

THE PUNJAB STATE CO-OPERATIVE SUPPLY & MARKETING FEDERATION LTD.
CHANDIGARH (MARKFED)
TERMS AND CONDITIONS FOR THE SALE OF DAMAGED WHEAT (UNFIT FOR HUMAN CONSUMPTION) BY E-TENDER (No. SPE/TO(HQ)/DW/2022/17)

- 1 Price of the Tender documents: The tenderer shall have to deposit an amount of Rs.2950/- (including GST) through RTGS/NEFT & shall submit proof of the same alongwith Technical Bid.
- 2 Sale of Bids: - Sale of Tender document and online bid submission shall close on 19.01.2023 at 11:00 AM.
- 3 Opening of Bids: - Technical bids shall be opened on 20.01.2023 at 11:30 AM and the Financial Bids of the tenderer who qualify in the Technical Bids shall be opened subsequent to completion of technical evaluation process. These Bids shall be opened at Markfed Head Office, Chandigarh in the presence of the tenderer who may wish to be present.
- 4 The party shall submit the documents listed in Technical Bid in proforma Annexure – A as under:
 - i.) The tenderer shall submit proof regarding firm / company or any other organization.
 - ii.) The tenderer must have registration with FCI / Department of Food and Civil Supplies, Punjab and shall upload the registration certificate in the technical bid proforma.
 - iii.) In case of Govt. Department/ agencies like Agriculture Colleges, Military Dairy Farms and either Municipal or Co-operative Dairy Farms manufacturing cattle feed or poultry feed shall submit certificates/ documents regarding proof of having feed manufacturing facilities as mentioned in Annexure D.
 - iv.) The tenderer shall submit proof regarding manufacturing of Cattlefeed.
 - v.) The tenderer shall submit power of attorney to sign the tender by all the partners in case of the partnership concern and in the limited company under the common seal of the company.
 - vi.) The tenderer should have GST registered no.
 - vii.) The tenderer should possess permanent account No. (PAN)
 - viii.) The tenderer should upload the deposit of EMD through RTGS/ NEFT as per tender terms.
 - ix.) The tenderer should upload the proof of deposit of cost of tender documents i.e Rs. 2950 Through RTGS/ NEFT.
 - x.) The Tenderer should not have been blacklisted by any institution Govt. Or Semi Govt./ Corporation and shall submit an affidavit duly attested by Notary/ Oath Commissioner/ Magistrate in this regard.
 - xi.) The tenderer shall upload the affidavit duly attested by Notary/ Oath Commissioner/ Magistrate to the effect that the wheat so allotted will not be recycled for human consumption and shall be used only for the purpose as per the categorization of the wheat stocks.

- xii.) Lot No.'s for which the bids are quoted shall be mentioned in the technical bid proforma.
 - xiii.) The tenderer shall upload the signed copy of the terms and conditions as a token of acceptance.
5. **Inspection of wheat stocks:-** The stocks can be inspected by prospective tenderer during working hours on any working day at the godowns / open complexes from where the delivery of the consignment will be given. Location of the stocks alongwith lot number and category is at Annexure-O.
 6. Only those tenderers who are registered with FCI / Department of Food, Civil Supplies & Consumer Affairs, Punjab (except Govt. Department/ Agencies) shall be eligible to participate in tender. All the tenderers shall produce authenticated documentary evidence with regard to the existence of the manufacturing unit such as Industrial license, Registration Certificate of FCI / Department Food Civil Supplies, Punjab etc while participating in tenders.
 7. It will be the responsibility of the tenderer to obtain necessary permits, if required, from the concerned authorities in case the stocks are to be moved to places outside the Zone, there they are held. Such permits shall have to be produced at the time of taking delivery.
 8. The Punjab State co-operative Supply & Marketing Federation Ltd., Chandigarh (MARKFED) does not guarantee to make any definite quantity or quality of damaged wheat available to the successful tenderer.
 9. Conditional offer will be rejected.
 10. The tenderer shall quote the rates in the Financial Bid (Annexure- B). The tenderer is at liberty to quote for any or all the lots put together separately, lot wise. The tenderer is to quote for the total quantity in each lot in the Bids in which rates have not been offered for the total quantity of the lot are liable to be rejected. The rates offered will be valid upto 30 (Thirty) days extendable to another 15 (fifteen) days from the date of opening of tenders.
 11. The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh reserves the right to accept or reject any or all the tenders, without assigning any reason. All tenders shall be irrevocable and remain open for acceptance for a period of thirty days from the date of opening tender (s). If the said date is declared to be a closed holiday for Markfed, office, the tender shall be deemed to remain open for acceptance upto the following working day. The Managing Director, "The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh will have the discretion to extend this date of validity by another fifteen days.
 12. **Earnest Money:**
The tenderer shall pay to The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh an amount as mentioned in "Annexure O" as Earnest money for the due performance of stipulations to keep the offer open. The earnest money shall be deposited in Markfed account through RTGS./NEFT. Transaction. Tenders not accompanied by the required amount of earnest money shall be outrightly rejected. If the tenderer after submitting his tender, does not keep his offer open or does not deposit requisite security within a week's time from the date of acceptance of his/her/ their offer or modifies the terms and conditions thereof in a manner not acceptable to "The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, then the same will be rejected and the earnest money will be forfeited. In such event, The Punjab State Co-operative

