

TENDER DOCUMENT FOR PURCHASE OF PACKING MATERIAL

TENDER Reference Number: MACM/PO/KHARIF/RC/2025-26

TENDER Issuing Date: 04.03.2025

MARKFED AGRO CHEMICALS,
Plot No. 7 & 8-B, Industrial Estate,
Phase 1, S.A.S. Nagar (Mohali)-160055
A unit of
**THE PUNJAB STATE COOPERATIVE SUPPLY AND
MARKETING FEDERATION LIMITED**
Plot No.4, Dakhshin Marg, Sector-35-B, Chandigarh-160022

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Section: 1- Notice Inviting e-Bids (NIB)

Tender Reference: MACM/PO/KHARIF/RC/2025-26

Tender Date: 04.03.2025

The Punjab State Cooperative Supply and Marketing Federation Limited invites electronic Bid (e-Bids) for purchase of following Packing Material:

CRITICAL DATE SHEET	
Date of Publishing the NIB	04.03.2025
Bid Submission Start Date & Time	04.03.2025, 3:00 PM
Bid Submission End Date & Time	26.03.2025, 04:00 PM
Technical Bid Opening Date & Time	27.03.2025, 02:00 PM
Financial Bid Opening Date & Time	To be notified to the technically qualified Bidders at the later stage.
Website for Downloading Tender Document, Corrigendum (s) and Addendum (s) etc.	Interested Bidders can download the Tender Document from: e-Tendering Website: https://eproc.punjab.gov.in Markfed Website: www.markfedpunjab.com
Contact Person Details	75780-00013, 99140-21777
Bid Validity	90 days from the Bid Submission end date

Any addendum/ corrigendum/ correction, if applicable, shall be uploaded on e-Tendering Website and Markfed Website only.

Managing Director

The Punjab State Cooperative Supply and Marketing Federation Limited, Plot No.4, Dakhshin Marg, Sector-35-B, Chandigarh-160022

**Email: agrochem@markfedpunjab.com,
mohali.agro@markfedpunjab.com**

Section-2: Instructions to Bidders

2.1 Availability of Tender Document

This Tender document is available on the Website <https://eproc.punjab.gov.in> to enable the Bidders to view, download, and to submit e-Bids online up to the last date and time mentioned in the Tender document. The Bidder shall have to furnish, as part of its Bid, an Earnest Money Deposit (EMD) of the amount specified in the Tender document which shall be paid through the Internet Banking/RTGS/NEFT options available at e-Tendering Website <https://eproc.punjab.gov.in>.

2.2 Preparation and submission of Bid

2.2.1 Language of Bid

The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged by the Bidder shall be written in English language only.

2.2.2 Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- a) Technical Bid – Technical Electronic Bid shall comprise of:
 - (i) Earnest Money Deposit Details- Scanned copy/soft copy of EMD through Internet Banking/NEFT/RTGS.
 - (ii) Technical Compliance Documents - Includes copies of required documents in PDF format justifying the Documents in compliance to Technical Qualification Criteria.
- b) Financial Bid – The offers/rates are to be submitted online on e-Tendering **Website ONLY** as per format in Annexure-IV. No rate should be quoted in technical bid. The bid quoting rate in technical bid will not be considered and shall be rejected out rightly.

2.2.3 Documents establishing Bidder's Qualification

- a) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- b) The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.
- c) All the documents submitted by the Bidder shall be signed by authorized signatory and shall also put company's/authorized signatory's seal.
- d) The Applicant not fulfilling the Technical Bid shall not be analysed and evaluated for their Financial Bid in order to qualify the short-listing stage.

2.2.4 e-Bid Currency

The prices quoted in the proposal shall be in Indian Rupees only. Proposals in any currency other than Indian Rupee (INR) shall be treated as non-responsive and hence shall be rejected.

2.2.5 Formats and Signing of e-Bid

- a) The Bidder shall prepare one electronic copy each of the technical Bid and financial Bid separately.
- b) The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- c) The bidder shall provide all the information sought under this TENDER. Markfed shall evaluate only those bids that are received in the required formats, complete in all respects and within stipulated time.

