

MARKFED HEAD OFFICE, PLOT NO. 4, SECTOR 35 B, CHANDIGARH

TERMS & CONDITIONS FOR PURCHASE OF PULSES

S.No.	Pulses	Qty
1.	Dal Moong (Dhuli)	15 MT
2.	Dal Masur (Dhuli)	15 MT
3.	Kabuli Chana	15 MT
4.	Rajmah Chitra	15 MT
5.	Dal Arhar	5 MT

Quantity to be purchased can be increased / decreased by 20% and it should be at the sole discretion of Markfed. Supplies shall be made strictly as per delivery schedule given by Markfed.

SPECIFICATIONS OF PULSES

Moisture: 12% (Max)

Foreign matter: 0.5% (Max)

Other edible grains: Not more than 1%

Damaged / discoloured grains: Not more than 2%

Weevilled grains: Not more than 1%

Uric acid: less than 100mg / kg

Aflatoxin: less than 30 micro grams / kg

(Provided that the total of foreign matter, other edible grains and damaged / discoloured grains shall not exceed 5% by weight)

TENDER FORM FEE: Rs 590/- (Including GST)

PROCESSING FEE: As per E-Tender Website.

The Tender form fee, E.M.D. and processing fee should be deposited online/E-payment mode only. No other mode will be accepted.

Schedule Time:

Date and Time

Last Date and time for submission of BIDS: **20.3.23 upto 5.00 PM**

Date and time for opening of Bids: **21.3.23 at 11.30 AM**

The bids will be opened at

Committee Hall, Ground Floor, The Punjab State Co-op. Supply and Marketing Federation Ltd. "Markfed House", Plot No. 4, Sector 35-B, Chandigarh.

1. The E-Tender shall be opened in the presence of the suppliers, who may wish to be present.
2. The e-tender shall be received as per two bid system i.e. TECHNICAL BID & FINANCIAL BID. In case of failure of sample, the party can be technically disqualified and Financial bid of party shall not be opened. The financial bid of only those bidder, who qualify in the technical bid shall be opened.
3. The technical bid should be accompanied with EMD equivalent to 2% of the bid value subject to maximum amount of Rs. 7.00 lacs (which shall be deposited online through e-payment gateway only). The successful bidder need to furnish 5% security in addition to 2% EMD of the bid value subject to maximum amount of Rs. 15.00 lacs in favour of "Markfed Canneries" within seven working days from the award of the contract through RTGS/Demand Draft, otherwise earnest money deposit, will be forfeited besides invoking of relevant clauses.

Govt. agencies like NAFED, NACOFF, Sehkari Kenderiya bhandar and registered co-operative societies etc. are exempted from depositing EMD for participating in the E-tender. In case of being a successful bidder, the agency will deposit 2% Security of the bid value subject to maximum of Rs. 7.00 lacs, within three working days from award of the tender. Failure to deposit security within the stipulated time, will lead to cancellation of the bid besides invoking related clauses.

4. Rates should be quoted F.O.R Markfed Canneries, Village Chuharwali, District Jalandhar & GST as applicable (if any) shall be paid extra.
5. Rates shall be valid and irrevocable for 21 days from the date of opening of tender and deferred supply schedule will be provided to the party stipulating that after the acceptance of the rates, Markfed can take the supplies upto 3 months delivery schedule.
6. Earnest Money (EMD) of the successful candidate shall be adjusted against the security amount. This EMD and security shall be 7%.
7. No interest shall be paid on Earnest Money Deposit / Security amount.
8. Weighment will be carried out in Markfed premises and on Markfed weighbridge and weight arrived at Markfed weighbridge will be final for payment in the presence of the suppliers or his authorized rep., who may wish to be present.
9. Inspection of pulses will be carried out in our factory premises at the time of receipt of the pulses in the presence of the supplier or his authorized rep.(if present) and If pulses received in the plant are not as per specifications then material shall be out rightly rejected and the same will be lifted back by the supplier within 15 days at their risk and cost. If supplier fails to lift back the substandard material then Markfed reserves the right to dispose of the substandard material at the risk and cost of supplier. However TAC shall also collect the samples of the pulses for

visual inspection for testing as per Markfed specification before the tender bid. If the material received is not as per our specifications, then supplier shall lift the rejected material at his risk and cost.

