

THE PUNJAB STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION
LIMITED : CHANDIGARH

TERMS AND CONDITIONS FOR PURCHASE OF RICE

- 1: The rice miller capable of processing Basmati paddy for producing Steamed variety of rice is eligible for submitting the tender.
- 2: The tenderer can participate in the e-tender by visiting e-tendering portal site i.e eproc.punjab.gov.in. Tenderer 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 which should be supported by relevant documents as a proof.
 - a) For participating in the above E-tendering process, the tenderers shall have to get themselves registered with eproc.punjab.gov.in and get user ID, password. Class-3 digital signature is mandatory to participate in the E-tendering process.
 - b) The tenderer shall submit the earnest money deposit certificate.
 - c) The tenderer shall submit the information regarding infrastructure facility of the plant (like godown, laboratory, machinery facility for processing steamed rice and sortex machine etc.
 - d) The tenderer shall submit the certificate of FSSAI Licence.
 - e) The tenderer shall submit the General power of attorney given by the company to sign papers and documents etc. (In case of partnership concern)
 - f) The tenderer shall submit the undertaking to the effect that the company has no dispute with Markfed and is not black listed by any of the agency.
 - g) The tenderer should have minimum 10 years of experience in milling of Basmati paddy (Certificate form)
 - h) The tenderer should have average turnover of 5 crore during last three years. Copy of undertaking should also be attached.
 - i) Copy of the income tax returns filed in the last 3 financial years should also be provided.
 - j) Copy of PAN, GST, Trade license & valid FSSAI license.
 - k) Copy of Ownership of premises.

- l) The tenderer shall submit the signed copy of terms and conditions duly signed on each page as a acceptance of the terms and conditions.
- m) The amount of GST will be paid to the supplier after reflecting the same in GSTR 2 A
- n) In case of non furnishing of all or any of the document as asked in technical bid (Annexure-I), the tender shall be rejected out rightly and the financial bid (Annexure-II) of successful parties shall be opened only.
- o) Conditional & incomplete tenders shall not be accepted.
- p) The tender shall remain open for period of 60 days for finalization from date of opening of tender.
- q) The rates once offered/settled/Negotiated shall not be withdrawn by the tenderer for a period of 60 days. In the event of withdrawal, the earnest money/Security of tenderer shall be forfeited and tenderer shall be debarred from participation in the next tenders of Markfed & work allotted to the tenderer will be got executed from some other party at his risk & cost.
- r) Though the monthly/ annual quantities sought by Markfed may vary as per demand yet the agreement does not guarantee any volume of business.

Markfed, reserves the right to cancel any or all the tenders without assigning any reason.

3: PRODUCT

The product to be covered under this would be HBC-19 (Traditional Basmati Rice) & Parmal Rice and shall be supplied in 50 Kg. bags 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 names in any other context.

4: SPECIFICATIONS OF HBC-19 (Traditional Basmati Rice) & Parmal Rice) May refer to sheet attached at Annexure 'III'

5: PACKAGING

All packing materials (food grade) shall be as per specifications given by Markfed.

- a) The Supplier will provide HBC-19 (Traditional Basmati Rice) & Parmal Rice in 50 Kg. bulk packing in Jute bags / HDPE bags as advised by Markfed from time to time.
- b) The supplier shall undertake to abide by the statutory requirements and guidelines of the Punjab govt. from time to time.
- c) Supplier Unit/Party will store all raw materials, packing material and products in proper sanitary conditions throughout and shall ensure that they do not deteriorate or get spoiled.

6: EARNEST MONEY/SECURITY

Tenderer shall have to deposit Rs. 25,000/- towards earnest money. The same shall be adjusted towards security. The successful tenderer shall have to deposit an amount of Rs. 1 lac as security in the shape of bank draft / bank guarantee in favour of Markfed Modern Rice Mill, Nawanshahr, payable at Nawanshahr within three days of acceptance of offer. The bank guarantee should be valid for a minimum period of 12 months. No interest shall be paid on EMD/ Security. In case of increase in volume, the security amount will be enhanced accordingly.

The security deposit shall be refunded to the party after the successful completion of the contract and obtaining "No dues certificate from Manager, Markfed Modern Rice Mill at Nawanshahr.

7: PRICE

To be quoted by the supplier, which should be Per Qtl (in 50 Kg bulk packing) FOR Nawanshahr exclusive of all taxes and inclusive of packing material etc. and strictly as per specifications laid down. The price quoted shall remain valid for 60 days.

