

Sub: Tender Document for incineration of Hazardous Waste-Vetting thereof.

**TENDER DOCUMENT
FOR
INCINERATION OF HAZARDOUS WASTE**

TENDER Reference Number: MACM/M(P&QC)/2026-27

TENDER Issuing Date: 24.06.2026

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/M(P&QC)/2026-27

Tender Date: 24.06.2026

The Punjab State Cooperative Supply and Marketing Federation Limited invites electronic Bid (e-Bids) for incineration of Hazardous Waste.

CRITICAL DATE SHEET	
Date of Publishing the NIB	24.06.2026
Bid Submission Start Date & Time	24.06.2026, 09:00 AM
Bid Submission End Date & Time	15.07.2026, 10:00 AM
Technical Bid Opening Date & Time	15.07.2026, 12:00 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, 99883-63008
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 the EMD payment page. The bidder shall read the instructions before proceeding to pay the EMD online payment after availing the exemptions, if any. terms and conditions page. After entering and saving the EMD details form, the "Bid document preparation and submission" window shall appear, upon which the bidder shall 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) An e-Bid shall remain valid for 90 (Ninety) days from the Bid submission due date/end date as prescribed by MARKFED. Any e-Bid valid for a shorter period shall be rejected as non-responsive.
- b) In exceptional circumstances, MARKFED may request the Bidder’s consent to extend the period of e-Bid validity. Such request and response shall be in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request shall not be required or permitted to modify its e-Bid.
- c) MARKFED shall make its best efforts to evaluate the Bids and award the contract within the original validity period. If MARKFED wishes to extend the validity of proposals, Bidders who do not agree shall not be obligated to extend their Bid, and MARKFED reserves the right not to consider such Bids further.
- d) The validity of Bids may be extended beyond the original period only by mutual consent of the respective Bidders and MARKFED.

2.2.12 Withdrawal of e-Bid during the pendency of validity of e-Bid.

If a Bidder withdraws or revokes its e-Bid during the validity period specified in **Clause 2.2.11(a)**, such Bidder shall be treated as non-compliant. MARKFED reserves the right to forfeit the e-Bid security and debar the Bidder from participation in any future tender of MARKFED for a period of one (01) year, commencing from the date of withdrawal.

In case a Bidder belongs to Micro and Small Enterprises (MSEs) or Startups and has availed exemption from EMD under **Clause 2.3.3**, if such MSE or Startup withdraws or revokes its e-Bid during the validity period specified in **Clause 2.2.11(a)**, MARKFED shall suspend/debar the MSE or Startup from participation in any future tender of MARKFED for a period of one (01) year, commencing from the date of withdrawal of the e-Bid.

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 e-Tendering Website <https://eproc.punjab.gov.in>.

2.3.2 Earnest Money Deposit (EMD)

- a) The Bidder shall pay, as part of its Bid, an Earnest Money Deposit (EMD) as mentioned below:

S. No.	Brief Description of Works	Earnest Money Deposit (Rs.)
1	Incineration of Hazardous Waste	10000

The currency of the EMD shall be Indian Rupees (INR) only.

- b) The EMD is payable by online transfer through Internet Baking/NEFT/RTGS options available on the e-Tendering Website <https://eproc.punjab.gov.in>.
- c) Bids received without the EMD shall be rejected out rightly 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.

2.3.3 Exemption from Earnest Money Deposit (EMD):

Micro and Small Enterprises (MSEs) and Startups located within the State of Punjab are exempted from submission of Earnest Money Deposit (EMD), provided that such MSEs or Startups are direct service providers for the subject tender and are not engaged solely in trading activities. The benefit of exemption shall be applicable only when the MSE or Startup participates directly in the bidding process.

This exemption shall not be applicable to compliance with the prescribed technical and financial eligibility criteria, which shall remain uniform, mandatory, and applicable to all bidders without exception.

The exemption from EMD shall be granted only upon submission of valid documentary proof, as detailed below:

- MSEs shall submit a valid Udyam Registration Certificate, duly verified by the General Manager, District Industries Centre (DIC) of the concerned district, clearly confirming the location of the unit within the State of Punjab and its MSE status.
- Startups shall be registered with the Department of Industries and Commerce, Government of Punjab, and shall submit valid documentary proof thereof.
- In addition to the above documents, such MSEs and Startups shall mandatorily submit a Bid Security Declaration, duly signed, undertaking that in the event of withdrawal or modification of the bid during the period of bid validity, they shall be liable to suspension/debarment for the period specified in the tender documents, in lieu of forfeiture of EMD.