2.2.6 Deadline for submission of e-Bid

e-Bid (Technical and Financial) must be submitted by the Bidder at e-Tendering Website <https://eproc.punjab.gov.in> not later than the time specified on the prescribed date (as the server time displayed in the e-Tendering Website). Markfed may, at its discretion, extend this deadline for submission of e-Bid by issuing and publishing a corrigendum on e-Tendering Website <https://eproc.punjab.gov.in> and Markfed Website www.markfedpunjab.com only in such case all rights and obligations of the Markfed and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.2.7 Submission of e-Bid

- a) The Bid submission module of e-Tendering Website <https://eproc.punjab.gov.in> enable the Bidders to submit the e-Bid online in response to the TENDER published by Markfed.
- b) Bid submission can be done only from the Bid submission start date and time till the Bid submission end date and time given in the TENDER. Bidders should start the Bid submission process well in advance so that they can submit their e-Bids in time.
- c) The Bidder should submit their e-Bid considering the server time displayed in the e-Tendering Website <https://eproc.punjab.gov.in>. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- d) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.
- e) The Bidders must follow the instructions as per “Bidders Manual Kit” in the e-Tendering Website <https://eproc.punjab.gov.in> for submission of their e-Bid:
 - i. For participating in e-Bid through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-Tendering Website <https://eproc.punjab.gov.in> if they have not done so previously for registration.
 - ii. In addition to the normal registration, the Bidder must register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
 - iii. For successful registration of DSC on e-Tendering Website <https://eproc.punjab.gov.in>, the Bidder must ensure that he/she should possess Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Tendering Website

<https://eproc.punjab.gov.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain a user login ID and perform the DSC registration exercise given above even before the e-Bid submission date starts. Markfed, shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- iv. The Bidder can search for active Bids through the "Search Active Tenders" option, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF as per formats given in the TENDER document.
- v. After clicking the 'Pay Online' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the EMD online payment details. After entering and saving the EMD details form, the "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the Bid details.
- vi. Next, the Bidder should upload the technical e-Bid documents i.e. scanned copy of EMD, Technical Proposal related documents/details. Before uploading, the Bidder must select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click the "Browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC (Digital Signature Certificate) of the Bidder and then the documents are encrypted/locked electronically with the DSC of the Bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned Bid openers only.
- viii. After successful submission of e-Bid documents, a page giving the summary of e-Bid submission will be displayed confirming the end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. For any portal related technical queries, prospective bidders can call at 24x7 central helpdesk numbers i.e. 0120-4001002, 4001005 and 4493395 or at local helpdesk numbers 0172-2970263, 2970284 from 9:00 AM to 5:00 PM on all government working days or reach through e-mail at eproc@punjab.gov.in.

2.2.8 Late Bid

- a) The server time indicated in the Bid management window on the Website <https://eproc.punjab.gov.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- b) Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidders must start the Bid submission well in advance so that the submission process passes off smoothly. The Bidder will solely be responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-Bid submission process.

2.2.9 Withdrawal and Resubmission of e-Bid

- a) At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the Bid submission end date and time, as per instructions provided in “Bidders Manual Kit” section in the Website <https://eproc.punjab.gov.in>.
- b) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of the period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's EMD.
- c) The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. Resubmission can be done as per instructions provided in “Bidders Manual Kit” section in the Website <https://eproc.punjab.gov.in>.
- d) The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e) No e-Bid can be resubmitted after the deadline of submission of e-Bids.

2.2.10 Markfed’s Right to accept any e-Bid and to reject any or all e-Bids.

Markfed reserves the right to accept or reject any e-bid, and to annul the bidding process and reject all e-Bids any time, without thereby incurring any liability to the affected Bidder or bidders.

