

**THE PUNJAB STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED,  
PLOT NO.4, MARKFED HOUSE,  
SECTOR 35-B, CHANDIGARH-160022**

Tender No. PSCSMFL/RC/AP Tablets/2026-27

Dated: 17.03.2026

**TENDER FORM**

**PRICE: Rs.2360/- (Inclusive of GST) (Non-refundable)**

From

Managing Director  
MARKFED  
Chandigarh.

To

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Gentlemen/Sir (s)

On behalf of State Procurement Agencies i.e. Punjab State Grain Procurement Corporation Ltd. (herein after referred to as PUNGRAIN), Punjab State Warehousing Corporation (herein after referred to as PSWC), Punjab State Civil Supplies Corporation (herein after referred to as PUNSUP) and The Punjab State Cooperative Supply and Marketing Federation Limited (herein after referred to as MARKFED), Managing Director, MARKFED invites e-Tenders for the purchase of Aluminium Phosphide 56% Tablets on Rate Contract basis for the period from the date of allotment of contract to 31.03.2027.

**1. TERMS AND CONDITIONS:**

The terms and conditions governing the purchase are given at Annexure- "A", Technical specifications at Annexure- "B", Template of documents and check list at Annexure- "C" and sample of Financial Bid Format at Annexure- "D" are attached herewith.

**2. EARNEST MONEY DEPOSIT (EMD):**

Earnest Money must be deposited as per clause No. 2 of tender terms & conditions.

**3. SIGNING OF TENDER:**

Tender document must be signed by the duly authorized signatory.

**4. SUBMISSION OF TENDERS:**

The parties shall submit e-Tender through e-tendering website <https://eproc.punjab.gov.in>. The tender should be uploaded along with Annexure- "A", "B", "C" & "D" along with financial bid separately.

**5. ACCEPTANCE OF TENDER:**

Managing Director, MARKFED reserves the right to accept or reject tender (s) without assigning any reasons. Tenders must be accompanied with all annexure, duly signed on all pages and complete in all respects.

**MANAGING DIRECTOR  
MARKFED**

**THE PUNJAB STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED,  
PLOT NO.4, MARKFED HOUSE,  
SECTOR 35-B, CHANDIGARH-160022**

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**ANNEXURE- "A"**

**TERMS & CONDITIONS FOR THE PURCHASE OF ALUMINIUM PHOSPHIDE 56% TABLETS  
ON RATE CONTRACT BASIS**

**1. GENERAL**

- i) Tender process will be in two bids system "Technical Bid and Financial Bid". Technical bid will be opened first to evaluate the eligibility as per terms & conditions. Earnest money and other supporting documents shall be uploaded alongwith the Technical Bid. Financial bid shall contain one document of Financial Bid as per format given in tender documents.
- ii) The sale of tender form on the eProcurement portal for purchase of Aluminium Phosphide 56% Tablets will start from 03:00 pm on 17.03.2026 and will close at 11:00 am on 08.04.2026.
- iii) The technical bid will be opened at 03:00 pm on 08.04.2026 in Committee Room, MARKFED House, Plot Number 4, Sector 35-B, Chandigarh in the presence of the tenderers or their authorized representatives who may wish to be present. In the case the tender opening date happens to be a holiday, it shall be opened on the same time on the next working day.
- iv) Financial bid of only eligible tenderers will be opened at the date & time to be notified online to such tenderers through the portal.

**2. EARNEST MONEY:**

An amount of Rs.2360/- (Rupees Two Thousand Three Hundred and Sixty only) towards cost of tender form and an amount of Rs.10,00,000/- (Rupees Ten Lakhs only) towards earnest money shall be deposited in the designated account of MARKFED at eProcurement website <https://eproc.punjab.gov.in> through epayment gateway only. No other mode of payment shall be accepted. Tenders not accompanied with earnest money are liable to be rejected. The earnest money is subject to forfeiture if after submitting the tender, the tenderer resiles from or modifies any of the terms and conditions of the tender offered.

