight, handling charges and all other ancillary charges/taxes as may be levied by any municipal state or central govt. from times to times (except GST extra as applicable). Markfed/Any State Procurement Agency will, however, not issue any Sales Tax declaration Form (ST-XXII or “C’ Form). The rates quoted should be valid for the entire period of rate contract i.e. from 01.07.2019 to 31.03.2020.

**b) PERIOD OF CONTRACT:** 01.07.2019 to 31.03.2020

**c)** Rate Contract can be extended by another up to 90 days from the date of expiry of the contract at buyer’s option.

#### **5. 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 party will be imposed penalty.

**6. LOT SIZE:** Minimum size for supply shall be 1.5 MT.

#### **7. QUANTITY:**

Markfed and successful tenderer/s will enter into the Rate Contract which will be valid from 01.07.2019 to 31.03.2020.

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 the same during the period of Rate Contract.

Markfed has the right to place order on one supplier or distribute it to more than one supplier at L-1 rate. In case the required quantity cannot be supplied by L-1 party, then L-2 can be asked to supply the entire Aluminium Phosphide quantity at L-1 rates and so on, keeping in view the per day production capacity of the respective suppliers.

#### **8. SUPPLY PERIOD:**

A supply period of 15 days shall be given from date of placement of order. However, this shall exclude the time taken for inspection and by the test house for testing the samples.

#### **9. PENALTY:**

For every week of delay in supply of material, penalty @ 1% of the value of goods not delivered shall be levied, which will be recovered/deducted out of any payment due to the Supplier, including security. Markfed/concerned Procurement Agency reserves the

right to cancel the supply order in whole or in part thereof due to any delay beyond four weeks on the part of the supplier, and thereafter, purchase from other source at the risk and cost of the supplier.

#### **10. INSPECTION:**

The material shall be offered for pre-purchase inspection by the Supplier at his godown in Punjab before dispatches are made. The inspection party shall draw three samples from each batch out of the material offered for the inspection, which shall be jointly sealed. One sealed sample shall be sent to the recognized test house for testing as per ISI specifications. The result of the test house shall be binding on both the parties. The cost of the material drawn as samples as well as testing charges **including GST** of the samples shall be borne by the Supplier. Second and third sealed sample shall be retained by the party and Markfed/concerned Procurement Agency respectively. The inspection of the material will be done by the authorized officer of the Markfed/ concerned Procurement Agency at the godown of the party situated in Punjab alongwith the representative of the supplier. In case the goods are found below the prescribed specifications, the supplier will have to offer other stocks for inspection at his own cost, failing which the Managing Director, Markfed has the right to forfeit the security as a whole or part thereof on the advice/written communication of the concerned Procurement Agency. The forfeiture/deductions shall be in addition to any other right that the purchaser may have under the law of the land.

#### **11. PACKING:**

Packing shall be as per IS: 9503-1988 with upto date amendments. The tablets/pallets shall be packed in leak proof, air tight, seamless, extruded Aluminium Bottle/Flask containing one Kg. of chemicals consisting of not less than 334 tablets. Proportionate quantitative cut for the number of tablets found short shall be made good based on the average weight of the tablet.

#### **12. MARKING:**

The container shall bear legibly and indelibly the following information as required under IS: 6438-1980 and the Insecticides Acts and Rules:-

- a. Name of the material.
- b. Name of the Manufacturer
- c. Date of Manufacture & date of Expiry.
- d. Batch No.
- e. Net mass of the contents.
- f. Aluminium Phosphide content, Percentage;
- g. Minimum cautionary notice as worded in the Insecticides Act and Rules.

In addition to above, each container (Aluminium bottle/Flask containing one kg of AP tablets) must bear a stamp in bold letters "FOR ..... USE ONLY". For example if the material is offered for pre-purchase inspection to Markfed against its requirement/purchase order, then the blank space shall be replaced with MARKFED and so on, as the case (s) may be.

### 13. PAYMENT:

100% payment will be made on actual receipt of the material in good condition as per specifications, on the satisfactory completion of the supply order and after receipt of satisfactory test report from test house. The payment shall be made by the respective state procurement agencies directly to the supplier through RTGS/NEFT at the cost of the party.

The time and date as stipulated shall be deemed to be the essence of the contract and in the event of the supplier's failure to make the supplies in stipulated period, Markfed/concerned Procurement Agency shall be entitled to withhold the payment, including the forfeiture of the security, and to terminate the contract. Notwithstanding anything contained above, Markfed/concerned Procurement Agency reserves the right to make the risk purchase of stocks at the risk and cost of the tenderer/suppliers on account of non-supply of goods in time.

