

**THE PUNJAB STATE CO-OPERATIVE SUPPLY & MARKETING
FEDERATION LTD. CHANDIGARH (MARKFED)**

**TERMS AND CONDITIONS FOR THE SALE OF DAMAGED WHEAT
(UNFIT FOR HUMAN CONSUMPTION) BY E-TENDER (No.
CM(FG)/SPE/Damage Wheat-25/2026/01)**

1. Price of the Tender documents: The tenderer shall have to deposit an amount of Rs.2950/- (including GST) through RTGS/NEFT & shall submit proof of the same alongwith Technical Bid.
2. Sale of Bids:- Sale of Tender document and online bid submission shall close on 23.03.2026 at 05:00 PM.
3. Opening of Bids: - Technical bids shall be opened on 25.03.2026 at 11:30 AM and the Financial Bids of the tenderer who qualify in the Technical Bids shall be opened on 30.03.2026 at 11:30 AM. These Bids shall be opened at Markfed Head Office, Chandigarh in the presence of the tenderer who may wish to be present.
4. The party shall submit the documents listed in Technical Bid in proforma **Annexure - A** as under:
 - i) The tenderer shall submit proof regarding firm / company or any other organization.
 - ii) The tenderer must have registration with FCI / Department of Food and Civil Supplies, Punjab and shall upload the registration certificate in the technical bid proforma.
 - iii) In case of Govt. Department/ agencies like Agriculture Colleges, Military Dairy Farms and either Municipal or Co-operative Dairy Farms manufacturing cattle feed or poultry feed shall submit certificates/ documents regarding proof of having feed manufacturing facilities as mentioned in Annexure D.
 - iv) The tenderer shall submit proof regarding manufacturing of Cattlefeed.
 - v) The tenderer shall submit power of attorney to sign the tender by all the partners in case of the partnership concern and in the limited company under the common seal of the company.
 - vi) The tenderer should have GST registered number.
 - vii) The tenderer should possess Permanent Account Number (PAN).
 - viii) The tenderer should upload the deposit of EMD through RTGS/ NEFT as per tender terms.
 - ix) The tenderer should upload the proof of deposit of cost of tender documents i.e Rs. 2950 through RTGS/ NEFT.
 - x) The Tenderer should not have been blacklisted by any institution Govt. Or Semi Govt./ Corporation and shall submit an affidavit duly attested by Notary/ Oath Commissioner/ Magistrate in this regard.
 - xi) The tenderer shall upload the affidavit duly attested by Notary/ Oath Commissioner/ Magistrate to the effect that the wheat so allotted will not be recycled for human consumption and shall be used only for the purpose as per the categorization of the wheat stocks.
 - xii) Lot No. for which the bids are quoted shall be mentioned in the technical bid proforma.
 - xiii) The tenderer shall upload the signed copy of the terms and conditions as a token of acceptance.
5. **Inspection of wheat stocks:-** The stocks can be inspected by prospective tenderer during working hours on any working day at the godowns / open

complexes from where the **stocks are stored**/delivery of the consignment will be given. Location of the stocks alongwith lot number and category is at **Annexure-O**.