Supply & Marketing Federation Ltd., Chandigarh “shall be within its rights to recommend to FCI / Department of Food & Civil Supplies, Punjab for blacklisting the said tenderer / firm for one year. Subject as aforesaid, the Earnest money of all unsuccessful Tenderer will be refunded after finalization of the tenders but the MARKFED shall not be liable to pay any interest thereon.

- 13 **Security Deposit:-** The successful tenderer shall pay to The Punjab State Co-operative Supply & Marketing Federation Ltd., within a week's time from the date of acceptance of his/her/ their offer, ten percent of value of goods(including EMD), for which the offer has been made calculated at the rate offered for due performance of the contract and it would be adjusted against all losses, costs and expenses incurred by the MARKFED, in case the tenderer/ tenderers either resiles /resile from his/her/their offer or violates/violate the terms of the contract. The security deposit will be refunded on the completion of the contract but the Markfed shall not be liable to pay any interest thereon. The tenderer (s) shall have to produce “No Due Certificate from the concerned Markfed District Manager, for consideration of refund of security deposit.
- 14 If the tenderer fails or neglects to observe or perform any of his obligations in respect of any damage, losses, charges, expenses or cost, that may be suffered or incurred by Markfed during the period of this contract, it shall be lawful for MARKFED to adjust either in whole the security deposit i.e earnest money or any part thereof. The decision of “The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh”, in this respect shall be final and binding on the tenderer.
- 15 In the event of Earnest money deposit/security deposit being insufficient or if such security deposit has been wholly adjusted, the balance or the total sum recoverable as the case may be, shall be deducted from the sum then due or which at any time thereafter may become due to the tenderer under this or any other contract with The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh. In case that sum is also not sufficient to cover the full amount recoverable, the tenderer shall pay to the MARKFED on demand the balance due amount. In case the tenderer fails to pay the amount of balance due, Markfed shall be free to invoke any legal remedies to recover the same.
- 16 Save as aforesaid, if the tenderer duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh shall refund the security deposit without interest to the tenderer
- 17 Price of damaged wheat will be payable on the gross weight and all taxes whatsoever leviable by any authority at the time of despatch, shall be payable by a buyer in addition to the price offered.
- 18 No interest will be charged by Markfed, if the entire cost of the damaged wheat stock comprising a lot is deposited by tenderer on or before 60 days even in parts. In addition to storage charges as per Clause no. 28, interest will also be charged for the amount deposited during the period of extension of 30 days allowed to the buyer by the concerned District Manager, MARKFED i.e from 61st day to 90 days time span. Multiple RO's may be issued for the amount deposited however, party will lift entire lot within the stipulated time. In case, party fails to lift the entire lot, the security of the party will be forfeited in addition to Markfed has right to sell the un- lifted stocks at the risk and cost of the party..
- 19 The tenderer (s) will have to quote rate for a minimum of one lot. The stock will have to be lifted stack wise and on completion of one particular stack, the stocks from another stack will be offered for lifting but the entire delivery will have to be completed within 60 (Sixty) days by all means.