**3. SECURITY:**

The successful tenderer shall have to deposit a security amount of Rs.30,00,000/- (Rupees Thirty Lakhs Only) in shape of DD/RTGS in favour of MARKFED Agro Chemicals, payable at Mohali within 10 days from the award of the contract. The earnest money of the successful tenderer shall be adjusted in security amount. Earnest money of tenderer already lying with MARKFED on account of any other contract shall not be adjusted against the security deposit.

The security amount shall be refunded without any interest thereon, subject to No Objection Certificate (NOC) from the concerned State Procurement Agencies on successful completion of the contract.

#### **4. RATE AND PERIOD OF CONTRACT**

**a) RATE:** Rate is to be quoted in the performa of Price Bid enclosed (Annexure-“D”) in the required manner only. Per Kg. rate to be quoted in Rupees on F.O.R. destination anywhere in Punjab, inclusive of loading, packing/forwarding charges, insurance charges, freight, handling charges and all other ancillary charges/taxes as may be levied by any municipal state or central govt. from time to time (except GST). However, the prevailing rate of GST shall be applicable at the above rates at the time of invoice/dispatch to Concerned Procurement Agency. The rates quoted should be valid for the entire period of rate contract i.e. from the date of allotment of the contract to 31.03.2027.

**b)** Rate Contract would be finalized by MARKFED on behalf of all State Procurement Agencies i.e. Punjab State Grain Procurement Corporation Ltd. (PUNGRAIN), Punjab State Warehousing Corporation (PSWC), Punjab State Civil Supplies Corporation (PUNSUP) and The Punjab State Cooperative Supply and Marketing Federation Limited (MARKFED). Indents shall subsequently be placed by the respective State Procurement Agencies at their level.

**c)** Rate Contract can be extended upto 90 days from the date of expiry of the contract at buyer’s option. The Rate Contract shall be extended by MARKFED after taking consent from all other State Procurement Agencies.

#### **5. VALIDITY:**

Offers shall be valid and irrevocable for 90 days from the date of opening of tender. Resiling from the offer would attract forfeiture of security/earnest money, as the case may be.

**6. LOT SIZE:** Minimum lot size could be 1.5 MT.

#### **7. QUANTITY:**

Being a Rate Contract, the likely quantities are indicative. The quantities can be increased/decreased during the Rate Contract and the bidder shall be bound to supply the same during the period of Rate Contract.

#### **8. SUPPLY SCHEDULE & PENALTY:**

The Indenting Agency/State Procurement Agency (PUNGRAIN, PSWC, PUNSUP, MARKFED, as the case may be) will submit a quarterly demand schedule to the supplier at least 15 calendar days prior to the first scheduled offer date. Tenderer shall be liable to offer stocks within 15 days of receipt of order for conduct of pre-dispatch inspection and drawl of samples in its Godown at Punjab.

Supplier will ensure the receipt of material at the designated location (s) mentioned by the respective indenting agency within 7 calendar days from receipt of dispatch instructions.

For any delay in **offering** of the indented quantity by the supplier for inspection beyond 15 days from the date of placement of order, penal liability as per the following shall be imposed for grant of grace period: -

- i) Penalty @ 1% of the basic rate for the delay of first 3 days (taken as a time unit).
- ii) Penalty @ 2% of the basic rate for delay of 4 days to 7 days (taken as a time unit).
- iii) Penalty @ 3% of the basic rate for delay of 8 days to 10 days (8 days to 10 days taken as a single time unit).

However, the indenting agency shall consider to opt for risk purchase of such delayed/lapsed indented quantity at the risk & cost of the supplier after 10 days period without offering any additional grace period with applicable penalty. However, the supplier shall have to be intimated in this regard via email regarding cancellation of order and risk purchase, thereof.