6. Only those tenderers who are registered with FCI / Department of Food, Civil Supplies & Consumer Affairs, Punjab (except Govt. Department/ Agencies) shall be eligible to participate in tender. All the tenderers shall produce authenticated documentary evidence with regard to the existence of the manufacturing unit such as Industrial license, Registration Certificate of FCI / Department Food Civil Supplies, Punjab etc. while participating in tenders.
7. It will be the responsibility of the tenderer to obtain necessary permits, if required, from the concerned authorities in case the stocks are to be moved to places outside the Zone, **there they are held**. Such permits shall have to be produced at the time of taking delivery.
8. The Punjab State co-operative Supply & Marketing Federation Ltd., Chandigarh (MARKFED) does not guarantee to make any definite quantity or quality of damaged wheat available to the successful tenderer.
9. Conditional offer will be rejected.
10. The tenderer shall quote the rates in the Financial Bid (**Annexure- B**). The tenderer is at liberty to quote for any or all the lots put together separately, lot wise. The tenderer is to quote for the total quantity in each lot in the Bids in which rates have not been offered for the total quantity of the lot are liable to be rejected. The rates offered will be valid upto 30 (Thirty) days extendable to another 15 (fifteen) days from the date of opening of tenders.
11. The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh reserves the right to accept or reject any or all the tenders, without assigning any reason. All tenders shall be irrevocable and remain open for acceptance for a period of thirty days from the date of opening tender (s). If the said date is declared to be a **closed holiday** for Markfed, office, the tender shall be deemed to remain open for acceptance upto the following working day. The Managing Director, "The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh will have the discretion to extend this date of validity by another fifteen days.

12. **Earnest Money:** The tenderer shall pay to The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh an amount as mentioned in "**Annexure O**" 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 transaction. 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 one year. 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.

13. **Security Deposit:-** The successful tenderer shall pay to The Punjab State Co-operative Supply & Marketing Federation Ltd., within a week's time from the date of acceptance of his/her/ their offer, ten percent of value of goods(including EMD), for which the offer has been made calculated at the rate offered for due performance of the contract and it would be adjusted against all losses, costs and expenses incurred by the MARKFED, in case the tenderer/ tenderers either resiles /resile from his/her/their offer or violates/violate the terms of the contract. The security deposit will be refunded on the completion of the contract but the Markfed shall not be liable to pay any interest thereon. The tenderer (s) shall have to produce "No Due Certificate from the concerned Markfed District Manager, for consideration of refund of security deposit.

14. If the tenderer fails or neglects to observe or perform any of his obligations in respect of any damage, losses, charges, expenses or cost, that may be suffered or incurred by Markfed during the period of this contract, it shall be lawful for MARKFED to adjust either in whole the security deposit i.e earnest money or any part thereof. The decision of "The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh", in this respect shall be final and binding on the tenderer.

15. In the event of Earnest money deposit/security deposit being insufficient or if such security deposit has been wholly adjusted, the balance or the total sum recoverable as the case may be, shall be deducted from the sum then due or which at any time thereafter may become due to the tenderer under this or any other contract with The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh. In case that sum is also not sufficient to cover the full amount recoverable, the tenderer shall pay to the MARKFED on demand the balance due amount. In case the tenderer fails to pay the amount of balance due, Markfed shall be free to invoke any legal remedies to recover the same.

16. Save as aforesaid, if the tenderer duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh shall refund the security deposit without interest to the tenderer

17. Price of damaged wheat will be payable on the gross weight and all taxes whatsoever leviable by any authority at the time of despatch, shall be payable by a buyer in addition to the price offered.

18. The tenderer (s) shall deposit the entire cost of the damaged wheat stocks lot wise alongwith other leviable taxes through RTGS/NEFT in Markfed account after issuance of acceptance letter by Markfed in such a manner that lifting of the damaged wheat stocks is completed within 60 (sixty) days from the acceptance of the offer of the bidder by Markfed.

19. The tenderer (s) will have to quote rate for a minimum of one lot. The stock of each lot will have to be lifted stack wise and on completion of lifting of one particular stack, the stocks from another stack will be offered for lifting but the entire delivery will have to be completed within 60 (Sixty) days of issuance of acceptance letter by Markfed.

20. The delivery would be given during working hours on all working days on presentation of copy of release order /delivery order issued by the District Manager.

21. In the event of failure to deposit / make the payment within the specified time and to present the proof of the same within the aforesaid period, the security of the party shall be forfeited. MARKFED shall have the option to adjust all losses incurred by MARKFED from security deposit in full and resell the stocks and would also recover from the tenderer, the loss suffered by the MARKFED as a result of the resale of the stocks at the risk and cost of the original buyer. Any saving or profit on resale as aforesaid shall be exclusively to the account of "the Punjab State Co-operative Supply & Marketing Federation Ltd. (MARKFED).

