

## **Term & conditions for sale of Basmati Sortex Rejection**

1. Markfed invites sealed tender on the prescribed form under two bids system (Technical and Financial bid) for sale of Basmati Sortex rejection as per detail mentioned below-

Lot No.	Variety	Godown no.	Stack no	No. of Bags 50 kg jute	Weight qtls
I	Basmati sortex rejection	6	9	1664	832.00
II	Basmati sortex rejection	7	9	1500	750.00
	Total				1582.00

The bids through sealed tenders can be submitted in the Marketing Branch, IInd floor, Markfed House, 4, Sector 35 B, Chandigarh upto 29.12.2020 till 11.00 AM. The bids will be opened on the same day at 2.30 PM in the committee room. Incomplete tender form or without the demand draft of form fee and earnest money shall be outrightly rejected.

The detailed terms and conditions can also be seen on Markfed's website i.e. [www.markfedpunjab.com](http://www.markfedpunjab.com).

2. The tenders shall be received as per two bid system i.e.

- i) Technical bid.
- ii) Financial bid.

Technical bid shall be opened first to evaluate the eligibility by the committee. Financial bid of the technically eligible tenderer only shall be opened subsequently.

### **Technical bid:**

3. The technical bid shall include the following documents:-

- i) Earnest money and form fee.
- ii) The proof of constitution of firm/company/partnership.
- iii) Photo copy of GST No. issued by the concerned department.
- iv) General power of attorney given by the company to sign papers & documents.
- v) The tenderer shall abide the terms and conditions of the tender.
- vi) Undertaking to the effect that the tenderer had no dispute with Markfed and has not been black listed by any Govt/PSU.

The tenderer shall submit the required documents as per technical bid and indicate/confirm the same on technical bid performa.

#### **4. Rates:**

- i) The tenderers shall quote rates lotwise separately for each lot. Tenderers can also quote rates for more than one lot but earnest money of each lot be deposited separately.
  - ii) The financial bids for each lot shall be evaluated and decided separately, any conditional offer will be rejected out rightly.
5. The rate offered will be on “as is where is” basis gross weight (inclusive of gunny bags) ex-godown of the Markfed Modern Rice Mill Nawanshahar.
  6. The tenderer can inspect the quality of stocks at the godown of Markfed Modern Rice Mill Nawanshahar.
  7. All taxes whatsoever leviable by any authority at the time of dispatch shall be payable by buyer in addition to the price offered.
  8. The delivery of stocks will be completed at the Sale point in the godown itself and further loading and transportation of the stocks shall be the entire responsibility of the tenderer.
  9. The entire stocks shall be lifted by the party whose tender is accepted within a period of 20 days or as specified in the sale letter from the date of acceptance of the tender without interest and storage charges after making payment for quantity offered for purchase. In case of default on the part of the prospective buyer on lifting the stocks within the stipulated period of 20 days or as specified in the sale letter, he will pay storage charges @ Rs. 1/- per bag per month or part of the month and interest charges @ Rs. 18% per annum for the delayed lifting period subject to maximum of 60 days. If party fails to lift the stocks within 60 days then pre-failure of security and EMD.  
If party lifts the stocks after 20 days or as specified in the sale letter of tender then for lifting the stock, party has to clear the dues with storage charges and interest. If the party fails to lift the stocks within 60 days then his security amount shall be forfeited and the stocks shall be resold at the risk and cost to the party.
  10. In case the party has been awarded tender for more than one lot, lifting shall be allowed stack wise /lot wise only. The party shall be allowed to start lifting of 2nd lot/ 2nd stack after lifting of the entire quantity of 1st lot , deposit of full amount of the first lot/ stack. No pick and choose shall be allowed.
  11. The sealed tender must accompany form fee of Rs. 560/- (GST included).The tender must accompany an earnest money of Rs. 25,000/- for each lot. The earnest money is subject to forfeiture if the tenderer after submitting the offer, rescinds or modifies his offer/terms and conditions thereof in any manner. The earnest money is also subject to forfeiture in case the successful tenderer fails to deposit the requisite security deposit within 5 days of the award of the contract of acceptance of the offer. The earnest money of the successful tenderer can be adjusted towards his security, earnest money of the un-successful tenderer(s) will be returned once the successful tenderer deposits the security after finalization of the deal. No interest shall be paid on the amount of the earnest money in any case.
  12. The party whose offer is accepted shall have to deposit 10% as security in form of RTGS/NEFT/bank draft against the cost of the stocks tendered, in favour of “The Punjab State Cooperative Supply and Marketing Federation Limited,” Sector 35-B Chandigarh within five working days from the acceptance of the offer. EMD

amount shall be adjusted in the security amount. In case the party fails to lift the tendered stocks of rice within the stipulated period, his security amount shall be forfeited and the stocks shall be resold at the risk and cost of the party.