**Explanatory Note:**

*For Example:*

- 1. Penalty applicable to the quantity offered with delay of 2 days would be 1%.
- 2. Penalty applicable to the quantity offered with delay of 5 days would be 2%.
- 3. Penalty applicable to the quantity offered with delay of 9 days would be 3%.

Tentative Quarterly demand of each State Procurement Agency (SPA) for the FY 2026-27 shall be as under: -

<b>Quarter</b>	<b>Name of SPA</b>	<b>Qty. (In MTs)</b>	<b>Variation</b>
<b>First Quarter (April to June)</b>	PUNGRAIN	0.000	± 5%
	PSWC	60.000	± 5%
	PUNSUP	0	± 5%
	MARKFED	38.000	-
<b>Total</b>		<b>98.000</b>	
<b>Second Quarter (July to September)</b>	PUNGRAIN	29.800	± 5%
	PSWC	50.000	± 5%
	PUNSUP	26.000	± 5%
	MARKFED	43.000	-
<b>Total</b>		<b>148.800</b>	
<b>Third Quarter (October to December)</b>	PUNGRAIN	18.500	± 5%
	PSWC	50.000	± 5%
	PUNSUP	0.000	± 5%
	MARKFED	0.000	-
<b>Total</b>		<b>68.500</b>	
<b>Fourth Quarter (January to March)</b>	PUNGRAIN	13.200	± 5%
	PSWC	50.000	± 5%
	PUNSUP	16.000	± 5%
	MARKFED	40.000	-
<b>Total</b>		<b>119.200</b>	
<b>Grand Total</b>		<b>434.500</b>	

## 9. INSPECTION:

The material shall be offered for pre-purchase inspection by the Supplier at his godown in Punjab before the dispatches are made. The inspection party shall draw three samples from each batch out of the material offered for the inspection, which shall be jointly sealed. One sealed sample shall be sent to the recognized test house for testing as per ISI specifications. The result of the test house shall be binding on both the parties. The cost of the material drawn as samples as well as testing charges including GST of the samples shall be borne by the Supplier. Second and third sealed sample shall be retained by the party and respective State Procurement Agency. The inspection of the material will be done by the authorized officer of the respective State Procurement Agency at the godown the party situated in Punjab alongwith the representative of the supplier. Inspection by the respective State Procurement Agencies representative will be completed within 7 days of receipt of offer from supplier. In case the goods are found below the prescribed specifications in the test, the consignment will be rejected and the supplier will have to offer alternate stocks for inspection within 7 calendar days of intimation in this regard. The stocks shall be dispatched after the satisfactory test report. 1% penalty of basic cost shall be imposed on the supplier for such quantity, and the same shall be deducted out of any payables to the supplier by the respective indenting agency. In case of exigency, the SPA can make a risk purchase at the risk & cost of the supplier for equivalent quantity.

## 10. SPECIAL CONDITIONS OF SALE:

(1) **WARRANTY:** The Supplier hereby declares that the chemicals sold to the Purchaser under this contract shall be of the best quality and shall be strictly conforming to the specifications and particulars contained/mentioned in the Terms & Conditions of the Tender and/or in the Indent/Supply Order thereof and the Supplier hereby guarantees that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said stores/chemicals, if during the aforesaid period of 24 (twenty four) months the said stores/chemicals be discovered not to conform to the description and quality aforesaid or have deteriorated, the purchaser will be entitled to reject the said stores/chemicals or such portion thereof as may be discovered not to conform to the said description and quality (and the decision of the purchaser in that behalf will be final and conclusive). On such rejection, the stores/chemicals will be at the Supplier's risk and all the provisions herein contained relating to rejection of stores/chemicals etc. or such portion thereof as is rejected by the Purchaser otherwise the Supplier shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

(2) **GUARANTEE:** For a period of Twenty Four calendar months from the date of manufacturing of the stores/chemicals, the Suppliers shall be responsible for any defects, in manufacturing or that may develop during the guarantee period and under proper use, arising from faulty materials, manufacturing process or work-man ship, in the chemicals but not otherwise and shall remedy such defects at Supplier's own cost, when called upon to do so, by the purchaser, who shall state in writing in what respect that portion is faulty. If it becomes necessary, for the Supplier to replace or renew until the expiration of six months from the date of such replacement the Supplier shall undertake to replace the goods within a reasonable period, not exceeding 15 working days from the date of communication of the defect to the supplier by PUNGRAIN,

PSWC, PUNSUP, MARKFED, as the case may be, through any one or more of the mode of following communications:

Registered Post or Under Certificate of Posting or by ordinary post or by hand delivery under due acknowledgement or by e-mail or by FAX.

