**MARKFED CANNERIES, VILLAGE CHUHARWALI DISTT. JALANDHAR**

**TERMS & CONDITIONS FOR e-TENDER FOR PURCHASE OF GLASS BOTTLES.**

**SHORT TERM E-TENDER No. MCJ/2023-24/02**

Markfed Canneries, Village Chuharwali, Tehsil, Adampur, Distt. Jalandhar (A unit of The Punjab State Cooperative Supply & Marketing Federation Limited) regarded as Asia’s one of the largest marketing cooperative institution in the agro food sector. Markfed Canneries is going to purchase of Glass Bottles Food Grade as per the detail given below. Quantity can be increased or decreased as per our actual requirements as per orders received. The Tender shall be opened as per schedule given below in the office of Manager Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt.:Jalandhar. In case of a holiday the tender shall be opened on next working day without giving any further notice. Complete tender including earnest money shall be accepted online only. No other mode shall be accepted.The tender shall be opened in the presence of the bidders, who may wish to be present. For participating in the tender, the parties shall have to get themselves registered with **http://eproc.punjab.gov.in** and get the user ID, password and Class 3 Digital Signatures.

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| Sr. No. | Name of the items. | Tender Form Fee | processing Fee | Earnest Money |
| 1. | Purchase of Food Grade Glass Bottles.The rates should be quoted F.O.R. Markfed Canneries, Village:Chuharwali, Tehsil : Adampur, Distt.: Jalandhar and GST extra as applicable shall be paid extra.  | Rs 590/-(Inclusive of GST) | As per E-Tender Website | 10,000/- |

 Contd.2

-2-

Schedule Time

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| Items onSr. no. | Contract Period  | Last date & time For submissionOf online Tender. | Date & time For openingOf Technical Bid. |
| 1  |  01.06.2023 to 31.03.2024 | On or Before 11.05.2023 up to 05.30pm | On 12.05.2023 at11.30am  |

**Quantity can be increased or decreased as per our actual requirements.**

**Delivery schedule shall be supplied to the successful bidder as per our actual requirements.**

 The tender shall be received as per two bid system i.e. TECHNICAL BID & FINANCIAL BID.

 Technical bid shall be opened first to evaluate the eligibility by the committee. The Financial bid shall be opened only of those parties who successfully qualified in the technical bid. The tenderer who doesl not qualify in the technical bid, his tender will be out rightly rejected.

**1. NAME OF THE GLASS BOTTLES AND TENTATIVE QUANTITY**

**Sr. No. ITEM QUANTITY(Tentative)**

1. Tomato Ketchup food gradeGlass Bottles 930ml.

Crown Cork Bottles.

 (For Packing of 1kg Tomato Ketchup) 20,000 Nos.

 2. Jam food grade Glass Bottles 400ml, Round 63mm Lug.

 (For Packing of Jam 500gm.) 20,000 Nos

**Contd.:3**

**-3-**

**2. SPECIFICATIONS AND DIMENSIONS OF NEW FOOD GRADE GLASS BOTTLES:-**

**i. Tomato Ketchup food grade Glass Bottles 930Ml Crown Cork Bottles**.

 **(For Packing of 1kg Tomato Ketchup)**

 **Weight:** 510 + 15 gm.

 **Brimful Capacity:** 916 + 10 ml.

 **Body Diameter:** 84 + 1.50 mm.

 **Base Diameter:** 79 + 1.50 mm.

 **Height of Bottle:** 283.50 + 1.5 mm.

 **Height below slanting:** 124mm.

**i Jam food grade Glass Bottles 400ml,Round 63mm Lug(For Packing of Jam**

 **500gm.)**

 **Weight:** 155 + 12 gm.

 **Brimful Capacity:** 400 + 6 ml.

 **Base Diameter:** 70.80 + 1.50 mm.

 **Mouth Diameter:** 62.05 + 0.45 mm./58.90 + 0.45 mm.

 **Height of Bottle:** 129 + 1.50 mm.

**3**.**RATE:-** Rates will be quoted per Bottle F.O.R. Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt.:Jalandhar and GST (as applicable) will be paid extra, if any.

**4. EARNEST MONEY:** The earnest money of Rs.10,000/- should be deposited online only. No other mode shall be accepted. Tenders without earnest money are liable to be rejected.

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**-4-**

**5. DELIVERY SCHEDULE:** Supplies will be made strictly as per our delivery schedule given by Markfed in the purchase order. However delivery schedule can also be changed by Markfed at any time as per our actual requirement. In case the supplier failed to supply the material as per delivery schedule, penalty @1% on order value shall be imposed on the supplier for delay of fortnight. In case the supplies are delayed beyond one month of the free period of 15 days, the contract shall be terminated and the material shall be purchased from the open market at the risk and cost of the supplier. Markfed will forfeit the security amount deposited by the supplier. The supplier will be blacklisted for two years. However MD, Markfed reserves the right to condone the penalty in case the circumstances were beyond the control of the supplier.

