

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

Tender for Purchase of Fertilizers for Kharif 2023.

Date & time of E-Tender submission:

16.01.2023 upto 10.00 AM

Markfed intends to procure 60,000 MTs +/- 25% of DAP, 6,00,000 MTs +/- 25% of Urea, 5,000 MTs +/- 25% of NPK 12;32;16 & 5,000 MTs +/- 25% of MOP as per F.C.O. specifications. **by 10.00 AM on 16.01.2023** on our e-tender portal **eproc.Punjab.gov.in**. The order would be placed strictly keeping in view the lowest rates as well as the total quantity to be supplied by the bidder offering the lowest rates till the total requirement is met.

Our monthly requirement of Urea & DAP would be as under:-

Month	Requirement of DAP	Requirement of Urea
Feb 2023	0	50,000 MT
March 2023	0	1,00,000 MT
April 2023	30,000 MT	1,00,000 MT
May 2023	20,000 MT	1,00,000 MT
June 2023	10,000 MT	1,00,000 MT
July 2023	0	1,00,000 MT
First fortnight of Aug 23	0	50,000 MT
Total	60,000 MT	6,00,000 MT

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.

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 May, the date would be considered as 31.5.2023. 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 %.

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 the 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. The Quantity can be increased or decreased at the discretion of MD, Markfed, who has the right to accept or reject any tender without assigning any reasons. In case any suppliers fails to supply fertilizers as per above

mentioned schedule, Markfed would be within its rights to purchase fertilizers from any other source at your risk and cost in addition to other legal remedies available. In case of non supply of material in time, we would be constrained to blacklist supplier from taking part in our future offers.

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 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 Markfed, which is in consonance with the 7<sup>th</sup> 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 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 governed by the terms & conditions of Markfed.

Keeping in view the critical nature of product & its timely availability required for sowing by farmers of state, the L-1 bidder would not be allotted more than 50% of the tendered qty even if he has bid for entire quantity in the tender. This is of utmost importance so as to watch the interest of the farmers of the state.

The offer shall remain valid for 45 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. No Separate agreement shall be executed however. Acceptance of the offer shall become an agreement. No conditional tender shall be accepted.

Managing Director