If the defects are not remedied to the satisfaction of respective State Procurement Agency within the time period as mentioned above, the purchaser may proceed at the suppliers' risk and cost but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

All inspections, adjustments, replacements or renewals carried out by the supplier during the maintenance period shall be subjected to the same conditions of the contract.

#### **11. PACKING:**

Packing shall be as per IS: 9503-1988 with upto date amendments. The tablets/pallets shall be packed in leak proof, air tight, seamless, extruded Aluminium Bottle/Flask containing one Kg. of chemicals consisting of not less than 334 tablets. Proportionate quantitative cut for the number of tablets found short shall be made good based on the average weight of the tablet.

#### **12. MARKING:**

The container shall bear legibly and indelibly the following information as required under IS: 6438-1980 and the Insecticides Act, 1968 and The Insecticides Rules, 1971 framed thereunder: -

- a. Name of the material.
- b. Name of the Manufacturer
- c. Date of Manufacture & date of Expiry.
- d. Batch No.
- e. Net mass of the contents.
- f. Aluminium Phosphide content, Percentage;
- g. Minimum cautionary notice as worded in The Insecticides "Act and Rules"
- h. The stores shall bear **ISI mark**

In addition to above, each container (Aluminium bottle/Flask containing one kg of AP tablets) must bear a stamp in bold letters "**FOR ..... USE ONLY. NOT FOR SALE**". For example, if the material is offered for pre-purchase inspection to MARKFED against its requirement/purchase order, then the blank space shall be replaced with MARKFED and so on, as the case (s) may be.

#### **13. PAYMENT:**

80% payment will be made on actual receipt of the material in good condition as per specifications, on the satisfactory completion of the supply order and after receipt of satisfactory test report from test house. The payment shall be made by the respective state

procurement agencies directly to the supplier through RTGS/NEFT at the cost of the party within 15 working days from the date of submission of bills.

Balance 20% payment shall be released after 90 days (from the receipt of stocks) on quality confirmation by the Technical Officer/Field Staff of the respective State Procurement Agency on actual use.

All Govt. taxes/levies as applicable would be deducted from the payment.

Indenting State Procurement Agency reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTN system. This shall be ensured by the supplier that the invoice raised by him during a month is accurately reported in the GST returns of the said month.

The supplier shall ensure that the invoice to be raised with Concerned Procurement Agency is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Concerned Procurement Agency.

#### **14. CORRUPT PRACTICES:**

1. Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any Officer or Official of MARKFED/State Procurement Agency shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.
2. Tenderers shall not indulge in any anti-competitive practices/agreements implied or express while participating in the Tender.
3. In case of any clear indication of cartelization or express/implied anti-competitive agreements between the tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the MARKFED, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit as the case may be, recover the losses as assessed by the authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license. MARKFED reserves the right to initiate appropriate legal action against the Tenderers if the indication of cartelization comes to notice even after award of contract/expiry of contract.
4. If the information given by the Tenderer in the Tender document is found to be false/incorrect and/or the documents uploaded are found to be forged/fabricated at any stage, MARKFED shall have the right to disqualify/summarily terminate the Contract, without prejudice to any other rights that MARKFED may have under the Contract and Law. Also, the tenderer shall be liable for blacklisting and criminal proceedings can also be initiated against the tenderer.
5. In case of breach of any terms and conditions of the Tender Documents by the Tenderer, MARKFED reserves the right to summarily terminate the contract including forfeiture of EMD/ Security Deposit as the case may be without prejudice to any other rights or remedies MARKFED may have under the Contract and Law.