**The rates will be quoted in per Bottle**.

**All the bottles should be of HNG make.**

**The Tender/order Qnty. Mention is tentative as such can be increased or decreased as per our actual requirements without any condition.**

**The counting of Bottles shall be done in Markfed Canneries premises in the presence of supplier, if present.**

**6. INSPECTION/TESTING OF BOTTLES:**

 Samples will be drawn from each and every consignment by the committee constituted by Markfed in the presence of the representative of the supplier/party if present, at the time of receipt of material in markfed Canneries premises, and will sent to the Markfed Testing Lab. Mohali for testing and test will be conducted by Markfed Lab. under the procedure/method in vogue. Results so conveyed by the Markfed lab. will be binding on both the parties. Markfed reserves the right to get all the tests/any other test which may Markfed may deem necessary from some reputed/accredited Laboratory at the cost of supplier. Its result shall also be binding on Supplier. In case the quality of the bottles are not found as per specifications and will be rejected. The supplier has to lift back the same within 7 days at their own risk & cost. In case of failure to lift the same within 7 days, the storage charges @ 5/- paise per bottle of per day for maximum up to 15 days will be charge from supplier. Afterward the rejected stocks will be disposed off at the risk & cost of the supplier. Markfed will also forfeit the security amount deposited by the supplier and material will be purchased at the risk & cost of the supplier from open market. The expenses related to inspection and testing shall be borne by the supplier.

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**-5-**

**7. i. PAYMENT CONDITIONS:**

 Payment will be made through R.T.G.S. only within thirty days of the receipt

 of each consignment subject to satisfactory inspection report. The Supplier

 should provide complete bank details along with bank account no., I.F.S.C.

 code etc.Supplier should also provide self attested copies of GST &Pan no.

 ii. The payment of GST input will be made to the supplier only after the GST input

 credit is available on the GST Portal of Markfed.

 iii. Tax will be deducted as per the applicable rules in compliance of statutory

 provisions.

**8. SECURITY:**

 The successful tenderer will have to deposit security amount equivalent to

 5%of the contract value within seven days from the acceptance of offer, which

 will be retained by Markfed till the completion of the contract period will not

 carry any interest. The earnest money of Rs.20,000/- can be adjusted by the

 successful tenderer while depositing the security. This security amount shall

 be liable to be forfeited in case of non-execution of this contract.

**9. RISK PURCHASE:**

In the event of failure to supply the goods as per our specifications or as per our given delivery schedule, Markfed reserves the right to purchase the material from the open market at the risk and cost of the supplier with due notice. The difference of any amount paid in excess shall be recovered from his pending bills/Security. The security amount deposited by the supplier will be forfeited and the supplier shall be blacklisted for a period of two years.

 **10. VALIDITY OF OFFER:**

This offer will be valid for 30 days from the date of opening of tender and period of

 contract is w.e.f. 01-06-2023 to 31-03-2024. Markfed reserves the right to extend this contract for another three months i.e. up to 30-06-2024 on the same rate and term & conditions, for which the supplier shall have no objection.

 **Contd.:6**

**-6-**

 **11.** **OTHER CONDITIONS:**

The tenderer shall sign on all the pages of these terms & conditions in view of

 acceptance of the same and submitted the hard copy in the office of Manager

Markfed Canneries Jalandhar while the time of opening of tender. The tenderer

shall also give his complete postal address with seal and mobile no.

Signatures on these terms & conditions shall form a legal document for all intents

and purposes.

The violation of any terms & conditions of this contract shall result in to the forfeiture

 of security and payable bills of the supplier. The supplier shall be blacklisted for two

years.

Conditional tenders shall not be considered.

If the date of opening of tender happens to be holiday then the tender will be opened

on the next working day without giving any separate notice.

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

 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.

Markfed reserves the right to accept/reject any or all tenders without assigning

reasons.

The supplier must bring all original documents for inspection by the tender opening committee. In case of any non production of original documents, the tender of the party will be rejected.

During screening or later on and at any stage, if the 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.

 **Contd.:7**

**-7-**

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| Sr.No. | Particulars | Remarks |
| 1. | Name and complete address of the firm with mobile no.  | Attach proof. |
| 2. | Detail of Earnest Money Deposited. | Attach proof. |
| 3. | Attach scanned copy of Terms & Conditions of Tender duly signed by the bidder on all pages. | Attach copy. |
| 4 | Name and Proof of Bank account | Attach proof. |
| 5. | Attach attested copies of PAN & GST NO. Proof of minimum Turnover of Rs. 5.00 Crore duly attested by CA from one of the last three years.  | Attach copy. |
| 6. | Power of attorney in favour of the authorized person to sign the tender documents. | Attach copy. |
| 7. | An undertaking on the letter head of the bidder stating that party has no dispute with Markfed/State Govt./Central Govt. | Attach copy.  |

 **Contd.:8**

**-8-**

**12. ARBITRATION CLAUSE:**

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.

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Ph./Mobile No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_