- 20 The delivery would be given during working hours on all working days on presentation of copy of release order /delivery order.
- 21 In the event of failure to deposit / make the payment within the specified time and to present the proof of the same within the aforesaid period, the MARKFED shall have the option to adjust all losses incurred by MARKFED from security deposit in full and resale the stocks and would also recover from the tenderer, the loss suffered by the MARKFED as a result of the resale of the stocks at the risk and cost of the original buyer. Any saving or profit on resale as aforesaid shall be exclusively to the account of "the Punjab State Co-operative Supply & Marketing Federation Ltd. (MARKFED).
- 22 At the time of giving delivery, if there is shortfall in the declared quantity proportionate refund to the buyer will be allowed. If on the other hand there is found to be an excess in the lot, proportionate additional payment shall be made by the buyer in the same manner as referred to above, within seven days from the date of intimation to that effect by the concerned District Manager of MARKFED , or any officer acting on his behalf.
- 23 The damaged wheat are sold in the same condition as they lie on "AS IS WHERE IS BASIS" and No replacement of gunny bags shall be allowed at the cost of The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh. The damaged wheat stock shall be removed by the tenderer within a period specified in the delivery order, with all the defects if any and notwithstanding any error or misstatements of description, measurement, quantity, weight, enumeration or otherwise and without any objection on the part of the tenderer and no claim shall lie against The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, for compensation nor shall any allowance be made on account of such faults, mis-statements or errors although the same may be of such considerable nature particularly the description of damaged wheat may be identical or similar to the description of same goods in some previous sale by tender and no reliance should be placed on any such description. The tenderer should satisfy thoroughly as to what is offered for sale before submitting his tender and may inspect damaged wheat stocks prior to tendering and shall be deemed (whether or not such inspection shall have in fact taken place) to have had notice of all defects and faults and any error, any mis-statement as aforesaid which he might have discovered on inspection shall not be entitled to any compensation on account thereof.
- The tenderer of this contract are neither entitled to claim nor recover from the other any compensation by way of damage or other-wise, if the damaged wheat stocks sold are not available by reasons of not being at the specified place. The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh reserve the right to withdraw from the sale any lot/lots included in the tender prior to the acceptance of any offer for such lot/lots without assigning any reasons.
- 24 The tenderer will make his own arrangement for lifting of damaged wheat including de-stacking /stacking, weighment on weighbridge, transport etc. for which all expenses will be borne by the tenderer.
- 25 Should the tenderer wish to take delivery of the damaged wheat stocks purchased through a representative, he must authorize the later by a letter of authority which shall be presented to the officer in whose charge the store is held. Such officer may in his entire discretion decline to act on any such authority and it shall be in all cases of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against "The Punjab State Co-operative Supply & Marketing

Federation Ltd., Chandigarh”, on any account what-so-ever, if delivery is affected to wrong persons.

- 26 The stocks shall be weighed at the weighbridge arranged by “The Punjab State Co-operative Supply & Marketing Federation Ltd.”. The quantity delivered shall be accounted on the basis of 100% actual weighment on gross weight basis. The weighment sheets shall be prepared in triplicate and be signed by the tenderer or his representative and an concerned officials /officers of “The Punjab State Co-operative Supply & Marketing Federation Ltd.,. The cost of weighment is to be borne by the successful tenderer in addition to the price paid for the damaged wheat.
- 27 The stocks sold to a tenderer from the date of acceptance of his tender shall be at his risk and Markfed shall not be responsible for its maintenance and preservation thereof.
- 28 The goods sold will be removed by the buyer form the site of accumulation within the free period of 60(Sixty) days from the date of issue of release order. The extension for lifting period maximum upto 30 days may be allowed to the buyer by the concerned District Manager, Markfed. In case of extension, the tenderer shall be liable to pay charges at the rate of 25 paise per bag or part thereof per day subject to a minimum of Rupee One (Rs.1) per bag or part thereof. These charges will be recovered in respect of the entire quantity of the un-lifted stocks till the date of actual lifting. In case of any delay on the part of Markfed, that period of delay shall be excluded for the purpose of calculation of free period.