2.2.11 Period of validity of e-Bid

- a) e-Bid shall remain valid for 90 days (Ninety days) from the Bid submission due date/end date as prescribed by Markfed. An e-Bid valid for a shorter period shall be rejected by Markfed as non-responsive.
- b) In exceptional circumstances, Markfed may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.
- c) Markfed will make its best effort to evaluate the Bids and allot the contract within this period. Markfed wishes to extend the validity period of the proposals, the Bidders who do not agree, Markfed shall have the right not to extend the validity of their proposals.
- d) The validity of bids may be extended by mutual consent of the respective bidders and Markfed.

2.3 Submission of Tender Fee

2.3.1 Cost of Bid Document

The cost of the Bidding Document (non-refundable) amounting to Rs.1180/- (Rupees One Thousand One Hundred Eighty Only) inclusive of GST shall be paid online through Internet Banking/NEFT/RTGS at the e-Tendering Website <https://eproc.punjab.gov.in>.

2.3.2 Earnest Money Deposit

- a) The Bidder shall pay, as part of its Bid, an Earnest Money Deposit (EMD) equivalent to 2% of the estimated value of the contract as mentioned below:

S. No.	Brief Description of goods	Earnest Money Deposit (Rs.)
1.	Pet Bottles	40,000/-

No Bidder is exempted from furnishing the said EMD. The currency of the EMD shall be Indian Rupees (INR) only.

- b) The EMD is payable by online transfer through Internet Banking/NEFT/RTGS options available on the e-Tendering Website <https://eproc.punjab.gov.in>.
- c) Bids received without the EMD shall be rejected outrightly as non-responsive. No further communication from the Bidder, in this regard, shall be entertained by Markfed.
- d) No interest shall be payable by Markfed for the sum deposited as EMD.
- e) The EMD shall be forfeited and punitive action shall be taken as per the provisions of The Punjab Transparency in Public Procurement Act, 2019 and Rules made there under (as amended from time to time) in the following cases:
- Any information submitted by the Bidder is found to be incorrect / forged.
 - If Bid is withdrawn during the validity period or any extension agreed by Markfed and Bidder thereof.
 - If the Bid is modified in a manner not acceptable to Markfed after opening of the Bid. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - If the Bidder tries to influence the evaluation process.
 - If the successful Bidder fails to accept the contract in accordance clause no. 3. "Award of Contract".
 - If the bidder is not earnest in accepting/executing any order placed under specification.

2.4 Amendments in TENDER Document

- a) Markfed may, in its absolute discretion, but without being under any obligation to do so, whether at its own initiative or in response to clarifications requested by a bidder, update, amend or supplement the information in this TENDER document.
- b) At any time prior to the deadline for submission of the Bids, Markfed may amend the Tender document by issuing addendum/corrigendum without notifying any Bidder or without giving any reason. Any addendum/ corrigendum issued shall be part of the Bidding document and shall be uploaded solely on the e-Tendering Website <https://eproc.punjab.gov.in> and Markfed Website www.markfedpunjab.com only. No such advertisement will be published in newspapers. In case of issuing addendum/ corrigendum, the last date of Bid submission may be extended by Markfed, if felt necessary.
- c) The Bidders are requested to refrain from requesting extension of time on any grounds since the same will not be entertained by Markfed.
- d) No clarification obtained through verbal communication by the Bidder with any employee of Markfed will be deemed as addendum/corrigendum to this Tender

- document. The Bidder acting on such a verbal communication will do so at his own risk and Markfed shall bear no responsibility for any outcome arising out of this.
- e) Notwithstanding anything to the contrary contained in the Tender document, the detailed terms specified in the Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Selected Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

2.5 Criteria to qualify in Technical Bid Evaluation:

The Bidder must submit the following documents to qualify in the technical bid:

- a) Bid Submission Certificate
- b) Proof of deposit of Earnest Money
- c) Undertaking to the effect that the bidder has not been debarred and blacklisted by any Government/Semi Government/Central Government organization for participation in the Tender process
- d) Resolution in favour of the authorized signatory for participation in the Tender process
- e) Authorization from original manufacturer to supply of the product in case of a dealer or trader as the case may be
- f) Copy of Partnership Deed/Copy of Registration Certificate or Copy of Memorandum of Article of Association (as the case may be)
- g) Self-declaration of Production Capacity of the Manufacturer
- h) Copy of PAN Card
- i) Copy of GST
- j) Copy of latest Audited Balance Sheet for last year
- k) Relevant documents showing the supplies made to other firms with particulars of quantity, name of purchaser etc. for last one year. In case, the supplier has a fresh license, he shall submit affidavit with regard to being the first-time supplier
- l) An undertaking on party's letterhead by the authorized signatory/ies to the effect that I have read and accepted all the term and conditions of Tender

