**MARKFED CANNERIES, JALANDHAR**

**TERMS AND CONDITIONS FOR E-TENDER FOR APPOINTMENT OF CHA (Customs House Agent) FOR CUSTOM CLEARANCE OF EXPORT CONSIGNMENTS for The Period 01.01.2025 to 31.12.2025 (E-Tender No.:- MCJ/2024-25/11).**

Online Tender applications are invited for appointment of CHA (Customs House Agent) for custom clearance of export consignments of Markfed complete in all respects on prescribed Tender form. The tender should be submitted on-line only on the date and time mentioned in tender which shall be opened in the office of Manager, Markfed Canneries, village: Chuharwali, Teh: Adampur, Jalandhar in the presence of tenderers or their representative, who may wish to be present at the time of opening of tender. :

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| **Sr. No.** | **Name of Item** | **Tender form  cost** | **Tender processing fee** | **Earnest Money** |
| **1.** | Tender for the Appointment of CHA (Customs House Agent) | **590/-**  (including GST)) | As per E-Tender Website | **20,000/-** |

**Schedule Date and Time:**

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| **Items on serial no.** | **Last date & time For Sale and submission Of online tender** | **Date & time For opening of Technical bid** |
| **1** | 03.12.2024 **upto 1.30 PM** | 04.12.2024 **AT 11.00 AM** |

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

The tender form and terms & conditions can be downloaded and submitted as per schedule given above from e-tendering portal i.e. http://eproc.punjab.gov.in and opened as per schedule given above in the office of the Manager, Markfed Canneries, Village Chuharwali, Tehsil Adampur, Distt. Jalandhar in the presence of tenderers or their representatives who may wish to be present. The Financial bids of only those bidders who qualify in technical bid evaluation by the committee shall be opened. The financial bids of all those bidders who have failed to qualify in the technical bid will not be opened under any circumstances. For participating in the above e-tendering process, the tenderers shall have to get themselves registered with http://eproc.punjab.gov.in and get user ID and password, Class -3 Digital signatures is mandatory to participate in the e-tender process. The detail of tender notice and Terms & conditions can also be seen on Markfed website www.markfedpunjab.com. For any clarification/difficulty regarding e-tendering process flow, please contact us on 0172-2970263, 0172-2970284, 0120-4001002, 0120-4200462.

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| **Markfed Canneries Jalandhar (Technical Bid)** | | |
| **Name of the Work:-** **Terms & conditions for e-tender for Appointment of of CHA for Custom Clearance of Export Consignments of Markfed.** | | |
| **E-Tender No.:- MCJ/2024-25/11** | |  |
| **Sr. No.** | **Particulars of the Bidder** | **Remarks** |
| 1 | Name of Firm/Agency and Complete Postal Address of the Bidder with Mobile No. (Proof should be attached) | Attach proof |
| 2 | Term and conditions of the tender duly signed by Proprietor/ authorized Rep. | Attach proof |
| 3 | PAN, GST NUMBER, Power of attorney in case of partnership firm, Pvt. Ltd. & Ltd. company in case of sole proprietor attach proof. (Self attested copy should be attached) | Attach proof |
| 4 | Turnover of one crore in any of one year preceding 3 years (Duly certified from CA) | Attach proof |
| 5 | Proof of bank account and Detail of Earnest Money deposited (Self attested copy of Pass Book/Proof of Account should be attached) | Attach proof |
| 6 | Self Attested copy of valid CHA license number issued by the Custom and registered at Ludhiana port. | Attach proof |
| 7 | Attach scanned copy of Undertaking stating that the party has no dispute with Markfed /State/Center Govt. | Attach proof |

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and address of the party with Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**MARKFED CANNERIES JALANDHAR**

1. **Terms & conditions for e-tender for Appointment of CHA for clearance of export shipments of Markfed (E-Tender No.:- MCJ/2024-25/11).**
2. Applicant must be approved / registered CHA by the custom and having valid CHA Licence and must be registered at Ludhiana.
3. The successful bidder (CHA) will be paid the rate quoted as per the size of the container along with railway freight and ocean freight if any as per actual receipts.
4. Bidder will submit the rate for 20ft and 40 ft. shipments separately.
5. **Railway freight/warehouse**–As per actual receipts (bill) issued by Container Corporation of India, Gateway of India or any other Government approved agency/corporation.
6. **Ocean freight (in case of pre-paid shipment), BL Charges, BL Surrender Charges, THC and other shipping line charges** – As per actual receipt (bill) of shipping line and must be accordance with market rates.