In the event of failure to tenderer to lift the damage wheat stocks even within the extended period, then further action as per No. 29 of terms and conditions of the tender shall be taken.

29 The terms and conditions of the tender will be applicable when the tenderer is not able to take delivery within the free period as allowed by the release order / delivery order or the extended time allowed, then “The Punjab State Co-operative Supply & Marketing Federation Ltd., has the discretion to re-sale the stocks at the tenderer's risk and cost. In such an event following losses will be recovered from the tenderer from the date of issuance of acceptance letter till the actual lifting of stocks.-

a.) (i) Godown Rent.

(ii) Watch & Ward Charges

(iii) Preservation Charges

(iv) Electricity Charges etc.

b.) Rate Difference.

c.) Interest on total value of damaged stocks sold at risk & cost including costs at a & b above from the date of issuance of acceptance letter of original tender till the actual deposit.

In case, some other stocks are lying stored in one complex then costs will be calculated on pro-rata basis. In case entire complex is occupied by such damaged wheat lot under consideration then total costs will be charged. Further, the committee is of the opinion that the above said charges will be imposed on the net quantity of damaged wheat available for lifting by the tenderer excluding shortages.

- 30 An express condition of sale is that the stocks of damaged wheat shall be used only for the purpose as indicated in the Annexure-O. It is absolutely necessary that the tenderer of any particular category of stocks shall use the same only for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks. Markfed will not be responsible for any loss / damages or compensation on account of misuse of the stocks otherwise than prescribed and tenderer shall be personally responsible for the same.

The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, will take a serious view of any breach of these conditions of sale. It will also not be open to tenderer to question the categorization of the stocks as shown in the tender.

- 31 The tenderer shall tender full account of the damaged wheat purchased to the concerned District Manager of MARKFED as well as the Collector of the District if so required. In order to ensure proper performance of the contract, in this regard, MARKFED reserve the right to inspect the premises of factory of the tenderer and where the food grains are stacked or processed without any notice to the tenderer and the tenderer shall be bound to provide necessary facilities for such inspection to the officials of the Markfed..
- 32 Damaged wheat stocks sold for manufacture of inedible starch shall necessarily be utilized for that purpose only in the tenderers own factory and in no case shall be sold, transferred or used for any other purpose, whatsoever. The tenderer shall give full information about the movement of such wheat stocks from The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, to the place of utilization/manufacture/ processing etc. to the concerned District Manager of MARKFED. as well as to the Collector of the District, if required, for exercising proper Vigilance over their movements and proper utilization thereof. Account of sale of finished products from such stocks shall also be rendered to MARKFED.
- 33 Failure on the part of the tenderer to render full and satisfactory accounts of utilization of the damaged wheat stocks will constitute a breach of the contract and in such an event the security deposit furnished by the tenderer shall be forfeited without prejudice to the right of the Markfed to initiate legal proceeding both Civil & Criminal, against the tenderer.
- 34 The tenderer shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, (MARKFED).
- 35 The person signing the tender form or any other documents forming part of the tender on behalf of another, shall produce a proper power of Attorney duly executed in his favour stating that he has authority to bind such other person in all matters pertaining to the contract.
- 36 The tenderer shall furnish affidavit duly attested by oath commissioner/ notary / magistrate to the effect that the stocks thus purchased will not be recycled for human consumption and shall only be used for the purpose as per the categorization report in each case. It is absolutely necessary that the tenderer of any particular category of stock as categorized above shall be processed for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks. The stocks as categorized above shall be processed only in the tenderer's premises , factory, plant, machine. In case of breach of these conditions of sale, The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh will forfeit security deposited, besides adopting other legal remedies available . It will also not be open to the tenderer to question the legal categorization of the stocks shown in the tender. The tenderer shall submit original copy of affidavit to MARKFED Head Office within seven days from

issuance of acceptance letter. In case of non- submission of original affidavit the tender shall be cancelled and earnest money deposited shall be forfeited.