In case of exemption from EMD, the scanned copies of the document(s) in support of exemption along with the Bid Security Declaration shall be uploaded on the e-Procurement Portal at the time of bid submission, as per the instructions contained in the Bidders Manual Kit available on the e-Procurement Portal website.

Failure to submit the requisite documents in support of exemption and the Bid Security Declaration shall render the bid liable for rejection.

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 (**Annexure 5.1**)
- b) Copy of sanction/permission of incineration from the competent authority
- c) Copy of sanction for transportation of hazardous waste from competent authority
- d) An undertaking on party's letterhead by the authorized signatory/ies to the effect that We shall undertake to submit an affidavit duly attested by Notary regarding safe disposal of hazardous waste
- e) An undertaking on party's letterhead that in case of award of tender, operator is to furnish sanction from all the concerned Pollution Control Board's for safe transportation of hazardous waste.
- f) Operator shall comply with provisions of Environmental (protection) Act, 1986. Copy of the certified provision to be enclosed.
- g) Valid consent to operate by concerned Pollution Control Board.
- h) Furnish a certificate that he will be responsible to abide by enactment while disposing the hazardous waste as per guidelines issued by Central Insecticides Board in safe environmental manner.
- i) Form 10 (Manifest for Hazardous and other waste) have to be furnished by the incinerator.
- j) Proof of deposit of EMD shall be submitted by the bidder. However, bidders claiming exemption from EMD under Clause 2.3.3 shall submit the documents prescribed therein, in lieu of proof of EMD.
- k) 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. (**Annexure 5.3**)
- l) Resolution in favour of the authorized signatory for participation in the Tender process
- m) Copy of Partnership Deed/Copy of Registration Certificate or Copy of Memorandum of Article of Association (as the case may be)
- n) Copy of PAN Card
- o) Copy of GST
- p) Certificate from a Chartered Accountant certifying the turnover from incineration activities and confirming that the bidder is filing annual Income Tax Returns. However, MSMEs and Start-ups located in Punjab, being direct service providers of the services or works being procured, shall be exempted from furnishing the Chartered Accountant's certificate regarding turnover from incineration activities, subject to submission of a valid Udyam Registration Certificate duly verified by the General Manager, District Industries Centre of the concerned district, confirming the location of the unit within Punjab and its MSME/Start-up status. The requirement of furnishing a certificate from a Chartered Accountant confirming that the bidder is filing annual Income Tax Returns shall, however, continue to apply, wherever applicable.
- q) Relevant documents evidencing work experience in incineration activities carried out for other firms during the last one year, indicating particulars such as quantity incinerated and name of the firm/client. In case the bidder holds a fresh licence and has no such experience, the bidder shall furnish an affidavit to that effect. However, MSMEs and Start-ups located in Punjab, being direct service providers of the services or works being procured, shall be exempted from furnishing the aforesaid

work-experience documents, subject to submission of a valid Udyam Registration Certificate duly verified by the General Manager, District Industries Centre of the concerned district, confirming the location of the unit within Punjab and its MSME/Start-up status.

- r) 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 (**Annexure 5.5**)

2.6 Opening of Bids

- a) Bid Opening shall take place on the 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.
5. MARKFED reserve the right to verify the technical capability, authorizations, and operational adequacy of the bidder for hazardous waste incineration, including verification from regulatory authorities or inspection of facilities, if deemed necessary.

2.10 Financial Evaluation & Award Criteria

1. The rate offered by the Bidder should be in Indian Rupees and inclusive of all taxes, duties, levies, octroi, transportation, labour charges, 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.

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 the selected bidder(s), the Work Order, along with the detailed terms and conditions, shall be issued to the L-1 bidder towards award of the contract, within the validity period of the bid.

The duplicate copy of the Work Order shall be signed and stamped on each page by the successful bidder as a token of acceptance and returned to MARKFED within two (02) days of receipt of the Work Order.

The Work Order duly signed and stamped by the successful bidder, as a token of acceptance, shall constitute a binding contract between MARKFED and the successful bidder. No separate agreement or contract document shall be executed between the parties.