Note:

- m) The Documents (if eligible as per clause 2.10 (4) of the tender document) for consideration of its financial bid for preference under the Make in Punjab Order 2019. In absence of the documents/fulfilling the requirements as per clause 2.10 (4), no preference will be given to any Bidder.

2.6 Opening of Bids

- a) Bid Opening shall take place e-Tendering Website <https://eproc.punjab.gov.in>. Online bids submitted along with the EMD shall be considered for Bid opening as per the timelines mentioned in the Critical Date Sheet.
- b) In case EMD is not received as per the timeline mentioned in Critical Date Sheet, the Bid submitted in e-Tendering Website would be rejected.
- c) Opening of Technical e-Bid
 - i. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid

- opening being declared a holiday for Markfed, the e-Bids shall be opened at the appointed time and place on the next working day.
- ii. Markfed will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend the Bid opening process on the prescribed date and time of opening at the prescribed venue as mentioned in NIB.
 - iii. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, Markfed may, in its sole discretion, exclude the relevant information from computation for the Bidder.
 - iv. Where any information is found to be patently false or amounting to a material misrepresentation, Markfed reserves the right to reject the Bid.
 - v. To facilitate evaluation of Bids, Markfed may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.7 Clarifications from Bidders

- a) Markfed may at its sole discretion contact the Bidder for clarification of the response.
- b) Markfed reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the Bidders by its own means and methods. In case Markfed receives feedback contrary to the responses of the Bidder or is not satisfied with compatibility of the experience with the required standards/expectations, Markfed reserves the right to form its own opinion and even reject the Bids and forfeit the EMD.
- c) Markfed/Evaluation Committee may use other sources of information in proposal evaluation as required.

2.8 Taxes & Duties

All taxes including GST during the contractual period shall be as per applicable rates.

2.9 Evaluation of Bids

To evaluate the Tender, Markfed shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial Bids as per the following process:

1. Tender Evaluation Committee (TEC) will evaluate and compare the bids that have been determined to be substantially responsive.
2. Tender Evaluation Committee shall review the Technical bid along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its Bid.
3. All Technically Eligible Bidders shall be considered for financial evaluation.
4. The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.

2.10 Financial Evaluation & Award Criteria

1. The rate offered by the Bidder should be in Indian Rupees FOR Markfed Agro Chemicals, Mohali and inclusive of all taxes, duties, levies, octroi, packing and forwarding charges etc. (excluding GST). However, the prevailing rate of GST shall be applicable at the above rates at the time of invoice/dispatch. No escalation in rates during the pendency of the contract shall be accepted
2. The Bid of the Bidder, who quotes the lowest rate, will be rated as the L1 bidder. In the event of a tie, the bidders quoting the same rates shall be asked to submit counter offer in sealed envelope before the Tendering Authority and the lowest offer upon opening of the envelope would be allotted the award of contract. Beyond that, the Tendering Authority will decide the matter in its full discretion.
3. In the case, at later stage it is found that successful bidder has supplied any stock at lower rates at similar terms, to other parties / institutions, those lower rates shall be applicable to Markfed
4. Purchase preference shall be given to local suppliers as per the provisions of Public Procurement (Preference to Make in Punjab) Order 2019 notified by Department of Industries and Commerce (Controller of Stores), Govt. of Punjab vide order No.COS/PPO-2019/11726 dated 03.09.2019, for which a local supplier/start up must have minimum of local content as per Clause 4 of the order and abide by Clause 8 of the said order for verification of local content. The prescribed margin of purchase preference shall be 15%. The procedure for determining such preference shall be followed as per Clause 2(b) of the said Order.