13. Markfed reserves the right to accept or reject, without assigning any reason, any offer. Markfed further reserves the right to cancel the whole or part of the contract or withdraw whole or part of the quantity offered without assigning any reason at any time and no buyer shall have any objection to such a cancellation/withdrawal.
14. Markfed does not guarantee to make any definite quantity available to the buyer, Markfed may accept the offer amongst more than one parties as may be deemed fit by them
15. The delivery of the stocks sold will be given by the Manager of the Markfed Modern Rice Mill Nawanshahar after the buyer presents a payee's account demand draft or payment made through RTGS/NEFT mode in favour of the said Markfed Modern Rice Mill Nawanshahar drawn on any bank towards the cost of the stocks sold together with GST and all other taxes, if any within the period as specified in clause 9. In the event the cost of the stocks sold is not deposited with the Markfed Modern Rice Mill Nawanshahar within the stipulated period Markfed may at their option, forfeit the earnest money security and resell the stocks or part thereof to any other party at the risk and cost of the original buyer apart from the rights of such failure. At the time of giving delivery if there is any shortfall in the declared quantity proportionate refund will be allowed on the preparation of support bill. On the other hand if there is found to be an excess qty, proportionate additional payment will be obtained from the party before giving delivery of the sold excess quantity and the additional payment will be made by the party within two days from the date of intimation to this effect by the Markfed.
16. Markfed shall have discretion to deliver 5% more or less than the contracted quantity on the same terms and conditions. The contract shall be treated as complete with such short/excess delivery.
17. The prospective buyer would be at liberty to take delivery of the goods purchased through authorized representatives. In such circumstances he must authorize the later by a letter of authority, which shall be presented to the officer concerned as the case may be. Such officer may at his discretion decline or refuse to accept the same or ask for the buyer to satisfy such offer that the authority is genuine. The delivery by proxy shall be at the purchaser's own risk and responsibility and no claim shall lie against Markfed on any account whatsoever if the delivery is affected to a wrong person.
18. The buyer shall not sublet, transfer or assign the contract to any other person
19. The failure or to conserve any or the stipulations of this agreement shall not give rise to any claim against the seller i.e. Markfed and can not be deemed as a breach of this agreement. If the same shall arise from any of the following causes namely political or administrative acts of any recognized or defect to governments, epidemic fires, accidents caused by inundation of works, eruption and earth quakes, land slide, strike, lockouts, go-slow tactics, electricity breakdown or power shedding affecting the godowns or office of the Markfed restrains restrictions of Governments to such extent as to refer performance of the agreement impossible.
20. Tender (offers) would be opened by a committee of officers of Markfed.
21. Any change in the constitution of the firm shall not absolve any partner of the firm from the liability unless it is agreed to by the Markfed in writing.

22. The security deposit shall be refunded to the party after the successful completion of the contract and also after the full and final settlement of the deal on receipt of a clear "No Due Certificate in the prescribed proforma." No interest shall be payable on the amount of security deposit.

**25. Arbitration:**

i) In case of any dispute arising out of this contract the same shall be referred to and determined by arbitration as per the Arbitration and Conciliation Act, 1996, as amended from time to time.

Unless otherwise provided, all disputes or differences between the parties shall be referred to the an Arbitral Tribunal comprising of three members , wherein one shall be nominated by the M.D., Markfed and one shall be appointed by the opposite party, the third arbitrator shall be jointly appointed by the nominated arbitrators.

The award of such arbitration shall be final and binding on the parties to this contract. The courts at the place of signing the contract shall have exclusive jurisdiction. Arbitration proceedings shall be conducted at Chandigarh according to Indian Laws for the time being in force.

The Arbitration fees will be paid in equal shares by both the parties to the Arbitral Tribunal at rates fixed in the Arbitration and Conciliation Act 1996 (As amended from time to time.)

In case of any change in tender documents, the corrigendum/addendum will be uploaded only at [www.markfedpunjab.com](http://www.markfedpunjab.com). All The proceedings under the agreement or otherwise shall be within the jurisdiction of Chandigarh Court only.

(Certificate)

Certify that I/we \_\_\_\_\_ have carefully gone through the above terms & conditions and have retained a copy of the same. I/We shall strictly abide by the above terms & conditions.

Signature or tenderer/party with seal.

Complete address.....

Phone/Mobile No. ....

Date:

**THE PUNJAB STATE CO-OPERATIVE SUPPLY AND MARKETING  
FEDERATION LIMITED, PLOT NUMBER 4, SECTOR 35-B,  
CHANDIGARH**

**Technical Bid Form**

To qualify for award of the contract, each bidder in its name should have to fulfill following requirements:

Name of the Work: Sale of Basmati Sortex Rejection

**Name of Bidder:**

**Address, Contact Details of the Bidder**

Sr. No	Description	ATTACHED OR NOT ATTACHED
1	Earnest Money	
2	The proof of constitution of firm/company/partnership.	
3	Photo copy of GST no. issued by the concerned department.	
4	Copy of PAN Number	
5	General power of attorney given by the company to sign papers & documents etc.	
6	The tenderer shall abide the terms and conditions of the tender.	
7	Undertaking to the effect that the tenderer have no dispute with Markfed and are not black listed by any Govt./PSU.	
8	Terms and conditions of tender are accepted	

**THE PUNJAB STATE COOPERATIVE SUPPLY AND MARKETING FEDRATION  
LIMITED, PLOT NO. 4, SECTOR 35-B, CHANDIGARH**

**Price Bid/Financial Bid**

**Tender No/Line No:**

**Name of the Work: Sale of Basmati Sortex rejection**

**Name of Bidder:**

**Address:**

**Contact Details:**

<b>Lot. No.</b>	<b>Variety</b>	<b>Quantity(qtls)</b>	<b>Rate per qtl. (in Rs.)</b>
I	Basmati Sortex rejection	832.00	
II	Basmati Sortex rejection	750.00	
<b>Note:</b>			
1	The rates shall be quoted in Indian currency.		
2	The rates shall be included of all charges but exclusive of GST.		