

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

TENDER FORM

Date and time of receipt of tender on 11.09.26 till 11 A.M.
Date and time opening of E-tender (Technical Bid 11.09.26 at 2:00 P.M.)
(Financial Bid To be notified later on)

Tender Fee:- (Non-refundable/Non-transferable) Price Rs 2500/- Plus 18% GST only.

From :-

M/s _____

To,

The Managing Director,
Markfed, Plot No-4,
Sector 35-B, Chandigarh.

Sub:- Financial Bid for the purchase of unserviceable stock articles i.e Polythene covers, Polythene sheets, Fumigation covers, Mesh nets and other miscellaneous unserviceable scrap items.

Dear Sir,

Reference your E-tender notice which appeared in the press on for the sale of unserviceable stock articles i.e Polythene Covers, Polythene Sheets, Fumigation Covers, Mesh Nets and other miscellaneous unserviceable scrap items.

I/We hereby offer to purchase from **THE PUNJAB STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED, CHANDIGARH** (hereafter called "**MARKFED**") the unserviceable Polythene covers, Polythene sheets, Fumigation covers, Mesh nets and other miscellaneous unserviceable scrap items as per terms and conditions of the tender (**copy enclosed duly signed**) and agree to abide by such conditions.

I/We hereby offer rates for the purchase of unserviceable Polythene Covers, Polythene Sheets, Fumigation Covers, Mesh Nets and other miscellaneous unserviceable scrap items on "**AS IS WHERE IS BASIS**" lying in the different branches of Markfed in the State of Punjab as per **Annexure "A" and "B"**. The rates quoted above are exclusive of all taxes/levies/GST/TCS, which shall be paid extra as applicable.

- 1) We shall arrange my/our own transport and labour for transporting the stocks.
- 2) The rates quoted in **Annexure "A" and "B"** are valid for a period of 30 days from the date of opening of tender extendable for another 15 days.
- 3) Acceptance of the offer by the Markfed or by an officer authorized by the Markfed shall constitute valid/legal contract between me/us and Markfed.

W 83 a

- 4) The earnest money will be deposited through RTGS/NEFT/Net Banking mode.
- 5) I/We agree to deposit **earnest money of Rs 2,00,000/- (Two Lacs)** at the time of uploading the tender. I/We further agree that in case we fail to lift the material within the stipulated period (as given in the sale order) or fail to fulfill any terms and conditions of this contract, our security as whole be forfeited by Markfed for which I/we shall have no objection, whatsoever, in addition to the right of Markfed to make risk & cost sale of the tendered stocks.
- 6) I/We also agree to pay liquidated damages to Markfed on account of non-fulfillment of the terms and conditions of the contract.
- 7) I/We understand that the minimum weight per unserviceable stock article item and their reserve price per kg be:-
- a) **Polythene Cover:- 45 Kg (Rs 71.38/-)**
 - b) **Polythene Sheet:- 20 Kg (Rs 60.45/-)**
 - c) **Fumigation Cover:- 20 Kg (Rs 90.85/-)**
 - d) **Mesh Net:- 3.400 Kg (Rs 5.74/-)**
- 8) I/We understand that there will be no reserve price for any other items except as mentioned at Sr. No. 7.
- 9) I/We also furnish duly attested valid EPR certification, pollution control clearances for participation in said tender.
- 10) I/We have signed the enclosed terms & conditions as acceptance of the same.

Thanking You,

Yours Faithfully,

Signature of the Tenderer

Name of the Party:-

Complete Address:-

Mobile no. & E-mail Id:-

Dated:-

TERMS AND CONDITIONS FOR THE SALE OF UNSERVICEABLE STOCK ARTICLES FOR
TENDER TO BE OPENED ON

1. The tender shall be opened on the date and time given in the tender notice in the presence of tenderers whosoever may wish to be present.
2. The stock can be inspected by the prospective tenderers during working hours on any working day at the godowns from where the delivery of the consignment will be given.
3. The Punjab State Cooperative Supply and Marketing Federation Limited, Chandigarh (Markfed) does not guarantee delivery of any definite quantity or quality of stock to the successful tenderers.
4. The tenderers can quote for any or all of the articles separately article wise/district wise. The tenderer is to quote for the total quantity of the available stocks in a particular district. Bids in which rates have not been quoted for total quantity of any article in a district are liable to be rejected.
5. All tenders shall be irrevocable and remain open for acceptance for a period of one month extendable for another fifteen days from the date of opening of tender(s). The Managing Director, Markfed will have the discretion to extend the date of receipt and opening of tender.
6. GST or any other taxes/levies as applicable shall be extra and borne by the buyer(s). TCS as applicable shall be collected from the buyer.
7. Conditional offers will not be accepted.
8. The acceptance of offer by Markfed as per terms and conditions shall become/constitute legal contract between seller and buyer(s) and no separate execution deed would be necessary thereafter.
9. The e-tender must be accomplished with an earnest money of Rs 2,00,000/- (Two Lacs) by way of through RTGS/NEFT/NetBanking mode. Successful tenderers will deposit security amount equivalent to 10% of the total cost of ordered quantity within seven days after acceptance of offer. EMD amount shall be adjusted against security. Security shall be refunded on the receipt of No Dues Certificate (NDC) from concerned District. No interest will be paid on security amount.
10. The material will be sold on **"AS IS WHERE IS BASIS"** and the party in whose favour sale order is issued will be required to lift the entire lot of district without any pick and choose.
11. Before lifting of stocks from each branch of the district, the buyer shall deposit full value of the stocks lying at the respective branch to the district office in advance through bank draft or RTGS/NEFT. On receipt of payment, District Office will issue release order within 24 hours to the buyer to lift the stock from the concerned branch in the presence of Head office representative, if deputed so. The security deposited will be forfeited as whole by Markfed in case, the buyer fails to deposit the entire sale amount within 45 days.
12. It will be responsibility of the buyer to arrange for lifting of entire stocks from all the branches in district within maximum 60 days from the issuance of approval from Head Office, Chandigarh at their own cost. The buyer shall also make his own arrangement for transportation of the stock at his own risk and cost.