6. The Supplier/Seller shall not offer or give or agree to give any person in the employment of the purchaser or working under the orders of MARKFED/State Procurement Agencies any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract with MARKFED for showing or forbearing to show favor or disfavor to any person in relation to the contract with MARKFED. Any breach of the aforesaid condition by the Supplier /Seller or any one employed by him or acting on his behalf whether with or without the knowledge of the Supplier /Seller or the commission of any offence by the Supplier /Seller or by any one employed by him or acting on his behalf shall entitle MARKFED to Terminate the contract and to recover from the Supplier/Seller the amount of any loss arising from such Termination.

#### **15. TERMINATION FOR DEFAULT:**

Managing Director, MARKFED may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 15 (Fifteen) days written notice of default to the Supplier, terminate the contract in whole or in part: -

- 1) If the Supplier breached any of the terms and conditions of the contract.
- 2) If the Supplier fails to comply with any or all the obligations under the contract within the time period (s) specified in the contract or any extension thereof granted by Managing Director, MARKFED in writing.
- 3) If the Supplier, in either of above circumstances, does not remedy its failure within a period of 15 (Fifteen) days after receipt of the default notice from Managing Director, MARKFED.
- 4) If the Supplier in the judgment of Managing Director, MARKFED has engaged in corrupt or fraudulent practices in competing or in executing the contract.

In the event, Managing Director, MARKFED shall/will terminate the contract in whole or in part, the respective State Procurement Agency i.e., PUNGRAIN, PSWC, PUNSUP, MARKFED, as the case may be, may get such services done, upon such terms and in such manner as it deems appropriate at the Risk and Cost of the Supplier. However, the Supplier shall continue performance of the contract to the extent not terminated. In additions such action by Managing Director, MARKFED as aforesaid shall not relieve the Supplier of his liability to pay Liquidated Damages for his failure to supply within the stipulated time as defined in the contract.

#### **16. INDEMNITY**

- i. The supplier shall defend, indemnify and hold MARKFED/State Procurement Agencies harmless during and after the term of the contract from and against any and all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses of whatever nature arising or resulting from the violation of any laws, Rules by the Supplier or its personnel or in any way connected with any acts, omissions, negligence, breach of this Contract or any law and failure to perform obligation under this contract or under any law.

- ii. MARKFED/State Procurement Agencies reserves the right to claim from the supplier any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake (s) on part of the supplier.

## **17. PROCEDURE FOR FORCE MAJEURE**

No failure by a party to perform its obligations under the Agreements 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 reasonable 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.

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

### **Revised Timetable**

Provided that the Party claiming to be affected by the Force Majeure has complied with the notice procedure, any time period specified in this Tender for the performance of an obligation, including the term of this Contract, shall be appropriately extended for a period equal to that during which the effect of the Force Majeure applies to the obligation.

### **Consultation and Duty to Mitigate**

The Party claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure and restore its ability to perform its obligations under this Contract as soon as reasonably practical. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure.

### **Prolonged Force Majeure**

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Contract or to terminate this Contract.

### **Exceptions Applicable to Parties**

The Parties shall not have the right to consider any of the following circumstances to be a

Force Majeure that would suspend the performance or excuse the non- performance of their obligations under this Contract:

- i) unreasonable delay in performance or any damages attributed to the Management and Operations Staff, Agents, Affiliates or Contractors;
- ii) breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the Facilities or the Bulk Wagons;
- iii) unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, fuel or consumable for the Facilities or Bulk Wagons; or
- iv) non-performance by the Party or its Management and Operations Staff, agents, Affiliates or Contractors that is caused by or connected with its/their (i) negligent or intentional acts, efforts, omissions or fraud; (ii) failure to comply with the Law or conditions of Clearances; or(iii) Breach under this Contract.
- v) Non availability of raw material/or increase in cost of raw material, production cost or transportation cost will not constitute Force Majeure.
- vi) any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of this Contract or avoided or overcome in the carrying out of its obligations hereunder.
- vii) An insufficiency of funds or failure to make any payment required hereunder.
- viii) Sabotages, closure/disruption of operations due to industrial unrest within the seller organization, closure/disruption of the operations directly initiated by the party,
- ix) Changes in any of the tax or Duty structure and any variations in exchange rate.