2.11 Rights of Tendering Authority:

The Tendering Authority has the right to ask the bidder to submit any document required in support of qualification for its satisfaction/confirmation at any stage.

3. Award of Contract

Following finalization of selected Bidders, the purchase order along with detailed terms & conditions shall be issued to the L-1 Bidder towards award of contract, prior to the expiration of the period of validity of the proposals. The duplicate copy of the purchase order shall be signed and stamped on each page by the successful Bidder as a token of acceptance and shall be sent to Markfed within 2 days of receipt of the purchase order.

3.1 Security Deposit

The successful bidder shall deposit the security amount equivalent to 5% of the Contract Value in the shape of DD/RTGS/NEFT in favour of “Markfed Agro Chemicals” payable at Mohali within fifteen (15) days from the receipt of the Purchase order failing which the tender shall be cancelled by forfeiting the earnest money. Markfed shall be at liberty to invite fresh tender at the risk & cost of the selected party.

The earnest money of successful Bidder shall be adjusted towards security deposit. Security shall be refunded after the satisfactory execution of the order and completion of contract without any interest thereon. An earnest money of the Bidder already lying with Markfed on account of any other contract shall not be adjusted against the earnest money/security of this Tender.

3.2 Contract Period

The contract shall remain in force from the date of issuance of purchase order till 30.09.2025. However, the contract can be extended for maximum period of 6 months from the date of expiry of contract on the existing rates, terms and conditions of the tender mutually by the parties.

3.3 Annulment of Award

Failure of the successful Bidder to comply with qualification criteria and other terms and conditions set out in the Tender document/purchase order shall constitute sufficient ground for the annulment of the award of contract, in which event Markfed may call for new Bids. Markfed reserves the rights to take punitive action as per the provisions of The Punjab Transparency in Public Procurement Act, 2019 and Rules made there under (as amended from time to time).

4. General Terms and Conditions

4.1 Quantity

S. No.	Brief Description of goods	Likely Required Quantity
PET BOTTLES		
1	5 Liter green (Pretilachlor)	10000
2	1 Liter green (Pretilachlor)	90000

The quantities are indicative only. The quantities can be increased/ decreased during the period of Contract and the bidder shall be bound to supply during the period of Contract.

4.2 Specifications: As per Annexure 5.4–V

Art work, design, block or any other items required for printing purposes shall be arranged by the supplier at his own level as per Markfed requirement.

4.3 Inspection:

Inspection of stocks shall be done by the authorized officer of Markfed at the destination on receipt of stocks in the presence of supplier or his representative, if available. Random samples shall be drawn from each batch/lot which shall be sent to Markfed packages testing lab for analysis of the stock as per prescribed/ ISI specifications.

In case the goods are found to be substandard, beyond tolerance or any other major fault in the material on the part of the supplier relating to the product specification, the consignment will be rejected, and the supplier will have to supply alternate stocks within 10 calendar days of intimation in this regard. Markfed also reserves the right to cancel/reject the supply order in whole or part thereof or purchase the goods from other sources after the 10 days period at the risk & cost of the supplier firm beside forfeiture of security, without any separate notice to the supplier in this regard.

Markfed may make deduction proportionately, if the stocks are not as per prescribed specification but are within limit prescribed under the law and can be safely used.

4.4 Payment related terms and timelines

The supplier shall submit invoice for release of payment for the stock supplied.

Based on the invoices submitted by the supplier, 90% of the value of the invoices (excluding GST), shall be released within 15 working days from the satisfactory inspection report results as per clause 4.3. Balance 10% will be released after 15 days of reconciliation of accounts.

All applicable government taxes and levies shall be deducted from the due payment. Markfed reserves the right to release payment of the GST as mentioned in the invoices only after matching the invoices in the GSTIN system. The Bidder shall ensure accurate reporting of invoices in the GST returns of the respective month and that all invoices comply with GST law provisions, including requisite details for claiming ITC by Markfed.

Markfed reserves the right to recover any amount of tax, interest, penalty, or litigation cost incurred or accrued due to GST reporting or compliance errors made by the Bidder from the Security Deposit.