22. At the time of delivery, if there is shortfall in the declared quantity, proportionate refund to the buyer will be allowed. If on the other hand there is excess weight in the lot, proportionate additional payment shall be made by the buyer in the same manner as referred to above.

23. The damaged wheat shall be offered on "AS IS WHERE IS BASIS" and No replacement of gunny bags shall be allowed at the cost of The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh. The damaged wheat stock shall be removed by the tenderer within the period specified without prejudice to defects, if any, and notwithstanding any error or misstatements of description, measurement, quantity, weight, enumeration or otherwise and without any objection on the part of the tenderer and no claim shall lie against The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, for compensation nor shall any allowance be made on account of such faults, mis-statements or errors although the same may be of such considerable nature particularly the description of damaged wheat may be identical or similar to the description of same goods in some previous sale by tender and no reliance should be placed on any such description. The tenderer should satisfy thoroughly as to what has been offered for sale before submitting his bid and may inspect damaged wheat stocks prior to tendering. It shall be deemed (whether or not such inspection shall have in fact taken place) that the bidder has taken notice of all defects and faults and any error, any mis-statement as aforesaid which he might have discovered on inspection shall not be entitled to any compensation on account thereof.

The tenderer of this contract are neither entitled to claim nor recover any compensation by way of damage or other-wise, for less/ non availability of tendered stocks. The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh reserve the right to withdraw from the sale any lot/lots included in the tender prior to the acceptance of any offer for such lot/lots without assigning any reasons.

24. The tenderer will make his own arrangement for lifting of damaged wheat including de-stacking /stacking, weighment on weighbridge, transport, **labour** etc. for which all expenses will be borne by the tenderer.

25. Should the tenderer wish to take delivery of the damaged wheat stocks purchased through a representative, he must authorize the later by

a letter of authority which shall be presented to the officer in whose charge the stock is held. Such officer may in his entire discretion decline to act on any such authority and it shall be in all cases of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against "The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh", on any account what-so-ever, if delivery is affected to wrong persons.

26. The stocks shall be weighed at the weighbridge arranged by "The Punjab State Co-operative Supply & Marketing Federation Ltd.,". The quantity delivered shall be accounted on the basis of 100% actual weighment on gross weight basis. The weighment sheets shall be prepared in triplicate and be signed by the tenderer or his representative and an concerned officials /officers of "The Punjab State Co-operative Supply & Marketing Federation Ltd.,. The cost of weighment is to be borne by the successful tenderer in addition to the price paid for the damaged wheat.

27. The stocks sold to a tenderer shall from the date of acceptance of his tender shall be at his risk and Markfed shall not be responsible for its maintenance and preservation thereof.

28. The stocks sold will have to be lifted by the buyer from the site of accumulation within the period of 60(Sixty) days from the date of issue of acceptance letter.

In the event of failure of tenderer to lift the damage wheat stocks **within prescribed period**, then further action as per clause No. 29 of terms and conditions of the tender shall be taken.

29. The terms and conditions of the tender will be applicable when the tenderer is not able to take delivery within the period of 60 days, then, "The Punjab State Co-operative Supply & Marketing Federation Ltd., has the discretion to re-sell the stocks at the tenderer's risk and cost. In such an event following losses will be recovered from the tenderer from the date of issuance of acceptance letter till the actual lifting of stocks.-

a.) (i) Godown Rent.

(ii) Watch & Ward Charges

(iii) Preservation Charges

(iv) Electricity Charges etc.

b.) Rate Difference.

c.) Interest @ 10% P.A. (monthly compound) on total value of damaged stocks sold at risk & cost including costs at a & b above from the date of issuance of acceptance letter of original tender till the actual deposit.

In case, some other stocks are lying stored in one complex then costs will be calculated on pro-rata basis. In case entire complex is occupied by such damaged wheat lot under consideration then total costs will be charged.