**18. OTHERS:**

- a) The stocks older than three months at the time of inspection will not be accepted.
- b) The material shall be insured against transit losses/damaged etc. by the supplier at his own cost.
- c) The material is returnable from the destination at the risk and cost of the supplier if the same is damaged in transit.
- d) All the corrections and alternations should be signed by the tenderer.
- e) In case the tenderer supplies the material at a lower rate to any Govt. Institution in Punjab than the rate finalized with MARKFED during the period of contract, the same rate would also be applicable to this contract from the date such contract at a lower rate is finalized by the supplier with any other Govt. Institution in Punjab. The supplier will furnish an undertaking to this effect with every invoice.
- f) In case the party withdraws/resiles from the offer or if the risk & cost differential is more than the EMD/security and fails to compensate MARKFED as per notice issued for the purpose, Managing Director, MARKFED may black list the party for a period upto 2 years. This action will be in addition to recovery under risk & cost.
- g) The Managing Director, MARKFED reserves the right to accept or reject any or all tenders without assigning any reason.
- h) Tenders shall be accepted from manufacturers only. Foreign manufacturers can also quote, provided they have requisite registration of their product with appropriate authority in India. Other terms and conditions however, remain the same as per CIB guidelines.
- i) The tenderer shall have to submit an undertaking that their firm is not under influence of blacklisting by any Govt. undertaking in India at the time of participation in the tender.

j) MARKFED will issue rate contract to the successful party with a copy to all the State Procurement Agencies. On the basis of rate contract issued by MARKFED, respective State Procurement Agency will issue supply schedule to the concerned supplier as per their requirement of AP Tablets from time to time during the period of contract.

k) 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/startup 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.

l) All the guidelines/instructions issued in The Punjab Transparency in Public Procurement Act, 2019 and The Punjab Transparency in Public Procurement Rules, 2022 shall be adhered to by the bidders/tenderers.

m) 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, the Managing Director, MARKFED at the time of such transfer, vacation of office, death or inability, shall appoint another person, to act as Arbitrator.

Subject to 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.

The courts at the place of signing of the contract shall have exclusive jurisdiction. Arbitration proceedings shall be conducted at Chandigarh according to Indian Laws for the time being in force.

**MANAGING DIRECTOR  
MARKFED**

Signatures of Authorized Person  
On behalf of the tenderer/Firm  
Rubber Stamp

**TECHNICAL SPECIFICATIONS FOR ALUMINIUM PHOSPHIDE 56% TABLETS**

<b>Sr. No.</b>	<b>Description</b>	<b>Compliance</b>
1.	Material	Aluminium Phosphide
2.	Formulation	Tablets of 3 grams each, IS 6438-1980
3.	Quality of the Material	As per IS No.6438-1980 with upto date amendments
4.	Packing	Packing shall be as per IS: 9503-1988 with upto date amendments. The tablets/pallets shall be packed in leak proof, air tight, seamless, extruded Aluminium Bottle/Flask containing one Kg. of chemicals consisting of not less than 334 tablets. Proportionate quantitative cut for the number of tablets found short shall be made good based on the average weight of the tablet.
5.	Guarantee	The product shall be guaranteed against deterioration and disintegration for a minimum of 2 years from the date of manufacture.
6.	Marking	<p>The container shall bear legibly and indelibly the following information as required under IS:6438-1980 and the Insecticides Act and Rules:-</p> <ol style="list-style-type: none"> <li>Name of the material.</li> <li>Name of the Manufacturer.</li> <li>Date of Manufacture &amp; date of Expiry.</li> <li>Batch No.</li> <li>Net mass of the contents.</li> <li>Aluminium Phosphide content, Percentage;</li> <li>Minimum cautionary notice as worded in the Insecticides Act and Rules.</li> </ol> <p>In addition to above, each container (Aluminium bottle/Flask containing one kg of AP tablets) must bear a stamp in bold letters "<b>FOR ..... USE ONLY. NOT FOR SALE</b>". For example, if the material is offered for pre-purchase inspection to MARKFED against its requirement/purchase order, then the blank space shall be replaced with MARKFED and so on, as the case (s) may be.</p>