### 14. OTHERS:

a) The conditional tenders or the tenderers depicting his/their own terms & conditions will be considered to be an invalid tenders.

b) The stocks older than three months at the time of inspection/dispatch will not be accepted and if dispatched, the same will be returned to the supplier(s) at their cost.

c) The material shall be insured against transit losses/damaged etc by the supplier at his own cost.

d) The quantity can be increased or decreased according to requirement of Markfed or other Procurement Agency and the supplier shall not be entitled to any revision of rates and the terms & conditions, which will remain unaltered.

e) The material is returnable from the destination at the risk and cost of the supplier if the same is damaged in transit or not found according to the prescribed specifications/approved sample.

f) After the acceptance of supply order, the Markfed will have the right to forfeit the security in addition to imposition of penalty, if any, if the terms & conditions of the supply order are not complied with and will have the right to seek any other legal remedy.

g) Markfed will have the right to issue supply order to any one or more tenderers whose tenders are accepted.

h) Any dispute or difference in respect of either the interpretation or effect of application of any of the terms & conditions of the contract or amount recoverable from the Supplier, the same shall be referred to the sole arbitrator of the Managing Director, Markfed or his nominee whose decision shall be final and binding on both the parties. Such proceedings shall be held within the jurisdiction of Chandigarh courts only.

i) All the corrections and alternations should be signed by the tenderer.

j) In case the tenderer lower the rate or supplies the material at a lower rate than the rate fixed with Markfed during the entire period of contract to any State/Private Agency in Punjab, then that lesser rate would be applicable and payment will be made accordingly. If the payment is already released; the difference would be recovered/adjusted accordingly. The tenderers should submit an Affidavit on Non Judicial Stamp Paper of Rs.100/- to this effect as per **Annexure-"A-1"**.

k) The Managing Director, Markfed reserve the right to accept or reject any or all tenders without assigning any reason.

l) Tenders shall be accepted from manufacturers only. Foreign manufacturers can also quote, provided they have requisite registration of their product with appropriate authority in India. Other terms and conditions however, remain the same as per CIB guidelines.

m) In case there is a dispute between Markfed and the tenderer, their tender shall be rejected outrightly.

n) In case, after the acceptance of tender, if there is a dispute between Markfed and the tenderer, then the same shall be referred to the sole arbitration before authorized arbitrator appointed by the MD, Markfed. There shall be no dispute regarding the appointment of the arbitrator. The decision of the arbitrator shall be final and binding on the parties.

o) The tenderer shall have to submit an undertaking that they have no dispute with Markfed and are not black-listed by any of the agency.

p) Markfed will issue rate contract to the successful party with a copy to all concerned procurement agencies. On the basis of rate contract issued by Markfed, concerned Procurement Agency/Markfed will issue supply schedule to the concerned supplier as per its requirement of AP Tablets from time to time during the period of contract.

q) Force majeure clause shall also be applicable.

**Additional Managing Director (D)  
Markfed**

Signatures of Authorized Person  
On behalf of the tenderer/Firm  
Rubber Stamp

## **TECHNICAL SPECIFICATIONS FOR ALUMINIUM PHOSPHIDE 56% TABLETS**

### **ANNEXURE - "B"**

Sr. No.	Description	Compliance
1.	Material	Aluminium Phosphide
2.	Likely Quantity	280 MTs
3.	Formulation	Tablets of 3 grams each, IS 6438-1980
4.	Quality of the Material	As per IS No.6438-1980 with upto date amendments
5.	Packing	Packing shall be as per IS: 9503-1988 with upto date amendments. The tablets/pallets shall be packed in leak proof, air tight, seamless, extruded Aluminium Bottle/Flask containing one Kg. of chemicals consisting of not less than 334 tablets. Proportionate quantitative cut for the number of tablets found short shall be made good based on the average weight of the tablet.
6.	Guarantee	The product shall be guaranteed against deterioration and disintegration for a minimum of 2 years from the date of manufacture.
7.	Marking	<p>The container shall bear legibly and indelibly the following information as required under IS: 6438-1980 and the Insecticides Acts and Rules:-</p> <ol style="list-style-type: none"><li>Name of the material.</li><li>Name of the Manufacturer.</li><li>Date of Manufacture &amp; date of Expiry.</li><li>Batch No.</li><li>Net mass of the contents.</li><li>Aluminium Phosphide content, Percentage;</li><li>Minimum cautionary notice as worded in the Insecticides Act and Rules.</li></ol> <p>In addition to above, each container (Aluminium bottle/Flask containing one kg of AP tablets) must bear a stamp in bold letters "FOR ..... USE ONLY". For example, if the material is offered for pre-purchase inspection to Markfed against its requirement/purchase order, then the blank space shall be replaced with MARKFED and so on, as the case (s) may be.</p>

**Signature of Tenderer with Rubber Stamp**

**ANNEXURE - "C"**

**DETAILS REGARDING THREE CRORE (3 CRORE) TURNOVER IN TWO FINANCIAL YEARS OUT OF LAST THREE YEARS.**

<b>S. No.</b>	<b>Name of Buyer</b>	<b>Date of Order</b>	<b>Quantity of Aluminium Phosphide 56% Tablets supplied in each year</b>	<b>Value (In Rs.)</b>	<b>Total Turnover</b>	<b>Copy of Certificate from buyer about satisfactory performance of stocks so supplied</b>

