

TERMS AND CONDITIONS OF TENDER FOR SALE OF MOONG CROP (2022 Punjab).

1. BIDS: The tenders shall be received as per two bid system i.e.
 - a) Technical Bid
 - b) Financial bid
 - c) The technical bid shall be opened first to evaluate the eligibility of the participants by the committee. Financial bids of the technically eligible tenderers shall only be opened subsequently.
2. TECHNICAL REQUIREMENTS:
 - a) The party shall submit the certificate regarding nature of firm (i.e. traders/processor of Pulses/Oil Seeds etc.) and shall also submit relevant certificate.
 - b) The party shall submit the earnest money deposit certificate.
 - c) The party shall submit the complete name along with the location/address of the firm.
 - d) The party shall submit the copy of the certificate of GST and PAN card.
 - e) The party shall submit the certificate of FSSAI License number.
 - f) The party shall submit the General power of attorney given by the company in favour of the person deputed to sign papers and documents etc or any such person who is authorized representative of the company and shall submit the identity proof of the concerned person.
 - g) The party shall submit an undertaking to the effect that the tenderer has no dispute with Markfed and has not been black listed by Markfed/any other govt institution/PSU in the last 10 years.
 - h) The party shall submit the signed copy of terms and conditions duly signed by the party on each page as an acceptance of the terms and conditions.
3. PRODUCT: The product to be covered under this agreement would be MOONG Crop 2022 Punjab and shall be sold on **“as is where is”** basis from different godowns of Punjab State Warehouse Corporation/Central warehouse Godowns (list annexed at A) in the state of Punjab.
4. CONTRACT SPECIFICATIONS:
 - a) Available trading quantity for sale : At annexure A
 - b) Price quote: Rs ____/qtl (Ex-warehouse without GST/other taxes)
 - c) Earnest Money (refundable): As required by the portal i.e. eproc.punjab.gov.in
 - d) Gross/Net Weight basis: Price quote shall be on net weight basis (including cost of bardana)
 - e) GST/other taxes: Shall be paid by buyer as applicable in addition to the price quote.

f) Mandi Tax: Mandi Tax Paid. However, if Mandi Tax/ Cess/Fee is payable on sale transaction in a State / UT the Same shall be levied/recovered from buyers.

g) Variation in available quantity of Moong on account of storage gain/loss: At the time of actual delivery to successful buyer, there may be a variation in listed quantities of Moong on account of storage gain/loss. The quantity of excess moong accrued on account of storage gain (upto 5% of the allotted stocks) shall be lifted by the buyer by depositing differential cost along with applicable differential taxes within 02 working days from the next working day of communication of storage gain to MARKFED. In case of shortages, MARKFED is not bound to replenish the deficient quantity and in that event, MARKFED shall refund the balance cost/amount to the bidder.

5. RATES

a) The tenderers shall quote rates Godown wise separately. Tenderers can also quote rates for more than one godown but the earnest money of each godown shall be deposited separately by the bidder.

b) The financial bids for each godown shall be evaluated and decided separately, any conditional offer will be rejected out rightly.

c) The rate offered will be on “as is where is” basis net weight (including cost of bardana) ex-godown of the Punjab State Warehouse Corporation/ Central Warehouse Corporation (where the stocks purchased by Markfed are stored). No quality complaint of buyers shall be entertained by Markfed. Bidders are free to inspect the stock before quoting.

6. SAMPLING AND INSPECTION OF MOONG KHARIF-22 PUNJAB: The Moong stocks are stored in various Warehouses of The Punjab State Warehouse Corporation/Central Warehouse Corporation as per annexure A. The qualities of Moong is pre certified. In case the buyers / bidders are keen to verify the quality before participating in bid, they may contact District Manager, Markfed (list at Annexure B) with prior appointment, for Inspection of stocks. After the bidding, no quality complaint of buyer will be entertained by the Markfed. The Moong being sold is unprocessed (whole raw pulses , not for direct human consumption).