3.1 Security Deposit (SD)

The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted towards the Security Deposit (SD). However, in case the successful bidder belongs to Micro and Small Enterprises (MSEs) or Startups and has availed exemption from EMD under **Clause 2.3.3**, such bidder shall be required to deposit Security Deposit (SD) equivalent to 5% of the contract value within eight (08) days from the date of notification of award of contract.

Failure to deposit the Security Deposit within the stipulated period shall result in automatic cancellation of the award of contract, and such MSE or Startup shall be suspended / debarred from participation in any future tender of MARKFED for a period of one (01) year, commencing from the date of cancellation of the contract.

The Security Deposit shall be refunded after satisfactory execution of the order and after submission of certificate regarding incineration of lifted material, within two months from the last date of lifting., without payment of any interest.

Earnest Money Deposit / Security Deposit of a bidder already lying with MARKFED in respect of any other contract shall not be adjusted or carried forward against the EMD / Security Deposit for this tender.

3.2 Contract Period

The contract shall remain valid for a period of Two (02) month from the date of issuance of the Work Order. However, the contract may be extended for a further period not exceeding one (01) month from the date of expiry of the original contract period, on the same rates, terms, and conditions, with mutual consent of both 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/ work 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.	Detail of Hazardous Waste	Likely Quantity
1	Solid/ Powder in Kg	80500
2	Liquid in Ltr	60000

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

4.2 Payment related terms and timelines

The Successful Bidder (hereinafter referred to as the “Contractor”) shall submit the invoice(s) along with an documents certifying that the hazardous waste lifted has been safely incinerated in accordance with the norms and guidelines prescribed by the Pollution Control Board.

Based on the invoice(s) duly submitted and found in order, 90% of the invoice value (excluding GST) shall be released within fifteen (15) working days from the date of satisfactory execution of the work. The balance 10% of the invoice value shall be released after fifteen (15) days of reconciliation of accounts.

All applicable Government taxes, duties, and levies shall be deducted at source, as applicable. MARKFED reserves the right to release the GST component only after successful matching of the invoices in the GSTN system. The Contractor shall ensure accurate and timely reporting of invoices in the GST returns for the relevant tax period and shall ensure that all invoices are fully compliant with the provisions of GST laws, including mandatory particulars required to enable MARKFED to claim Input Tax Credit (ITC).

Payments shall be released only to the GST-linked bank account of the Contractor.

MARKFED reserves the right to recover any amount of tax, interest, penalty, or litigation cost incurred or accrued due to incorrect GST reporting, non-compliance, or default attributable to the Contractor, from the Security Deposit or any other amount payable to the Contractor.

4.3 Applicable law and its jurisdictions

- a. The contract shall be governed and construed in accordance with the laws of India, and shall be subject to the exclusive jurisdiction of the competent Courts at Chandigarh only.
- b. In the event the Bidder/Contractor is found to be involved in any misconduct, or violates, withdraws from, or resiles from any of the terms and conditions of the tender document or the Work Order, MARKFED shall be entitled to blacklist/debar the Bidder/ Contractor, after following due process, in accordance with the provisions of the Punjab Transparency in Public Procurement Act, 2019 and the Rules framed there under (as amended from time to time), in addition to any other action permissible under law and under the terms of the tender document/Work Order, including forfeiture of EMD and Security Deposit, as applicable.
- c. The Contractor shall strictly comply with the provisions of the Environment (Protection) Act, 1986, the Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016, and all applicable guidelines, directions, consents, and authorizations issued by the Central Pollution Control Board (CPCB) and the concerned State Pollution Control Board(s).

4.4 Lifting

The Contractor shall lift and dispose of the hazardous waste within the contract period from the date of allotment of work. In case of failure to lift and safely incinerate the hazardous waste within the stipulated contract period action as per **clause 4.5** will be initiated.

- The hazardous waste shall be lifted by the Contractor from the premises of MARKFED Agro Chemicals.
- The material shall be lifted on an “as is where is” basis; however, the cost of drums/containers, if any, shall be borne by the Contractor at the prevailing rates of MARKFED.