**Signature of Tenderer with Rubber Stamp**



**TECHNICAL BID**  
**Template of documents of Technical bid & Check List**  
**for the purchase of Aluminium Phosphide 56% Tablets.**

S. No.	Description	Compliance (Attached or Not)
1.	Proof of submission of Earnest Money	
2.	Proof of deposit of cost of tender form i.e. Rs.2000+GST (18%) through RTGS/NEFT.	
3.	License for use of standard marks under the Indian Standard Institution (Certification Marks) Act, 1952 as amended in 1961.	
4.	Certification of registration of the insecticide issued by the GOI, Ministry of Agriculture, Department of Agriculture under Insecticides Act,1968.	
5.	Manufacturing License	
6.	Self-Declaration of Production Capacity of AP Tablets of the firm	
7.	Permission of Agriculture Department, Punjab to sell AP Tablets in Punjab	
8.	Permanent Account Number (PAN)	
9.	GSTIN Number	
10.	Details regarding Three Crore (3 Crore) turnover in two financial years out of last three years as per Annexure-"C" along with copy of latest audited balance sheet	
11.	General Power of Attorney given by the company to sign papers & documents etc.	
12.	Undertaking to the effect that the tenderer have no dispute with Markfed and all Procurement Agency and are not black list by any of the State/Central agency.	
13.	Affidavit to the effect that the supplier will never quote rate lower than the one fixed with Markfed during the entire period of contract as per Annexure-"A-1"	
14.	Scanned copy of terms and conditions duly signed and accepted by the tenderer.	
15.	The tenderer will submit a cancelled cheque bearing name, A/c no. & IFSC code no. of the Bank on which the EMD/Security amount is to be refunded.	

Note:-

1. The Financial Bid only of those parties will be opened whose Technical bids are found in order as per tender terms and conditions.
2. The documents should be uploaded strictly as per the sequence stated above.

**Signature of Tenderer with Rubber Stamp**

**PRICE BID**

Tender No. PSCSMFL/RC/AP Tablets/2019-20

<b>Name of the Tenderer</b>	
<b>Address of the Tenderer</b>	
<b>Communication Address of the Tenderer</b>	
<b>Telephone No./Fax No./e-mail</b>	
<b>Name of the Authorized Signatory</b>	

**Rate to be quoted in Rupees (Rs.) Per KG only**

- I. Name of Item : Aluminium Phosphide Tablets
- II. Price bid format is provided in **.xls** format along with this tender document, Bidders is advised to download and quote rates and upload it in the site at the respective locations. Same is provided below at III for kind reference only.
- III. Rate quoted on firm, FOR Destination basis for delivery anywhere in Punjab

Description	Unit	Likely Qty.	Rate in Figures (Inclusive of packing/forwarding charges, insurance charges, freight, handling charges all other ancillary charges/ Taxes as may be levied by any municipal state or central Govt. authorities from time to time , exclusive of GST on FOR destination basis) GST extra as applicable.	Rate in Words (Inclusive of packing/forwarding charges, insurance charges, freight, handling charges all other ancillary charges/ Taxes as may be levied by any municipal state or central Govt. authorities from time to time, exclusive of GST on FOR destination basis) GST extra as applicable.
Supply of Aluminium Phosphide 56% Tablets	KG	280000	To be quoted in excel sheet only	To be quoted in excel sheet only

I/We have carefully gone through the Tender terms & conditions and agree to abide by them and have quoted the rate (s) above in pursuant thereto.

**Signature of Tenderer with Rubber Stamp**

**NOTE:** Price bid format is provided in .xls format alongwith this tender document. Bidders are advised to download and quote rates and upload it in the site at the respective location.

**Affidavit Certificate**  
**(To be submitted by the Tenderer) along with the tender document**  
**(On Non Judicial Stamp Paper of Rs.100)**

I / We hereby undertake that the rate quoted in invoice No. \_\_\_\_\_ Dated \_\_\_\_\_ being submitted to \_\_\_\_\_ is the lowest rate offered to any Govt./Semi-Govt./Private agency in the State of Punjab during the period 01.07.2019 to 31.03.2020.

We shall not supply AP (Aluminum Phosphide) to any Govt. /Semi-Govt./ Private Organization within the state of Punjab at rates cover than those offered / Contracted with Markfed during the contractual period.

If at any stage, it is found that we have violated this contractual obligation, Markfed /State procurement agencies shall be at liberty to recover the same form our bills/ security deposit along with penalty of an equivalent amount.

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

Designation: \_\_\_\_\_

Name of the firm/company: \_\_\_\_\_

Full Address: \_\_\_\_\_

\_\_\_\_\_

Place:

Dated:

Rubber Stamp: \_\_\_\_\_

**Note:**

Undertaking to be submitted by the tenderer along with the tender document.  
Undertaking to be submitted by the supplier along with every invoice.