In case of nominated lines, if payment of shipping line made directly to the shipping line/forwarder by Markfed then the same will not be paid to the CHA.

1. In case of nominated shipments the container will be picked/transported/cleared by CHA as per directions issued by the Markfed.
2. Regular status of the consignment dispatched i.e. railed out / sailed out will be intimated by the CHA to Markfed.
3. Clearance of shipments will be done at ICD or CFS as per requirement of Markfed.

**9)** Container will be arranged immediately on requisition made telephonically or in writing but not later than 24 hours. Minimum 15 days free time for delivery at destination port (in case of pre-paid shipment arranged by CHA for Middle-East countries) will be arranged by the CHA.

**10)** The original documents i.e. Bill of lading, Shipping Bill, Exchange control copy, Fumigation Certificate and any other document as per requirement will be sent to our Head office immediately (B.L. should be sent before S.O.B. in case CHA arranged shipment) at the below address.

**11) Address:** Dy. Chief Manager (Exports), The Punjab State Cooperative Supply & Marketing Federation Ltd. Markfed Hose, Plot No. 4, Sector 35-B, Chandigarh and one set of non negotiable documents will be sent to Markfed Canneries, Village: Chuharwali, Teh: Adampur, Dist: Jalandhar along with Bill for payment i.e. EPC & Exporter copy of shipping bill, B.L. and certified copy of the Invoice & Packing list.

**12) Payment:** Payment will be made for the bills received along with proper receipts up to 30thor 31st of the month by 15th of the next month. No payment in between will be made. All the payments will be made through RTGS only for which the CHA will provide the Detail of bank account, IFSC and name of the bank and branch etc.

**13) VALIDITY:** The validity of the offer will be for 1 month from the date of opening of tender.

**14) EARNEST MONEY:** The Earnest money of Rs. 20,000/- should be deposited online/ e-payment mode only. While participating in the tenders, without earnest money bids are liable to be rejected.

**15) SECURITY:** The successful tenderer shall have to deposit the security of Rs, 1,00,000/- within 7 days of the award of contract by way of bank draft which will be refunded after completion of the successful contract period. The amount of security will not carry any interest. However EMD of successful bidder/tenderer shall be adjusted in their security amount.

**16)** The GST shall be borne by the tenderer as the rates are inclusive of all taxes. Therefore bidder shall deposit the GST and should specifically mention in the invoice. The payment of GST amount shall be released to the contractor only when the input credit is made available in the GST Portal to the Markfed.

**17)** Contract will be valid for a period of one year i.e. from **0101.01.2025 to 31.12.2025**. However, the contract can be extended by Marfked for another 6 months at the same rates, terms & conditions for which CHA will have no objection.

**18)** In case of delay in clearance of Custom and submission of documents by the CHA to Markfed and any penalty /Demurrage is charged by the shipping line, will be the responsibility of CHA and amount of such penalty/demurrage will be recovered from the payable dues of the CHA.

**19)** If CHA fails to deliver services as per the terms and conditions of tender then Markfed reserves the right to get the work done from any other party at the risk and cost of the CHA and payment will be made from the balance payments/ security money of CHA. In such an event the security deposit by the party (CHA) will be forfeited.

**20)** Successful tenderer shall have to execute an agreement with Markfed Canneries on non judicial stamp paper worth Rs-1000/-.

**21)** Conditional Tenders shall not be entertained.

**22)** Markfed can terminate the contract at any time without any reason.

**23)** Fumigation of shipments will be got done by CHA from the fumigation agency nominated by Markfed.

**24)** Lashing of container will be done by the CHA with net and send a picture of lashing in the container for payment.