37. The tenderer shall furnish an affidavit duly attested by oath commissioner/ notary / magistrate to the effect declaring that the tenderer is not blacklisted by any institution Govt. or Semi- Govt. organisation/ cooperative. The tenderer shall submit original copy of affidavit to MARKFED Head Office within seven days from issuance of acceptance letter. In case of non- submission of original affidavit the tender shall be cancelled and earnest money deposited shall be forfeited.
- 38 Any change in constitution of the firm shall not absolve any partner of the firm from the liability.
- 39 In case of any dispute arising out of the contract, the matter shall be referred to the Managing Director, Markfed, Chandigarh to arbitrate in the matter, who can arbitrate himself / herself or appoint anybody including Markfed officer to arbitrate the matter. All disputes arising out from this contract shall be subject to jurisdiction of Chandigarh Courts only.
- 40 The tenderer will submit a cancelled cheque bearing his/ their account number and IFS Code of Bank on which the EMD/ Security amount is to be refunded. EMD amount of unsuccessful tenderers / security amount of successful tenderers shall be refunded in this bank account only.
- 41 Govt. / Agro Industrial Corporation and agencies like, Agriculture Colleges, Military Dairy Farms and either Municipal or Co-operative Dairy Farms manufacturing cattle feed or poultry feed shall be given preference for sale of damaged wheat. In case of any cattlefeed or poultry feed manufacture / Govt agency manufacturing cattlefeed / poultry feed gives any offer / willingness for any lot/ lots, the same shall be withdrawn from sale to private parties at any time before finalization of the tender.
- 42 (a) The parties registered for Industrial Use/Manure can also bid for the stocks categorized as Feed-I, Feed-II and Feed-III, in addition to the parties registered for Feed categories.

(b) The parties registered for the use of Manure can bid for the stocks declared fit for Dumping.
43. The Govt. Department/ Agencies/ Cooperative shall submit certificates/ documents regarding proof of having feed manufacturing facilities as mentioned in the Annexure "D" attached with the tender documents.
44. The terms & conditions are subject to all policies as laid down by FCI/ State Govt./ Govt. of India on matters of disposal of categorized wheat stocks.
45. Reserve Price:- As per the revised / modified instruction communicated by Ministry of Food vide letter No.8-10/2004-IV dated 8.07.2014 regarding disposal of damaged foodgrains, reserve price for tender sale of damage wheat shall be as under:-

Sr.No	Category	Reserve price
1	Feed-I	60% of MSP of the crop year for wheat.
2	Feed-II	50% of MSP of the crop year for wheat.
3	Feed-III	40% of MSP of the crop year for wheat.
4	Industrial use	30% of MSP of the crop year for wheat.
5	Manure/ dumping	10% of MSP of the crop year for wheat.

Crop year wise MSP is as under:-

<u>Crop year</u>	<u>MSP per qtl (In Rs)</u>
2020-21	1925/-
2021-22	1975/-

46. The tenderer shall sign the terms and conditions of this tender and upload the same in the technical bid.

47. Certified 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 terms & conditions. An affidavit shall be given separately that the damaged wheat stocks shall be used only for the purpose, it is categorized for and shall not be recycled & used for human consumption, in case tender is allotted to me/us.

Accepted the above terms & conditions.

Signatures of tenderer / party with seal, date & complete address.

Mobile No. _____

ANNEXURE-D**PROOF OF ELIGIBILITY FOR THE GOVERNMENT DEPARTMENTS /
AGENCIES FOR PARTICIPATION IN TENDER FOR SALE OF DAMAGED
WHEAT TO BE SUBMITTED ALONGWITH E-TENDER**

- 1 Certificate from District Veterinary Officer / District Revenue officer regarding Feed Manufacturing with capacity.
- 2 Dairy Development registration certificate.
- 3 Latest Income Tax return
- 4 Latest electricity bill paid, receipt of the Industrial Unit.
- 5 GST Number.
- 6 Address of the office and telephone number.

**MANAGING DIRECTOR
MARKFED**