- All transportation charges for lifting and disposal of hazardous waste shall be borne by the Contractor.
- The Contractor shall arrange and maintain adequate insurance coverage for the hazardous waste from the time of issuance of the lifting/release order until its final disposal. The insurance shall cover all risks, including but not limited to loss, damage, spillage, environmental harm, and third-party liability. MARKFED shall not be responsible for any loss, damage, or liability arising after the issuance of the release order.
- The risk and responsibility associated with the hazardous waste shall pass to the Contractor upon issuance of the lifting/release order by MARKFED. Thereafter, the Contractor shall be solely responsible for the handling, transportation, storage, treatment, disposal, and compliance with all applicable laws, rules, regulations, and liabilities relating to such hazardous waste.
- The Contractor shall ensure the safe incineration, treatment, and disposal of the hazardous waste in accordance with all applicable laws, regulations, and directions issued by the competent authorities. The Contractor shall furnish documentary evidence of such disposal, including but not limited to manifests, disposal certificates, incineration certificates, and confirmations issued by authorized treatment, storage, disposal, or incineration facilities.

The aforesaid documents shall be submitted to MARKFED before the release of the final payment under the Contract and shall serve as proof of compliance for record, audit, regulatory, and verification purposes. Submission of such documents shall be a condition precedent to the release of the final payment, without prejudice to any other rights or remedies available to MARKFED under the Contract or applicable law.

The Contractor shall perform its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices. The Contractor shall comply with all applicable laws, statutes, rules, regulations, guidelines, and directions of competent authorities, including those relating to Information Technology and the Central and State Pollution Control Boards, as applicable, and shall strictly conform to the standards, specifications, and requirements laid down in this Tender Document.

4.5 Forfeiture of Security Deposit

The Security Deposit submitted by the Successful Bidder (hereinafter referred to as the “Contractor”) or the Contractor shall be liable to forfeiture under the following circumstances, in addition to any punitive action taken in accordance with the provisions of the Punjab Transparency in Public Procurement Act, 2019 and the Rules framed there under (as amended from time to time):

- If the Contractor violates any of the terms and conditions of this Tender Document and/or Work Order.
- If the Contractor indulges in any act or omission prejudicial to the interests of MARKFED.
- If he fails to submit certificate within stipulated time as per **clause 3.2**.

4.5.1 Confidentiality

1. Confidential Information shall mean and include any and all confidential or proprietary information, whether written, oral, electronic, or in any other form or medium, disclosed by MARKFED to the Successful Bidder (hereinafter referred to as the “Contractor”) or by the Contractor to MARKFED, including but not limited to information relating to services, processes, plans, technical data, financial information, personnel details, and any other information which, by its nature or circumstances of disclosure, ought reasonably to be treated as confidential, whether or not expressly marked as confidential.
2. The Contractor shall ensure that, during execution of the Work Order / Contract, all information and data exchanged between the parties is kept strictly confidential.
3. Except with the prior written consent of MARKFED, the Contractor or its employees, agents, or representatives shall not, at any time during or after the execution of the Contract, disclose, communicate, or make available to any person or entity any Confidential Information acquired in the course of execution of the Contract, including the terms and conditions of the Contract.
4. The Contractor shall take all necessary and appropriate measures with respect to its personnel to ensure full compliance with the obligations of non-use and non-disclosure of Confidential Information. In the event of any breach or failure to comply with these obligations, MARKFED, without prejudice to any other rights or remedies available under law or under the Contract, shall be entitled to (i) forfeit / encash the Security Deposit; (ii) terminate the Contract/Work Order; and (iii) initiate appropriate legal proceedings against the Contractor.

4.5.2 Fraud and corrupt/malpractices

1. All Bidders/Contractors shall observe the highest standards of ethics during the Tender Process as well as throughout the Contract period.
2. For the purpose of this clause, the following terms shall have the meanings assigned to them hereunder:
 - a. “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of MARKFED or its officials/personnel in the tendering process or during execution of the Contract.
 - b. “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence the tender process or the execution of the Contract and includes collusive practices among bidders, either prior to or after bid submission, designed to establish bid prices at artificial, non-competitive levels and to deprive MARKFED of the benefits of free and open competition.
 - c. “Unfair Trade Practice” means the supply or provision of services other than those ordered, or any unauthorized change in the scope of work.
 - d. “Coercive Practice” means harming or threatening to harm, directly or indirectly, any person or property in order to influence participation in the tender process or the execution of the Contract.
3. MARKFED shall reject the bid of a bidder, if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, coercive, or unfair trade practices during the tender process.
4. MARKFED shall, after following due process, blacklist/debar a Bidder or Contractor for a specified period, if such Bidder or Contractor is found to have engaged in corrupt, fraudulent, coercive, or unfair trade practices, whether during the bidding stage or at any time during execution of the Contract, in accordance with applicable laws, rules, and tender conditions.