In case stocks are tested in Markfed Laboratory, Markfed shall not deduct any testing charges from the supplier. However, the testing charges shall be borne by the supplier if any lab test is conducted from any other reputed/ NABL accredited laboratory.

4.5 Applicable law and its jurisdictions

- a) The contract shall be governed as per Indian law and shall be subject to jurisdiction of Courts in Punjab/Chandigarh.
- b) The Bidder involved in any misconduct or resiles any of the terms and conditions of the tender document and purchase order will be blacklisted after following due procedure as per the provisions of The Punjab Transparency in Public Procurement Act, 2019 and Rules made there under (as amended from time to time) besides any other action as warranted under law and terms of the tender document/purchase order along with forfeiture of EMD and Security Deposit.
- c) The duplicate copy of purchase order signed and stamped as token of acceptance by the successful bidder as per clause 3, shall form a contract between Markfed and the successful bidder. No separate contract shall be signed between the parties.

4.6 Delivery

The successful bidder shall Supply stock as per schedule provided by the Deputy General Manager, Markfed Agro Chemicals, Mohali. In case of failure to supply the stock as per schedule, Markfed shall impose penalty as per clause 4.9.

The Bidder shall make the supplies and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall abide by all the provisions/Acts/ Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in this Tender document, in totality.

4.7 Forfeiture of Security Deposit

The Security Deposit submitted by the Successful Bidder shall be forfeited under the following conditions in addition to punitive action as per the provisions of The Punjab Transparency in Public Procurement Act, 2019 and Rules made there under (as amended from time to time):

- If the Bidder violates any conditions mentioned in this Tender document.
- If the Bidder indulges any activities prejudicial to the interest of Markfed.

4.8 Force Majeure

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events. For purposes of this clause, “Force Majeure” means an event beyond the control of both the parties (Markfed & Successful Bidder) and not involving both the parties and not involving the fault of both the parties and negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics/pandemic (such as COVID etc.), quarantine restrictions and freight embargoes which would have an impact on both the parties.
2. If a Force Majeure situation arises, any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. The Markfed may also discuss the issue with the successful bidder and revise the existing timelines of the supply schedule.
4. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
 - i. Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague, COVID or any other pandemic declared by Govt of India/Punjab;
 - Any event or circumstance of a nature analogous to any of the foregoing;
 - ii. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Any act of Government

- Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- Any event or circumstance of a nature analogous to any of the foregoing

4.9 Penalty Clause

Any contracts awarded in connection with this Tender will include the following penalty clause:

a) Delay in Supply:

Penalty at the rate of 1% of the value of the undelivered material shall be imposed on account of delay for each week or part thereof subject to maximum of two weeks on the supplies as per the confirmed order which will be deducted from the pending payment or from the security deposit or recovered from by issuing proper notice and by adopting legal recourses if need be.

b) Material supplied beyond tolerance:

In case the goods are found to be substandard beyond tolerance or any other major fault in the material on the part of the supplier relating to the product specification, the consignment will be rejected and the supplier will have to supply alternate stocks within 14 calendar days of intimation in this regard. Markfed also reserves the right to cancel/reject the supply order in whole or part thereof or purchase the goods from other sources after the 14 days,

- c) In case of non-supply/partial supplies, Markfed shall take action as per clause 4.10.
- d) Any loss occurred due to poor quality/leakage shall be recovered from the supplier.
- e) The imposition or deduction of such penalties will not absolve the supplier from fulfilling other obligations or liabilities under the contract.

4.10 Suspension of Contract

If the bidder fails to carry out the award/supply schedule in terms of this document within the stipulated period or any extension thereof, as may be allowed by Markfed, without any valid reasons acceptable to Markfed, Markfed may terminate the contract after giving 14 days' notice, and the decision of Markfed on the matter shall be final and binding on the bidder. Upon termination of the contract, Markfed shall be at liberty to get the work done at the risk and cost of the bidder through any other supplier, and to recover from the bidder compensation or damages. Markfed reserves the rights to take punitive action as per the provisions of The Punjab Transparency in Public Procurement Act, 2019 and Rules made there under (as amended from time to time).