7. LOADING, WEIGHING & TRANSPORTATION: The loading and transportation of the stocks shall be the entire responsibility of the tenderer. Tenderer is required to pay lifting charges/loading charges, weighing charges and other expenses, if any at the warehouse location directly at the time of lifting/delivery of stock.

8. LIFTING PERIOD: The entire stocks (including storage gain) shall be lifted by the party whose tender is accepted within a period of 20 days or as specified in the sale letter without interest and storage charges after making full payment for quantities offered for purchase.

9. In case the party has been awarded tender for more than one godown, lifting will be done simultaneously by the party from all locations as per the sale confirmation letter. No pick and choose shall be allowed.

10. **EARNEST MONEY DEPOSIT AND TRADE VALUE DEPOSIT:**

Bidders will have to deposit an amount equal to 3% of trade value subject to maximum of Rs 65,71,408/- as EMD (Earnest Money Deposit) through online mode. The EMD of successful party shall be kept as security with MARKFED. The Successful bidder(s) shall make 100% payment i.e. sale value in the account of MARKFED (concerned district) within ten bank working days from the date of sale confirmation by this office. In case, non receipt of 100% payment deposit within stipulated time, the allotment shall be cancelled and 3% Earnest Money/Security would also be forfeited". The earnest money is also subject to forfeiture if the tenderer after submitting the offer, rescinds or modifies his offer/terms and conditions thereof in any manner. No interest shall be paid on the amount of the earnest money/security in any case. EMD of successful tenderer shall be returned after the complete settlement of accounts of purchase and sale and after adjusting penalties (if any). In case the party fails to lift the tendered stocks of moong within the stipulated period, the EMD amount shall be forfeited and the stocks shall be resold at the risk and cost of the party. **In case the H1 bidders fails to lift the complete quantities then Markfed reserves the right to allot the unlifted quantities to H2 and H3 bidder at H1 quoted rates. The H2 and H3 party shall have to deposit the required EMD within three working days for the quantities to be lifted as allotted by Markfed.**

Note: The maximum provision to submit the EMD for this tender on e-procurement portal is Rs 65,71,408/- . For bidders whose 3% amount of the trade value (for the quantity he wishes to bid) becomes less than Rs 65,71,408/- shall select "Yes" in "Exemption" while submitting the EMD and submit the requisite amount.

11. 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, bidder will pay storage charges @ Rs. 2/- per bag per day of the month. Also, the storage charges paid by Markfed shall be recovered from the party. If party fails to lift the stocks within 60 days then forfeiture of entire deposit and EMD shall be done by MARKFED. The stocks may be disposed off at the risk and cost of the party.

12. If any tenderer participates for more than one godown and accordingly deposits EMD for more than one godowns, then EMD for the remaining godowns (except the winning godown) shall be refunded accordingly.

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.
15. The delivery of the stocks sold will be given by the concerned District Manager of the Markfed after the buyer presents a payee's account demand draft in favour of the said account towards the cost of the stocks sold together with GST and all other taxes, if any within the period as specified. In the event the cost of the stocks sold is not deposited with the concerned District Manager within the stipulated period, Markfed may at their option, forfeit the earnest money 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 deducted from EMD deposited by the party. In case the excess exceeds the value of EMD, then party will deposit the additional payment within two days from the date of intimation.
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 to conserve any of the stipulations of this agreement shall not give rise to any claim against the seller i.e. Markfed and cannot 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 EMD 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 EMD deposit.
23. Bidders may contact the Markfed office, Plot No. 4, Sector 35 B, Chandigarh for any clarification regarding quality of products, location of the warehouses (Annexure A), bidding process or any such query.
24. **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.
25. 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.
26. The list of quantities of moong stocks stored with PSWC/CWC are annexed at Annexure A and list of contact details of District Managers are annexed at Annexure B.