4 17 83

13. If the stock sold is not removed within the time specified or delivery is not taken within the scheduled time then clause no. 14 shall be applicable. However in case the delay is on the part of Markfed, then the decision of MD Markfed in that regard shall be final and binding.
14. For every week or part thereof for the delay in lifting of material after the deposit of full amount and issue of release order, penalty @ 5% per week of the cost of material unlifted upto 4 weeks. Markfed reserves the right to cancel the order in whole or part and resell the goods at the risk and cost of the successful tenderers.
15. The actual quantity of the stock may decrease but not exceed the tendered quantity and the buyer will have to lift the stock available as per record at particular branch on his own cost and without any objection. Markfed does not guarantee any definite volume of business.
16. The Managing Director, Markfed reserves the right to cancel the whole tender any time and the buyer shall not have any objection to such cancellation.
17. Any change in the constitution of the firm shall not absolve any partner of the firm from the liability unless it is agreed to by Markfed, in writing.
18. Markfed may place an order on one party or may distribute it amongst more parties as it may deemed fit.
19. In case the buyer desires to take delivery of the stocks purchased under this tender, through a representative, he must authorize the representative by a letter of authority which shall be presented to the officer in whose charge the stocks are held. Such officer may in his entire discretion decline to act on such authority and it shall be the sole responsibility of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be sole responsibility of the purchaser and no risk & claim shall lie against Markfed on any account what so ever if delivery is effected to a wrong person.
20. The stocks shall be weighed as per the arrangements made by Markfed at the cost of successful tenderers. The weighment sheets shall be prepared in triplicate and shall be signed by the tenderers or his representative and officers of Markfed. The delivery of quantity shall be accounted on the basis of 100% actual weighment on gross weight basis.
21. Delivery would be given during working hours on all working days on presentation of copy of Release order.
22. The tenderer shall not sub-let transfer or assign the award or any part thereof without the written approval of Markfed.
23. Any disputes or differences in respect of this tender shall be decided under the provision of the Indian arbitration and conciliation act, 1996 with latest amendments whose decision shall be final and binding on both the parties. All disputes shall have the jurisdiction of Chandigarh Court only. Post dispute consent shall be obtained from the tenderer in this regard.
 - 23.1 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.

aw Sz

23.2 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.

23.3 The language of arbitration shall be English.

23.4 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.

23.5 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.

23.6 The Courts at Chandigarh shall have exclusive jurisdiction over the disputes arising under the present contract agreement, to the exclusion of all other courts.

23.7 The laws of India shall apply to arbitration proceedings and also to the court proceedings.

23.8 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.

24. The tenderer shall pay to The Punjab State Co-Operative Supply & Marketing Federation Ltd., Chandigarh (Markfed) an amount 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. 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 three years. 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.

25. The tenderers shall sign each and every page of the tender form and terms & conditions in full signatures of his own. The tender form containing any overwriting or alteration will not be accepted unless these are duly signed by the person signing the tender form.

26. 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. organization/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.

27. In order to promote participation of Micro, Small and Medium Enterprises (MSME) and startups in procurement processes, a relaxation is granted in prior turnover and prior experience criteria at the pre-qualification stage only for goods, works and services to Micro, Small and Medium Enterprises (MSMEs) and startups located in the State of Punjab that are direct manufacturer of the goods or direct service providers of the service or works being procured and not to suppliers engaged solely in trading activities. Such MSMEs or Startups should be participating in the bidding process directly. This relaxation shall not apply to compliance with technical and financial evaluation criteria, which shall remain uniform and mandatory for all bidders. The relaxation shall be granted only upon 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 status. Startups shall be registered with the Department of Industries and Commerce, Government of Punjab. Notwithstanding anything contained in terms and conditions of tender of the Punjab Transparency in Public Procurement Act, 2019, the Punjab Transparency in Public Procurement Rules, as amended from time to time, and the policies/instructions issued by the Government of Punjab and Government of India thereof shall be applicable with an overriding effect.
28. Exemption from payment of Earnest Money Deposit (EMD) and Tender Document Fee shall be admissible to eligible Micro and Small Enterprises (MSEs) and Startups in accordance with the provisions of the Punjab Transparency in Public Procurement Act, 2019, the Punjab Transparency in Public Procurement Rules, as amended from time to time, and the policies/instructions issued by the Government of Punjab and Government of India. For availing such exemption, an MSE bidder shall submit a valid Udyam Registration Certificate duly verified by the General Manager, District Industries Centre (DIC) of the concerned district, certifying its status as a Micro or Small Enterprise and confirming that its manufacturing unit is located within the State of Punjab. A Startup bidder shall furnish documentary evidence of its valid recognition by the Department of Industries and Commerce, Government of Punjab.
29. The tenderer shall also furnish duly attested valid EPR certification, pollution control clearances for participation in said tender.
30. In case of any kind of dispute regarding blacklisting or any other issue which may emerge in future, Registrar Co-operative Societies or his nominee will be the Appellate Authority as per Transparency Act.

Signature of the Tenderer,

Name of the party:-

Complete Address:-

Mobile no. & Email Id:-