4.11 Dispute Resolution Mechanism

Prior to invoking the arbitration clause, the successful Bidder shall first present any dispute related to the contract by submitting a written appeal within 7 days to the Steering Committee. The Steering Committee headed by Dy. General Manager. (MAC Mohali) comprises Sr. Accounts Officer (Agro Chemicals), Sr. Accounts Officer (Plant) and Quality Control Incharge, shall address and decide on the appeal within 15 days of receiving the same. If the Bidder is dissatisfied with the decision of the Steering Committee, he/she can escalate his/her grievance to the Managing Director, Markfed, acting as the Appellate Authority. The Appellate Authority shall decide the appeal within 15 days of receiving the same. The decision of the Appellate Authority shall be final and binding on all parties.

4.12 Arbitration

All the disputes and difference 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 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 independent Arbitrators maintained by Markfed, which is in consonance with the 7th schedule of the Arbitration & 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, Markfed 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.

Such arbitration proceedings shall be held within the jurisdiction of Chandigarh courts only.

5. Annexure

5.1 Annexure-I: Technical Bid Submission Certificate

[To be submitted on Bidders Company Letterhead]

To:

Date:

The Managing Director

The Punjab State Co-operative Supply and Marketing Federation Limited

Plot No.4, Dakhshin Marg, Sector-35-B, Chandigarh-160022

Sub: Technical Bid Submission

(Tender Ref No.: __Dated: __)

Dear Sir,

We are pleased to submit our technical bid proposal for ‘Purchase of

I declare that I am an authorized person to submit the technical bid.

I hereby declare that our technical bid is complete in all respects and certify:

1. That all documents and information furnished are correct in all respects to the best of my knowledge and belief.
2. That I have not suppressed or omitted any information as desired in the Tender document “If found faulty/ improper, the Markfed can act against the bidder by disqualifying/ debarring in the bid”.

Place

Signature of the authorized signatory

Date

Name.....

Designation

Address

Phone

Email

5.2 Annexure-II: Technical Bid Submission Template

[Technical Bid Submission format is provided in .xls format alongwith this Tender document, Bidders are advised to download, fill and upload it alongwith documents as required in the Technical Bid Submission Template in the site at the respective locations. Same is provided below for kind reference only]

Template for list of documents to be uploaded alongwith Technical Bid
(Packing Material)

MARKFED AGRO CHEMICALS, S.A.S. NAGAR (MOHALI), PUNJAB			
Tender No.:-MACM/PO/KHARIF/RC/2024-25			
Technical Bid			
Name of the Firm			
Item for which Tender has been applied			
Sr. No.	Particulars	Options (Attached, Not Attached, not applicable)	Mention Page No.
1	Bid Submission Certificate		
2	Proof of deposit of Earnest Money		
3	Certificate regarding Non Blacklisting		
4	Resolution in favour of authorized signatory for participation in Tender		
5	Authorization from original manufacturer to dealer for participation in Tender		
6	Copy of Partnership Deed/Copy of Registration Certificate or Copy of Memorandum of Article of Association (as the case may be)		
7	Self declaration of Production Capacity of the Firm		
8	Copy of PAN Card		
9	Copy of GST/ VAT/ST/CST and Central Excise No. copy of Certificate of concerned Department		
10	Copy of latest Audited Balance Sheet for last year		
11	Relevant documents showing the supplies made to other firms with particulars of quantity, name of purchaser etc. for last one year. In case, the supplier has a fresh license, he shall submit affidavit with regard to being the first time supplier		

12	An undertaking on party's letterhead by the authorized signatory/ies to the effect that I have read and accepted all the term and conditions of Tender		
13	Documents (if eligible as per clause 2.10 (4) of the tender document) for consideration of its financial bid for preference under the Make in Punjab Order 2019. In absence of the documents/fulfilling the requirements as per clause 2.10 (4), no preference will be given to any Bidder.		