**(B) OTHER TERMS AND CONDITIONS :**

**a.** The tenderer shall stamp & sign on all the pages of terms and conditions in view of having acceptance of the same.

1. The successful bidder shall also submit the hard copy of the same signed terms & conditions in the office of Manager, Markfed Canneries, Village Chuharwali, Tehsil, Adampur, Distt. Jalandhar on demand by the plant committee.
2. The violation of any term and condition of this contract shall result into forfeiture of security and payable bills of the supplier and the contractor shall be blacklisted for three years.
3. An undertaking is to be given by the tenderer that they have no dispute with Markfed /State Government/ central Government.
4. The party will submit the self attested copies of the following documents online and must bring all the original documents while participating in the tender for verification.
5. Term and conditions of the tender duly stamp signed by tendered/ authorized Representative.
6. PAN, GST Number etc.
7. Proof of bank account.
8. Self Attested copy of valid CHA license issued by the Custom and registered at Ludhiana.
9. Undertaking stating that the party has no dispute with Markfed /State/Center Govt.
10. 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.
11. The tender form fee, EMD and processing fee etc should be deposited online / e-payment mode only. No other mode will be accepted.
12. Address proof.

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

Markfed Reserve the right to accept/reject any or all the tenders without assigning any reason. The department shall not be responsible if it is not possible to upload / submit the tender on line due to any fault or malfunctioning of the internet /e-tender site.

**FORCE MAJEURE;**

No failure by a party to perform Its obligations under the Agreement shall put that party In default or breach of its obligations under the Agreements or Impose any liability on that party for any losses or damages or delay of any nature whatsoever Incurred or suffered by the other to the extent that and for so long as the failure to perform is due solely to any event or circumstance which is beyond the control of such party which does not arise out of particular circumstance which are or should have been in the contemplation of that party at the time of entering into the Agreement and which results or causes the failure of that party to perform Its obligations under the Agreement, including act of God, as an event of Force Majeure.

Immediately following the date of commencement of any event of Force Majeure and within a reasonable time following the date of termination of such event of Force Majeure, any party which Invoked it shall submit to the other party, a written notice of the happening of such event and reasonable proof of the nature of the event and of its effect upon the performance of the party’s obligations under the Agreement.

The parties shall use all reasonable endeavors to prevent and mitigate the effects of any delay occasioned by or otherwise consequence of any event of Force Majeure.

**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](http://www.markfedpunjab.com). 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 with Seal of Contractor /Agency

Name:

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **Markfed Canneries Jalandhar (Technical Bid)** | | | |
| **Name of the Work:-** Tender for Appointment of CHA for Custom Clearance of Export Consignments of Markfed for the period from­­ **01.01.2025 to 31.12.2025** | | | |
| **E-Tender No.:- (MCJ/2024-25/11).** | | |  |
| **Sr. No.** | **Particulars of the Bidder** | | **Remarks** |
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| 2 | Term and conditions of the tender duly signed by Proprietor/ authorized Rep. | | Attach proof |
| 3 | PAN, GST NUMBER, Power of attorney in case of partnership firm, Pvt. Ltd. & Ltd. company in case of sole proprietor attach proof. (Self attested copy should be attached) | | Attach proof |
| 4 | Turnover of one crore in any of one year preceding 3 years ( certificate from CA) | | Attach proof |
| 5 | Proof of bank account and Detail of Earnest Money deposited (Self attested copy of Pass Book/Proof of Account should be attached) | | Attach proof |
| 6 | Self Attested copy of valid CHA license number issued by the Custom and registered at Ludhiana port. | | Attach proof |
| 7 | Attach scanned copy of Undertaking stating that the party has no dispute with Markfed /State/Center Govt. | | Attach proof |
| **Note:- The tenderer shall submit the self attested/ duly signed scanned copies of above said documents on line of Sr. No. 1 to 7 and successful tenderer shall submit the original copies of these documents in the office for verification on the demand of Markfed Committee.** | | | |
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Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and address of the party with Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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