

**THE PUNJAB STATE COOPERATIVE SUPPLY AND
MARKETING FEDERATION LTD, CHANDIGARH**

**TENDER FORM FOR THE SUPPLY OF ZINC SULPHATE AGRIGRADE 21 % &
33% (Powder) FOR 2026**

Tenders are invited for the purchase of 500 MT Zinc Sulphate Agricultural grade 21% & 500 MTs of Zinc 33% (Powder) conforming to specifications prescribed in Fertilizer Control Order for 2026-27 on the following terms & conditions: The tenderers are required to submit Technical and Financial bids on our e-procurement portal.

TERMS & CONDITIONS:

- i) The tenderers must pay online Rs.50,000/- (Fifty Thousand only) on account of earnest money. Markfed will not pay any interest on this security. Markfed will have the right to forfeit earnest money/security in case the supplies are not made within the stipulated period or the tenderer fails to fulfill the terms and conditions of the contract. The tenderer will also make good the loss, if any, incurred by Markfed for arranging the goods at the risk and cost of the contractor, if any.
- 2) Batch wise material shall be inspected by the Inspection Team of Markfed in the unit of the company. The samples so drawn by the inspection team will be tested by Markfed from any Govt. approved test house at the cost of the company/manufacturer on urgent basis. On receipt of the analysis report as per specifications, material shall be supplied as per the instructions of the Inspection team. In case the Material is not found according to the specifications as a result of test report, the manufacturer shall offer the material in lieu of the material below specifications. In case the manufacturer fails to supply the material, the **material shall be arranged by Markfed at the risk and cost of the contractor**. Random samples will also be drawn from the quantity supplied by the manufacturer.
- 3) In case any sample is drawn by the Agriculture Department out of the material supplied by the company to Markfed in the Markfed godown/PACS Godown out of the original sealed bags and in the event of the material is found sub-standard/ not according to specifications, the manufacturer will be responsible for all the litigation with the Agriculture Department or in the court of law as the case may be & shall reimburse the litigation charges incurred by Markfed. Further in case of the quantity declared sub-standard/ not according to specifications/ mis branded, the company will reimburse the total cost of the said stocks already released by the Markfed. In case of failure of sample, the entire criminal & financial liability will be borne by the manufacturer. Further in the event of any claim lodged by the farmers in any court of law, due to inefficiencies of the material supplied by the company/manufacturer, the manufacturer will pursue such cases in the court of law at their own cost and will

make good loss if any sustained by Markfed as a result of the decision of the court of law.

Penalty per sample failure;- Rs 25,000/- per instance (For first instance) besides stopping the sale for said batch & suspending further supplies without waiting for result of reanalysis. Recovery would be made from manufacturer with interest if payment has already been released. In case of non-satisfactory reply/ repeated violations, contract shall be cancelled, security forfeited, besides blacklisting for One year for participation in future tenders of Markfed. Besides, action as per FCO shall be taken against the party.

- 4) The payment will be released on submission of RCIN by manufacturer & subject to test reports confirming to specifications.
- 5) The goods are returnable from the destination at the risk and cost of the manufacturer, if found damaged, in transit or are not in accordance with the prescribed specifications.
- 6) Markfed will have the right to issue the supply order in phases to one or more tenderer whose tenders are accepted.
- 7) The supplies shall be made within 30 days from the date of issue of order. Late delivery charges shall be taken @ 1% per week in case of late supplies subject to maximum period of thirty days. After the expiry of the extended period, if supplies are not made, the same shall be purchased at the risk and cost the tenderer.
- 8) If the manufacturer fails to supply the material as per schedule Markfed reserve the right to make purchases at the risk and cost of the manufacturer, and loss sustained by Markfed shall be made good from the tenderer from the balance dues security /sale /balance stocks, if any or by any other means.
- 9) All the corrections and alternations in the tender should be signed by the authorized representative of the tenderer.
- 10) The authorized representative who signs tender form must furnish with the tender itself one copy of the authority letter of the company for and on whose behalf he has signed the tender form.
- 11) All the tender form must be uploaded with the following documents:-
 - a. Scan copy of report of test or analysis of the product by an approved NABL accredited or government approved laboratory. Also, the test reports shall not be prior to January 2026.
 - b. Scan copy of the permission from Punjab Agriculture Department
 - c. Scan copy of the industrial/manufacturing license.
 - d. Scan copy of valid authorization from Pollution Control Board for hazardous waste Management.
 - e. Scan copy of proof of the set up of the tenderer, whether company, firm or any other statutory body.
 - f. The balance sheet of last financial year duly attested by C.A should be submitted online
 - g. Affidavit as per specimen enclosed should uploaded and original submitted on the date before the opening of tender.

