

**THE PUNJAB STATE COOPERATIVE SUPPLY AND
MARKETING FEDERATION LTD, CHANDIGARH**

E-tender for the supply of 25,000 MTs +/- 25 % of Single Super Phosphate for Kharif 2022

Date & time of E-Tender submission: 19.01.2023 upto 10.00 AM

TERMS & CONDITIONS:

1) Our monthly requirement of SSP as per specifications laid down in FCO would be as under:-

April 2023	10,000 MT
May 2023	10,000 MT
June 2023	5,000 MT

2) Batch wise material shall be inspected by the Inspection Team of Markfed. The samples so drawn by the inspection team will be got tested by Markfed from any Govt. approved test house, Reputed national level laboratory at the cost of the company/supplier on urgent basis. In case the Material is not found according to the specifications as a result of test report, the supplier shall offer the material in lieu of the material below specifications.

3) In case any sample is drawn by the Agriculture Department out of the material supplied by the company to Markfed in the Markfed/ Society godown out of the original sealed bags and in the event of the material having been found sub-standard/ not according to specifications, the supplier will be responsible for all the litigation with the Agriculture Department or in the court of law as the case may be & shall reimburse the litigation charges incurred by Markfed. Further in case of the quantity declared sub-standard/ not according to specifications/ mis branded, the company will refund the total cost of the said stocks already released by the Markfed. Further in the event of any claim lodged by the farmers in any court of law, due to in- efficiencies of the material supplied by the company/supplier, the supplier will pursue such cases in the court of law at their own cost and will make good loss if any sustained by Markfed as a result of the decision of the court of law.

4) The stocks would be supplied to PACS on F O R basis. The payment will be made by Markfed H.O. Chandigarh after on the production of receipt of material in good condition at destination duly verified by the DM/FSO of the concerned district.

5) Markfed will have the right to issue the supply order in phases.

6) The supplier who fails to supply stocks in stipulated 30 days period would be blacklisted for next three years for bidding in Markfed tender.

7) If the supplier fails to supply the material as per schedule Markfed reserve the right to make purchases at the risk and cost of the supplier, and loss sustained by Markfed shall be made good from the tenderer from the balance dues security /sale /balance stocks, if any or by any other means.

8) All the corrections and alternations in the tender should be signed by the authorized representative of the tenderer.

9) The authorized representative who signs tender form must furnish with the tender itself one copy of the authority letter of the company for and on whose behalf he has signed the tender form.

- 10) All the tender form must be uploaded with the following documents and the photocopies be attached along with Bid:
 - Scan copy of test report or analysis of the SSP by an approved test house.
 - Scan copy of the Industrial/Manufacturing license/ Marketing agreement.
 - Scan copy of valid authorization from Pollution control board for hazardous waste Management /valid registration from CPCB, New Delhi.
 - Scan copy of the set up of the tenderer, whether company, firm or any other statutory body.
 - Scan Copy of the balance sheet of last financial year duly attested by C.A.
- 11) In case the tenderer sells the product to anyone else at a rate lower than the rate settled with Markfed, then Markfed shall make payment to the tenderer at the same lower rate irrespective of the rate settled with Markfed whatever the considerations may be of the tender for such lower rate.
- 12) Managing Director Markfed reserves the right to allot tenders to one/ all bidders at L-1 rates. Further the quantities can be allotted to the qualified bidders based on demand of the products & some districts or entire state can be allotted for particular product to any of the qualified bidder.
- 13) The above terms will form part of agreement on acceptance of the same by Markfed.
- 14) The offers shall remain valid for a period of 30 days from the date of opening of tenders. No tenderer shall be allowed to withdraw their offer within the validity period. In case tenderer withdraw or modify its offer during validity period, material shall be purchased at their risk & cost.
- 15) Arbitration;- All the disputes & 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 Arbitrators Maintained by SPA/ Markfed, which is in consonance with the 7th schedule of the Arbitration & conciliation Act, 1996. The award of the Arbitrator shall be final & 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.
- 16) The supplier will have to furnish an affidavit on stamp paper of Rs.5/- duly attested from Notary Public or Magistrate (Specimen attached).
- 17) The tenderer should either be manufacturer or supplier having exclusive marketing contract with the manufacturer for sale of SSP in the state.
- 18) The tenderer must have a minimum turn over of Rs. One Crores per annum during 2021-22 and shall attach copy of the balance sheet duly attested by the Chartered Accountant.
- 19) The tender of the party shall be rejected in case the party has been declared black listed by the Government of Punjab/Central Govt. or any of their agencies.
- 20) In case of sample failure of the product, the supplier would be blacklisted for coming three years.
- 21) The supplies would be controlled by Markfed and Markfed will inspect the stocks prior to its despatch.

22) If there are more than two bidders offering the same rates/ terms, the required quantity to be purchased at those terms will be shared equally amongst those bidders depending on the quantity offered to be supplied by them.

23) Apart from the above, the distributions margin or any other benefit/ Margin to be allowed to Markfed may also be specified clearly along-with the date of payment. If the credit period is offered in number of days instead of specifying the exact date of payment, then the payment date would be calculated from the last day of the month of supply i.e. For the stocks supplied in March, the date would be considered as 31.3.2023. Further, the lowest offer would be considered after calculating all the financial benefits to Markfed inclusive of the extended credit period which would be calculated in monetary terms by taking the present bank rate interest i.e. 9 %. The actual cost to Markfed would be determined by considering the MRP - Total Margin to Markfed (Including all monetary benefits) the per day cost of credit period extended to Markfed @ 9 %.

24) To safeguard the interest of the State Farmer, the stocks would be purchased from the suppliers by having a clause as per the past practice, "That in the event of reduction of prices/ MRP by other suppliers, the benefit of price reduction would be passed on to Markfed by the supplier till the disposal of stocks but in the event of the increase of fertilizer prices within the delivery period, Markfed would be taking the stocks at the quoted prices only and the margins offered to Markfed would remain intact irrespective of reduced MRP. The Price/ MRP reduction would be entirely at the cost of supplier, if situation warrants so.

Signature of Authorized Representative