I/We undertake that all the information provided by me/us is correct to the best of my knowledge and belief. I/We agree that in case of any mis-representation identified in future, Markfed may debar me/us for participation in Tenders in future.

Name: _____

Complete Address: - _____

Mobile No.:- _____

Email ID: - _____

NOTE: -

Bidder who does not submit proof (self-attested copy) in respect of any document shall be rejected out rightly. Technical bid shall also be assessed by evaluating balance sheet and supplies made to other parties.

5.3 Annexure-III: Self-declaration Format-Debarment/ Clean Track Record Self-Certificate

[To be submitted on Bidders Company Letterhead]

To:

Date:

The Managing Director

The Punjab State Co-operative Supply and Marketing Federation Limited

Plot No.4, Dakhshin Marg, Sector-35-B, Chandigarh-160022

Sub: Undertaking of Debarment/ Clean Track Record

Dear Sir,

With reference to the above subject, we hereby wish to inform that,_____<Name of the Firm>> has not been debarred by any Central / State Government Department / Institution as on the date of submission of the Bid and there has been no litigation with any Department / PSU / Corporation in Central / State Government which may have any impact on our ability to deliver the project (if awarded) or under a declaration of ineligibility for corrupt or fraudulent practices as on date .

Further, I/We also declare that <<Name of the Firm>> not been convicted in any criminal case and also no case under the Essential Commodities Act is pending against us.

We hope that this undertaking provided hereinabove shall suffice the purpose. In case you need further clarification, we would be glad to provide the same.

Yours faithfully,

Place

Signature of the authorized signatory

Date

Name

Designation

Address

Phone

Email

5.4 Annexure-IV: Financial Bid

[Financial Bid Submission format is provided in .xls format alongwith this Tender document, Bidders are advised to download and quote rates and upload it in the site at the respective locations. Same is provided below for kind reference only]

Sample Financial Bid Document (Packing Material)

Tender Inviting Authority: MARKFED AGRO CHEMICALS, MOHALI

Name of Work:

Contract No:

Name of the Bidder				
PRICE SCHEDULE				
Sl. No.	Item Description	Units	PER UNIT/KG RATE INCLUSIVE OF ALL TAXES, DUTIES, LEVIES, OCTROI, PACKING AND FORWARDING CHARGES ETC. (EXCLUDING GST) In Rs.	PER KG RATE INCLUSIVE OF ALL TAXES, DUTIES, LEVIES, OCTROI, PACKING AND FORWARDING CHARGES ETC. (EXCLUDING GST) In Words
1.01		Nos.	0.00	INR Zero Only

5.5 Annexure-V
(Specifications of packing material)

1. Pet Bottle: - (Total Qty-100000 Nos)

Pretilachlor Green in colour: - Quantity: - 1 liter pack - 90000 Nos
5 liter pack - 10000 Nos

Conforming to IS 13123: 2000, the bottle should be squarish round bottles in 5 liter and 1 Liter packing. Lid & handle white in colour.

Specifications: Green in colour, made from virgin pet. Resin 0.84I v.

<u>Bottle Size</u>	<u>5 Liter</u>	<u>1 Liter</u>
Total Height	320 mm	220.00 + 3 mm
Dia. of Bottle	170 mm	95.00 ± 3 mm
Neck O.D.	44.80 ± 0.3 mm	44.80 ± 0.3 mm
Neck O.D. without Thread	42.80 ± 0.3 mm	42.80 ± 0.3 mm
Neck I.D.	39.45 ± 0.3 mm	39.45 ± 0.3 mm
Weight	182 gm	65 gm
Over Flow Capacity	5700 ± 15 ml	1215 ± 15 ml
Fill Point Capacity	5000 ml	1000 ml
Shoulder Height	235 mm	162 mm
No. of Ribs	8	6
Weight of lid with Markfed logo	8 gm	8 gm
Weight of handle	10 gm	-----

The lid and handle should be white in colour. The lid should be fitted with Meyer seals, German wad (compatible for pesticides) for induction sealing. Neck dia. should be 39.28MM.

Tolerance: - weight +-3%.