4.5.3 No Employee-Employer Relationship

1. The personnel engaged or deployed by the Successful Bidder (hereinafter referred to as the “Contractor”) shall not be deemed to be employees of MARKFED, and no employer–employee, master–servant, or principal–agent relationship shall be deemed to exist between MARKFED and such personnel.
2. The Contractor shall be solely responsible for all accident, medical, health, insurance, compensation, or statutory liabilities in respect of the personnel deployed by it for execution of the Contract. MARKFED shall have no liability whatsoever in this regard. The Contractor shall also be solely responsible for the redressal of grievances and resolution of disputes relating to the personnel engaged or deployed by it.
3. The personnel engaged or deployed by the Contractor shall not claim or assert any employer–employee or master–servant relationship with MARKFED, at any time.
4. Upon termination, expiry, or completion of the Contract / Work Order, or otherwise, the personnel engaged or deployed by the Contractor shall not be entitled to, nor shall they claim, any absorption, regularization, or appointment in the regular or any other services of MARKFED.

4.6 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

4.7 Suspension of Contract

If the Contractor fails to lift the stock in accordance with the terms of this Tender/Work Order within the stipulated contract period of two (02) months, or within any extension granted under **Clause 3.2**, without any valid reason acceptable to MARKFED, MARKFED shall be entitled to terminate the Contract/Work Order by giving fourteen (14) days' prior notice. The decision of MARKFED regarding such termination shall be final and binding.

Upon such termination, MARKFED shall be entitled to forfeit the Earnest Money Deposit (EMD) and/or Security Deposit, as applicable, and shall further be at liberty to have the work executed through any other agency at the risk and cost of the Contractor and recover from the Contractor all additional costs, compensation, losses, and damages incurred thereby.

MARKFED shall also be entitled to initiate appropriate punitive action, including blacklisting/debarment of the Contractor, in accordance with the provisions of the applicable procurement laws, rules, and policies, in addition to any other rights, remedies, or recourse available under the Contract or applicable law.

4.8 Dispute Resolution Mechanism

Prior to invoking the arbitration clause, the Successful Bidder (hereinafter referred to as the “Contractor”) shall, in the first instance, submit any dispute or grievance arising out of or relating to the Contract / Work Order by way of a written request within seven (07) days to the Steering Committee.

The Steering Committee, headed by the Additional Managing Director (concerned) and comprising the Functional Head (Agro Chemicals), Deputy Chief Accounts Officer (Agro Chemicals), and Law Officer, shall examine the request and dispose of the same within fifteen (15) days from the date of receipt thereof.

In case the Contractor is dissatisfied with the decision of the Steering Committee, the Contractor may prefer an appeal to the Managing Director, MARKFED, who shall act as the Appellate Authority. The Appellate Authority shall decide the appeal within fifteen (15) days from the date of receipt of such appeal. The decision of the Appellate Authority shall be final at the departmental level and shall be binding on the parties for the purposes of the internal dispute resolution mechanism. However, any party aggrieved by such decision shall be entitled to invoke arbitration in accordance with **Clause 4.9** of this Tender/Contract, subject to the terms and conditions stipulated therein.

4.9 Arbitration

1. The Arbitration shall be conducted by a Sole Arbitration 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.
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 duly waiving the applicability of sub-section (5) of Section 12 of the Arbitration and 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.
3. The language of arbitration shall be English.
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 recoverable from any other sum due to such party under this or any other contract.
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.
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.
7. The laws of India shall apply to arbitration proceedings and also to the court proceedings.
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.