8: DELIVERY

- a) Minimum lot size for which Markfed shall place order on the party shall comprise of 9 MT (This shall include all variants put together) FOR delivery at MRM Nawanshahr.
- b) The supplier shall deliver the first consignment of finished products on FOR Markfed MRM, Nawanshahr demanded by Markfed within 15 days and thereafter shall deliver the finished products within 7 days of the placement of confirmed order on the party by Markfed. otherwise Rs. 10/- per Qtl. per day cut will be

imposed as penalty for 15 days. After that the tender shall be rejected, security shall be forfeited and material shall be purchased at the risk and cost of the supplier.

- c) The stocks shall be Sortex cleaned and should meet the prescribed specifications.
- d) The rice will be accepted as per specifications. The stocks cannot be accepted in case of variation in quality/ specifications by more than 5%. The quality cuts will be imposed as per variations from specification upto 5%
- e) On receipt of stocks, representative samples shall be drawn from the consignment which will be got tested from Markfed lab/ reputed laboratory. Results of the Lab shall be binding upon both the parties. Samples with supplier and Markfed can be retained as reference samples in case of dispute. In case stocks are rejected, the same shall be taken back by the supplier at his own cost, failing which Markfed shall be at liberty to dispatch the same by trucks to the suppliers premises at suppliers cost.

9: PENALTY ON A/C OF QUALITY COMPLAINT

In case the Basmati rice is found below specification, and any complaint regarding quality of rice is reported from the market, the supplier shall have to immediately replace the rice at their own expenses not later than three days. The stocks under complaint shall be lifted back by the party and packing material of such stocks shall be cut and torn in the presence of Markfed representative to eliminate chances of its recirculation and the party shall ensure that these stocks are not repacked under SOHNA brand. In case such complaints of recirculation of stocks reoccur, the contract shall be terminated and proceedings for purchase at risk and cost shall be initiated. In case of the failure of the supplier for replacement of rice, 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.

10: PAYMENT TERMS

80% of the payment shall be released on receipt of stocks at destination within 7 days and 20% balance payment shall be released on the receipt of analysis report confirming

that stocks are as per specifications. Markfed will deduct TDS on GST bills as per notification issued by GST authorities.

11: 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 from time to time for manufacture & supply of the product such as Food Safety & Standards Act 2006 with amendments from time to time, Essential Commodities Act, PFA, BIS, Weight & Measures Act, Packaged commodity Act etc. 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 Supplier. The bidder must submit the above said statutory requirement with latest year certificate.

12: SAFETY OF GOODS:

Supplier Unit/Party will store HBC-19 (Traditional Basmati Rice) & Parmal Rice in proper sanitary condition throughout and shall ensure that they do not deteriorate or get spoiled.

Any deterioration in goods due to negligence of Supplier/ Unit shall be the sole responsibility of the Supplier.

13. INSURANCE

The Supplier will take proper insurance policy for its building, Plant & machinery, goods, stock in process finished goods and packing material etc. A copy of the insurance policy shall be given to Markfed before start of production.

14. PERIOD OF AGREEMENT:

This agreement shall be valid for a period of 12 months from the date of approval by Markfed which can be further extended for a period of three months at the discretion of Markfed on the same terms and conditions. Markfed can terminate the contract at any time without assigning any reasons.

In case of breach of any of the terms and conditions of the contract and the contractor withdraw himself from execution of the contract, during the pendency of

agreement, Markfed reserve the right to forfeit the security by encashing the Bank Guarantee and the material shall be arranged at the risk and cost of the supplier for remaining period of the agreement.

15. ARBITRATION:

All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred to the sole arbitration of an arbitrator to be appointed by the SPA/Markfed from the panel of the independent Arbitrators. The second party will have no objection to the appointment of the arbitrator from the panel of the independent Arbitrator maintained by SPA/Markfed, which is in consonance with the 7th schedule of the Arbitrators & conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties to the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the SPA/Markfed concerned at the time of such transfer, vacation of office, death or inability, shall appoint another person to act as Arbitrator.

Subject as aforesaid, the arbitration & conciliation Act, 1996 (as amended in 2015) or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. The fee of the Arbitrator so appointed shall be governed by the terms and conditions of the Markfed.

In case of any change in tender documents, the corrigendum/addendum will be uploaded only at www.markfedpunjab.com and eproc.punjab.gov.in. 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 of the tenderer
along with stamp of the firm/ company