30. An express condition of sale is that the stocks of damaged wheat shall be used only for the purpose as indicated in the **Annexure-O**. It is absolutely necessary that the tenderer of any particular category of stocks shall use the same only for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks. Markfed will not be responsible for any loss / damages or compensation on account of misuse of the stocks otherwise than prescribed and tenderer shall be personally responsible for the same.

The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, will take a serious view of any breach of these conditions of sale. It will also not be open to tenderer to question the categorization of the stocks as shown in the tender.

31. The tenderer shall tender full account of the damaged wheat purchased to the concerned District Manager of MARKFED as well as the Collector of the District if so required. In order to ensure proper performance of the contract, in this regard, MARKFED reserve the right to inspect the premises of factory of the tenderer and where the food grains are stacked or processed without any notice to the tenderer and the tenderer shall be bound to provide necessary facilities for such inspection to the officials of the Markfed.

32. Any damaged wheat stocks meant for manufacture of inedible starch shall necessarily be utilized for that purpose only in the tenderers own factory and in no case shall be sold, transferred or used for any other purpose, whatsoever. The tenderer shall give full information about the movement of such wheat stocks from The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, to the place of utilization/manufacture/ processing etc. to the concerned District Manager of MARKFED. as well as to the Collector of the District, if required, for exercising proper Vigilance over their movements and proper utilization thereof. Account of sale of finished products from such stocks shall also be rendered to MARKFED.

33. Failure on the part of the tenderer to render full and satisfactory accounts of utilization of the damaged wheat stocks will constitute a breach of the contract and in such an event the security deposit furnished by the tenderer shall be forfeited without prejudice to the right of the Markfed to initiate legal proceeding both Civil & Criminal, against the tenderer.

34. The tenderer shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh, (MARKFED).

35. The person signing the tender form or any other documents forming part of the tender on behalf of another, shall produce a proper power of Attorney duly executed in his favour stating that he has authority to bind such other person in all matters pertaining to the contract.

36. The tenderer shall furnish affidavit duly attested by oath commissioner/ notary / magistrate to the effect that the stocks thus purchased will not be recycled for human consumption and shall only be used for the purpose as per the categorization report in each case. It is

absolutely necessary that the tenderer of any particular category of stock as categorized above shall be processed for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks. The stocks as categorized above shall be processed only in the tenderer's premises, factory, plant, machine. In case of breach of these conditions of sale, The Punjab State Co-operative Supply & Marketing Federation Ltd., Chandigarh will forfeit security deposited, besides adopting other legal remedies available. It will also not be open to the tenderer to question the legal categorization of the stocks shown in the tender. 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.

37. 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.

38. Any change in constitution of the firm shall not absolve any partner of the firm from the liability.

39. The tenderer will submit a cancelled cheque bearing his/ their account number and IFS Code of Bank on which the EMD/ Security amount is to be refunded. EMD amount of unsuccessful tenderers / security amount of successful tenderers shall be refunded in this bank account only.

40. Govt./Agro Industrial Corporation and agencies like, Agriculture Colleges, Military Dairy Farms and either Municipal or Co-operative Dairy Farms manufacturing cattle feed or poultry feed shall be given preference for sale of damaged wheat. In case of any cattlefeed or poultry feed manufacture / Govt agency manufacturing cattlefeed / poultry feed gives any offer / willingness for any lot/ lots, the same shall be withdrawn from sale to private parties at any time before finalization of the tender.

41. (a) The parties registered for Industrial Use/Manure can also bid for the stocks categorized as Feed-I, Feed-II and Feed-III, in addition to the parties registered for Feed categories.

(b) The parties registered for the use of Manure can bid for the stocks declared fit for Dumping.