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 ‘Incinerate 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

MARKFED AGRO CHEMICALS, S.A.S. NAGAR (MOHALI), PUNJAB			
Tender No.:- MACM/M(P&QC)/2026-27			
Technical Bid			
Name of the Firm			
Item for which Tender has been applied			
S.No	Particulars	Options (Attached, Not Attached, not applicable)	Mention Page No.
1	Bid Submission Certificate		
2	copy of sanction/permission of incineration from the competent authority		
3	copy of sanction for transportation of hazardous waste from competent authority		
4	An undertaking on party's letterhead by the authorized signatory/ies to the effect that they shall undertake to submit an affidavit duly attested by notary regarding safe disposal of hazardous waste.		
5	An undertaking that in case of award of tender, operator is to furnish sanction from all the concerned Pollution Control Boards' for safe transportation of hazardous waste.		
6	Operator shall comply with provisions of Environmental (protection) Act, 1986. Copy of certified provision to be enclosed.		
7	Valid Consent to operate by concerned Pollution Control Board.		
8	Furnish a certificate that he will be responsible to abide by enactment while disposing the hazardous waste as per guidelines issued by Central Insecticides Board in safe environmental manner.		
9	Form 10 (Manifest for Hazardous and other waste) have to be furnished by the incinerator.		
10	Proof of deposit of Earnest Money Deposit (EMD). (MSEs and Startups claiming exemption from EMD shall submit valid documentary proof of eligibility and a duly signed Bid Security Declaration, as specified in Clause 2.3.3 of the tender document.)		
11	Certificate regarding Non-Blacklisting (Annexure 5.3)		
12	Resolution in favour of authorized signatory for participation in Tender		
13	Copy of Partnership Deed/Copy of Registration Certificate or Copy of Memorandum of Article of Association (as the case may be)		
14	Copy of PAN Card		
15	Copy of GST/ VAT/ST/CST and Central Excise No. copy of Certificate of concerned Department		
16	Certificate from a Chartered Accountant certifying turnover from incineration activities and confirming that the bidder is filing annual Income Tax Returns. (MSMEs and Start-ups fulfilling the conditions specified in Clause 2.5(p) and claiming exemption from furnishing the certificate regarding turnover from incineration activities shall submit a certificate from a Chartered Accountant confirming that the bidder is filing annual Income Tax Returns, wherever applicable.)		
17	Relevant documents evidencing work experience in incineration activities carried out for other firms during the last one year, indicating particulars such as quantity incinerated and name of the firm/client. In case the bidder holds a fresh license and has no such experience, an affidavit		

	to that effect shall be furnished. (MSMEs and Start-ups fulfilling the conditions specified in Clause 2.5(q) and claiming exemption from furnishing the aforesaid work-experience documents shall submit a valid Udyam Registration Certificate duly verified in accordance with Clause 2.5(q).)		
18	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.		

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

[To be submitted on Bidders Company Letterhead]

Date:

To:

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 (INCINERATION OF HAZARDOUS WASTE)

Tender Inviting Authority:		MARKFED AGRO CHEMICALS, MOHALI		
Name of Work:				
Contract No MACM/M(P&QC)/2026-27				
Name of the Bidder				
PRICE SCHEDULE				
NUM BER #	TEXT #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Units	RATE per Unit inclusive of all taxes, duties, levies, octroi, transportation, packing and forwarding charges etc. (Excluding GST) Rs. P	RATE per Unit inclusive of all taxes, duties, levies, octroi, transportation, packing and forwarding charges etc. (Excluding GST) In Words
1	2	3	4	5
1.01	Liquid Hazardous waste Rate/ltr Ex-Markfed Agro Chemicals, Mohali	LTR		INR Zero Only
1.02	Solid/Powder Hazardous waste Rate/kg Ex-Markfed Agro Chemicals, Mohali	KG		INR Zero Only
Total in Figures		0.00		INR Zero Only
Quoted Rate in Words		INR Zero Only		

-xxx-

Annexure 5.5
Annexure-A: Self Declaration for acceptance of terms and conditions.
[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: Acceptance of tender terms and conditions.
(Tender Ref No.: _____ Dated: _____)

Dear Sir,

We are pleased to submit our technical bid for proposal for '*Incinerate 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 I acknowledge by submitting our proposal, acceptance of all terms and conditions and are bound by the terms and conditions outlined in the Tender and agree to comply with the requirements and obligations specified therein.
2. That all documents and Information furnished are correct in all respects to the best of my knowledge and belief.
3. That I have not suppressed or omitted any information as desired in 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