

**TERMS AND CONDITIONS FOR THE SALE OF UNSERVICEABLE STOCK ARTICLES FOR TENDER TO BE OPENED ON 02.01.2025**

1. The tender shall be opened on the date and time given in the tender notice in the presence of tenderers whosoever may wish to be present.
2. The stock can be inspected by the prospective tenderers during working hours on any working day at the godowns from where the delivery of the consignment will be given.
3. The Punjab State Cooperative Supply and Marketing Federation Limited, Chandigarh (Markfed) does not guarantee delivery of any definite quantity or quality of stock to the successful tenderers.
4. The tenderers can quote for any or all the articles put together separately article wise/district wise. The tenderer is to quote for the total quantity of the available stocks in particular District. Bids in which rates have not been quoted for total quantity of the district are liable to be rejected.
5. All tenders shall be irrevocable and remain open for acceptance for a period of one month extendable for another fifteen days from the date of opening of tender(s). The Managing Director, Markfed will have the discretion to extend the date of receipt and opening of tender.
6. GST or any other taxes/levies as applicable shall be extra and borne by the buyer(s). TCS as applicable shall be collected from the buyer.
7. Conditional offers will be out rightly rejected.
8. The acceptance of offer by Markfed as per terms and conditions shall become/constitute legal contract between seller and buyers and no separate execution deed would be necessary thereafter.
9. The e-tender must be accomplished with an earnest money of Rs 10,00,000/- or 5% of the total quoted value whichever is less by way of through RTGS/NEFT/NetBanking mode. Successful tenderers will deposit security amount equivalent to 10% of the total cost of ordered quantity within seven days after acceptance of offer. EMD amount shall be adjusted against security. Security shall be refunded on the receipt of No Dues Certificate (NDC) from concerned District. No interest will be paid on security amount.
10. The material will be sold on "AS IS WHERE IS BASIS" and the party in whose favour sale order is issued will be required to lift the entire lot of distt. without any pick and choose.
11. Before lifting of stocks from each branch of the district, the buyer shall deposit the full value of the stocks lying at branch in district office in advance within 45 days from issuance of sale order from Head Office, Chandigarh through bank draft or RTGS/NEFT. On receipt of payment, District Manager will issue authority letter to the buyer to lift the stock from the concerned branch office as per branch wise details available with the concerned District Office. If the buyer fails to deposit the full value of stocks within 45 days, another 30 days will be granted after charging interest @ 10% (monthly compounding) from issuance of sale order from Head Office. The security deposited will be forfeited as whole by Markfed in case, the buyer fails to deposit the entire amount within 75 days (45 days free period + 30 days with interest)
12. It will be the responsibility of the buyer to arrange for the lifting of entire stock from all the branches in district within maximum 90 days (except Sundays & Gazetted Holidays) from the issuance of release order from Head Office, Chandigarh at their own cost. The buyer shall

also make his own arrangement for transportation of the stock without expecting any type of assistance or help from Markfed.

13. If the stock sold is not removed within the time specified or delivery is not taken within the scheduled time then clause no. 14 shall be applicable. However in case the delay is on the part of Markfed, then the decision of MD Markfed in that regard will be final and binding.
14. For every week or part thereof for the delay in lifting of material, penalty @ 1% per week of the cost of material un-lifted, shall be levied upto 4 weeks thereafter the material can be lifted with the approval of competent authority upto another two weeks with the penalty @ 2% per week and upto another two weeks with the penalty @4% per week, thereafter the material shall be sold at the risk and cost of the buyer. Markfed also reserves the right to cancel the order in whole or part and resell the goods at the risk and cost of the successful tenderers.
15. The actual quantity of the stock may decrease but not exceed the tendered quantity but the buyer will have to lift the entire stock available at particular branch on his own cost and without any objection. Markfed does not guarantee any volume of business.
16. In case buyer fails to lift the material within the stipulated period and also as per terms and conditions of this tender, Markfed may arrange to resell the same at the risk and cost of the buyer and any difference in price and other expenditure incurred by Markfed shall be recovered from the buyer.
17. The security deposited will be forfeited as whole by Markfed in case, the buyer fails to lift the material within stipulated period (as given in the sale order).
18. The Managing Director, Markfed reserves the right to cancel the whole tender any time and the buyer shall not have any objection to such cancellation.
19. 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 Markfed, in writing.
20. Markfed may place an order on one party or may distribute it amongst more parties as it may deemed fit.
21. The prospective buyer(s) would be responsible for arranging all or any sort of permission required for movement/transportation or consumption of the stocks sold from the appropriate authority, if required.
22. In case the original buyer desires to take delivery of the stocks purchased under this tender, through a representative, he must authorize the representative by a letter of authority which shall be presented to the officer in whose charge the stocks are held. Such officer may in his entire discretion decline to act on such authority and it shall be the sole responsibility of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be sole responsibility of the purchaser and no risk & claim shall lie against Markfed on any account what so ever if delivery is effected to a wrong person.
23. The stocks shall be weighed as per the arrangements made by Markfed at the cost of successful tenderers. The weighment sheets shall be prepared in triplicate and shall be signed by the tenders or his representative and officers of Markfed. The delivery of quantity shall be accounted on the basis of 100% actual weighment on gross weight basis.
24. Delivery would be given during working hours on all working days on presentation of copy of release/delivery order.
25. The tender shall not sub-let transfer or assign the award or any part thereof without the written approval of Markfed.

26. Any disputes or differences in respect of this tender contract between the parties shall be decided by the Managing Director, Markfed or his nominee appointed by him as arbitrator under the provision of the Indian arbitration and conciliation act, 1996 with latest amendments whose decision shall be final and binding on both the parties. All disputes shall have the jurisdiction of Chandigarh Court only. A post dispute consent shall be obtained from the tenderer in this regard.
27. The tenderer shall pay to The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh (Markfed) an amount 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. 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 three years. 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.
28. The tenderers shall sign each and every page of the tender form and terms & conditions in full signatures of his own. The tender form containing any overwriting or alteration will not be accepted unless these are duly signed by the person signing the tender form.
29. 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.
30. In case of any kind of dispute regarding blacklisting or any other issue emerge in future, RCS or his nominee will be the Appellate Authority as per Transparency Act.

**Signatures of the tenderer**

**Name of the party with  
complete Address,  
Mobile no. & Email Id:-**