**Signature of Tenderer with Rubber Stamp**

**TECHNICAL BID****Template of documents of Technical bid & Check List  
for the purchase of Aluminium Phosphide 56% Tablets.**

<b>S. No.</b>	<b>Description</b>	<b>Compliance (Attached or Not)</b>	<b>Mention Page No.</b>
1.	Proof of submission of Earnest Money		
2.	Proof of deposit of cost of tender form		
3.	License for use of standard marks under the Indian Standard Institution (Certification Marks) Act, 1952 as amended in 1961.		
4.	Certification of registration of the insecticide issued by the GOI, Ministry of Agriculture, Department of Agriculture under Insecticides Act,1968.		
5.	Manufacturing License		
6.	Self-Declaration of Production Capacity of AP Tablets of the firm		
7.	Permission of Agriculture Department, Punjab to sell AP Tablets in Punjab		
8.	Permanent Account Number (PAN)		
9.	GSTIN Number		
10.	General Power of Attorney given by the company to sign papers & documents etc.		
11.	Undertaking regarding non-blacklisting		
12.	Scanned copy of terms and conditions duly signed and accepted by the tenderer.		
13.	The tenderer will submit a cancelled cheque bearing name, A/c no. & IFSC code no. of the Bank on which the EMD/Security amount is to be refunded.		
14.	Undertaking regarding corrupt practices		

**Note:-**

1. The Financial Bid only of those parties will be opened whose Technical bids are found in order as per tender terms and conditions.
2. The documents should be uploaded strictly as per the sequence stated above.

**Signature of Tenderer with Rubber Stamp**

**PRICE BID**

Tender No. PSCSMFL/RC/AP Tablets/2026-27

<b>Name of the Tenderer</b>	
<b>Address of the Tenderer</b>	
<b>Communication Address of the Tenderer</b>	
<b>Telephone No./Fax No./e-mail</b>	
<b>Name of the Authorized Signatory</b>	

**Rate to be quoted in Rupees (Rs.) Per KG only**

- I. Name of Item : Aluminium Phosphide Tablets
- II. Price bid format is provided in .xls format alongwith this tender document, Bidders is advised to download and quote rates and upload it in the site at the respective locations. Same is provided below at III for kind reference only.
- III. Rate quoted on firm, FOR Destination basis for delivery anywhere in Punjab

Description	Unit	Likely Qty.	Per Kg rate in Figures (On F.O.R. destination anywhere in Punjab, inclusive of loading, packing/forwarding charges, insurance charges, freight, handling charges and all other ancillary charges/taxes as may be levied by any municipal state or central govt. from time to time (except GST)	Per Kg rate in Words (On F.O.R. destination anywhere in Punjab, inclusive of loading, packing/forwarding charges, insurance charges, freight, handling charges and all other ancillary charges/taxes as may be levied by any municipal state or central govt. from time to time (except GST)
Supply of Aluminium Phosphide 56% Tablets	KG	434500	To be quoted in excel sheet only	To be quoted in excel sheet only

I/We have carefully gone through the Tender terms & conditions and agree to abide by them and have quoted the rate (s) above in pursuant thereto.

**Signature of Tenderer with Rubber Stamp**

**NOTE:** Price bid 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 location.