- 12) In case the tenderer sells the product to anyone else at a rate lower than the rate settled with Markfed, then Markfed shall make payment to the tenderer at the same lower rate irrespective of the rate settled with Markfed whatever the considerations may be of the tender for such lower rate.
- 13) The Managing Director, Markfed reserve the right to accept or reject any or all tenders without assigning any reason.
- 14) The above terms will form part of agreement on acceptance of the same by Markfed.
- 15) The offers shall remain valid for a period of 30 days from the date of opening of tenders.
- 16) Any dispute or difference in respect of the interpretation or effect or application of any or the terms and conditions of the contract or of amount recoverable from the manufacturer, shall be referable for arbitration to the M.D. Markfed or his nominee whose decision shall be final and binding on both the parties. Such arbitration proceedings shall be held within the jurisdiction of Chandigarh Courts only.
- 17) The manufacturer will have to furnish an affidavit on stamp paper of Rs.5/- duly attested from Notary Public or Magistrate as per Performa attached. The scan copy of affidavit would be uploaded on website and the original would be submitted in the office of CMI Markfed.
- 18) The tenderer shall offer minimum quantity of 100 MT of Zinc Sulphate 21% & 33 % each. The tender submitted for less quantity shall be rejected out rightly.
- 19) The tenderer must have a minimum turnover of Rs.1 crore (One crore) per annum and shall attach copy of the balance sheet of last financial year, duly attested by the Chartered Accountant.
Further, relaxation in respect of prior turnover criteria shall be granted to Micro, Small & Medium Enterprises (MSMEs) and startups located in Punjab that are direct manufacturers of the goods subject to submission of a valid Udyam Registration Certificate, duly verified by the General Manager, District Industry center of the concerned district, confirming the units locations within Punjab and its MSME status or registered start ups with Department of Industries and commerce, Govt of Punjab and any further Government instructions/directions shall be applicable regarding above.
- 20) The tender of the party shall be rejected in case the party has been declared black listed by the Government of Punjab/Central Govt. or any of their agencies. The tenderer is required to submit a declaration regarding non-blacklisting with the Technical Bid.
- 21) Markfed can withdraw from the agreement by giving 30 days notice. If manufacturer withdraws from the agreement, then EMD/Security would be forfeited.
- 22) The manufacturer would have to collect the demand from PACS on his own and then inform Markfed who will allow them to dispatch the stocks by issuing supply order.
- 23) The supplies would be controlled by Markfed and Markfed will inspect the stocks prior to its despatch.

- 24) MD Markfed reserves the right to allot tenders to one/ all bidders at L-1 rates. Further the quantities can be allotted to the qualified bidders based on demand of the products & some districts or entire state can be allotted for particular product to any of the qualified bidder. L-2, L-3, L-4 and so on shall be considered in case requirement of the tender quantity is not fulfilled by the L-1 bidder and shall be on pro-rata basis in case the next bidders are willing to match the L-1 rates so as to meet the requirements.
- 25) The Bidder must possess Manufacturing License as well as License to sell the fertilizers issued by Department of Agriculture, Punjab for the products for which bid has to be submitted. The above copies to be submitted with Technical Bid.
- 26) The Bidder should maintain all the specified equipment in perfect working condition for which a declaration has to be given by the Manufacturer. A team of the Markfed officials will visit the manufacturer to verify about the same.
- 27) The Bidder must maintain an In-house Lab to ensure that only authorized grades of fertilizers are manufactured & that must be accompanied by such Lab report with a copy thereof to Markfed. However, Markfed can draw optimum number of samples at its own level from each manufacturer periodically prior to dispatch of stocks and send it to notified fertilizer quality control laboratory for ensuring quality standards. The random samples will be collected from the societies also to double check the quality specifications.
- 28) The bags supplied by the manufacturer should be packed and marked. The batch number must be printed on the bags of fertilizers, the month and year of manufacturer must be printed thereon along with its details being manufacturer. The bags should not bear any statement which is false or misleading in any material particulars. A separate declaration to this effect be submitted by the manufacturer. Security given by the manufacturer will be forfeited besides terminating the contract with such manufacturer treating the same as Fundamental Breach of the contract.
- 29) The size of the batch must be defined by a particular quantity and if it is lot wise, then the quantity of each lot must be prescribed.
- 30) **The period of supplies would be till 28.02.2027.**
- 31) In case of failure of sample so drawn from the manufacturer or society, the Liquidated damages will be imposed on the manufacturer besides debarring or blacklisting it along with forfeiting security.
- 32) The successful bidder will have to submit 5 % performance security in shape of DD/RTGS/Bank Guarantee valid upto 30.06.2027 to Markfed before issuance of purchase order.
- 33) All the provisions of the Punjab Transparency in Public Procurement Act, 2019 and the amendments made vide the Punjab Transparency in Public Procurement (Amendment) Rules, 2025 shall be applicable.

Signature of the authorized
Representative of the Company