10. Penalty Clause: Failure of the tenderer to supply the material as per demand of Markfed, will invite 1% value cut for delay in supply for more than 7 days, 2% of value cut if the supplies are delayed for 15 days and delay in supplies beyond 15 days will be the sole discretion of Markfed to arrange supplies at the risk & cost of L-1 tenderer besides black listing the tenderer for two years.

11. The bidder should have valid PAN No., GST No., FSSAI Registration certificate.

12. Supplies shall be made strictly as per delivery schedule given by Markfed. In case the supplier fails to supply as per the delivery schedule, Markfed shall reserve the right to purchase the pulses at the risk & cost of the supplier and EMD/Security deposited shall be forfeited and the supplier shall be blacklisted for a period of two years.

13. In case a govt. Supplier, who is exempted from depositing the EMD fails to supply as per the delivery schedule, Markfed shall reserve the right to purchase the pulses at the risk and cost of the Govt. supplier and Govt. supplier shall be blacklisted for a period of two years and security deposited shall be forfeited.

14. The bidder should submit two samples of 500 gms. of pulses before submission of Technical bid with TAC/ Marketing branch, Chandigarh. Technical bids of the party can be disqualified if sample found is not as per specification laid down by Markfed.

15: All stocks of pulses (except Rajmah Chitra and Kabuli Chana) should be properly fumigated to the extent that pulses should remain free from any kind of infestation for a period of at least three months from the date of packing and in case after fumigation, the stocks get infested within a period of three months from the date of packing, then infested stocks will be replaced by the supplier at his own risk & cost. In case party fail to replace the stock, then Markfed shall be at liberty to get the stocks replaced at risk and cost of the party

16 : During screening and even later on and at any stage, if documents of any firm are found to be fake / forged, the firm will be black listed for participation in any of the tenders invited by Markfed and the stocks will be purchased at his risk & cost.

17. No conditional bid will be accepted.

18. Markfed reserves the right to accept/reject any or all the bids without assigning any reason.

19. The bidder must have undertaken supplies equivalent to Rs. 1 crore of foodgrains in one of the last three years. For this the bidder must provide a CA audited certificate.

20. The supply of pulses should be quoted of latest crop and not for a produce harvested / imported one year before.

21. The samples submitted by the bidder will be analyzed for quality as per Food Safety Act, 2006, Rules & Regulations 2011 and as per FSSAI Standards / Parameters.

22. Markfed would make payment within 15 days of supply of products at Markfed Canneries, Jalandhar for which party shall submit the invoices at Markfed Canneries, Jalandhar. Markfed will deduct TDS on GST bills as per notification issued by GST authorities.

23. Security shall be released after completion of contract.

24. The stocks of pulses should be as per specifications of Markfed and should be packed in 30kg/ 50 Kg (± 5%) plain white PP pack, which should be duly sortexed/ cleaned, processed, adequately dried and should be free from any foul smell.

25. If the pulses fails to comply any of the above specifications, it will be rejected and pulses have to be replaced by the supplier at his own risk and cost. If supplier fails to replace the infected pulses then Markfed reserve the right to purchase the pulses from the open market at the risk and cost of the supplier with due notice. The difference of amount excess paid shall be recovered from the pending bills/Supplies.

26. If the date of opening of price bids happens to be holiday then the bids will be opened on the next working day without giving any separate notice.

27. Corrigendum/addendum/ corrections if any will be published on the website only.

28. The department shall not be responsible if it is not possible to upload/submit the tender online due to any fault or malfunctioning of the internet/e-tender site.

29. The party will raise invoices for the products supplied to Markfed including GST, on F.O.R. basis at Markfed Canneries, Jalandhar. All Govt. taxes/levies as applicable would be deducted from the payment. Markfed reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTIN system. This shall be ensured by the supplier that the invoice raised by him during a month is approximately reported in the GST returns of the said month. The party shall ensure that the invoice to be raised with Markfed is complete with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming ITC by Markfed.

Markfed reserves the right to claim from the party any amount of tax, interest, penalty and litigation cost, if any, that may be incurred/accrue in future due to GST reporting/compliance mistake(s) on part of the party.

30. **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.

I/we have read and understood all the Terms & conditions of the bid and all the Terms & conditions are accepted to me/us. I shall abide by the same.

Signature _____

Name and address of the party with Stamp _____

Ph./Mobile No _____

Email Address: _____