42. In case the rates are received below the reserve price in Lots the same shall be decided as per the instructions issued by Director, (Py IV & Movt) , Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Food & Public Distribution, Krishi Bhawan, New Delhi vide No. 8-1/2014-PY.IV dated 12.12.2017 and instructions issued by Director, Food, Civil Supplies and Consumer Affairs Department, Government of Punjab vide memo no. AS-5 (Recat.-87)-2017/ 2411 dated 26.12.2017.

43. The Govt. Department/ Agencies/ Cooperative shall submit certificates/ documents regarding proof of having feed manufacturing facilities as mentioned in the Annexure "D" attached with the tender documents.

44. The terms & conditions are subject to all policies as laid down by FCI/ State Govt./ Govt. of India on matters of disposal of categorized wheat stocks.

45. Reserve Price:- As per the revised / modified instruction communicated by Ministry of Food vide letter No.8-10/2004-IV dated 8.07.2014 regarding disposal of damaged foodgrains, reserve price for tender sale of damage wheat shall be as under:-

Sr.No	Category	Reserve price
1	Feed-I	60% of MSP of the crop year for wheat.
2	Feed-II	50% of MSP of the crop year for wheat.
3	Feed-III	40% of MSP of the crop year for wheat.
4	Industrial use	30% of MSP of the crop year for wheat.
5	Manure/Dumping (offered as a Manure)	10% of MSP of the crop year for wheat.

Crop year wise MSP is as under:-

<u>Crop year</u>	<u>MSP per qtl (In Rs)</u>
2024-25	2275/-
2025-26	2425/-

46. **Arbitration:**

(1.1) The Arbitration shall be conducted by a Sole Arbitrator to be appointed as hereinafter provided and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory modification thereof as applicable from time to time.

(1.2) The parties shall endeavour to appoint a Sole Arbitrator by mutual consent from the Panel of Arbitrators maintained by MARKFED within a period of 30 days from the date of receipt of the request for appointment of an Arbitrator from the contractor/agency and/or MARKFED is received by the Managing Director, Markfed. On arriving at a consensus on the name of the Sole Arbitrator, both the parties to the dispute shall execute an agreement in writing duty waiving the applicability of Sub-Section (5) of Section 12 of the Arbitration & Conciliation Act, 1996. Notwithstanding the above, it is clarified that no person, who is presently the employee of MARKFED or is a consultant or an advisor of MARKFED shall, in any event, be eligible to be appointed as an Arbitrator.

- (1.3) The language of arbitration shall be English.**
- (1.4) The stamp fee due on the award shall be payable by the party as directed by the Sole Arbitrator and in the event of such party's default, stamp fee shall be recovered from any other sum due to such party under this or any other contract.**
- (1.5) The seat of the arbitration shall be Chandigarh, but the venue of arbitration can be fixed with mutual consent of the parties and the Sole Arbitrator, in case, no consent can be arrived at the decision of the Sole Arbitrator shall be final and binding with regard to the venue of arbitration.**
- (1.6) The Courts at Chandigarh shall have exclusive jurisdiction over the disputes arising under the present contract agreement, to the exclusion of all other courts.**
- (1.7) The laws of India shall apply to arbitration proceedings and also to the Court proceedings.**
- (1.8) The Sole Arbitrator shall make a reasoned award. Any award made in any arbitration held pursuant to this Arbitration Agreement shall be final and binding on the parties as from the date it is made and the parties agree and undertake to carry out such award without delay.**

47. The tenderer shall submit certificate as per clause 48 confirming acceptance of the terms and conditions of the tender.

48. Certified that I / we _____ have carefully gone through the terms & conditions pertaining to tender sale of damaged wheat invited by Markfed as per tender Bid/ID No. and have retained a copy of the same. I/We shall strictly abide by the terms & conditions. An affidavit shall be given separately that the damaged wheat stocks shall be used, only for the purpose, it is categorized for and shall not be recycled & used for human consumption, in case tender is allotted to me/ us.

Accepted the above terms & conditions.

Signatures of tenderer / party
with seal, date & complete address.

Mobile No. _____