

TERMS AND CONDITIONS OF TENDER FOR THE AWARD OF THE CONTRACT FOR THE SUPPLY OF SPICES UNDER BRAND NAME SOHNA.

- I. Only manufacturing units are eligible for participation in the e-tender.
- II. The tenderer can participate in the e-tender by visiting e-tendering portal site i.e. eproc.punjab.gov.in. Tenderers shall upload Technical and Financial Bid on the e-tender site. Financial bids of only those parties shall be opened, which are technically qualified. The following are the technical requirements
 - a. The supplier shall submit the earnest money deposit certificate.
 - b. The supplier shall submit the complete name alongwith the location of the firm.
 - c. The supplier shall submit the certificate of GST and PAN no.
 - d. The supplier shall submit the per day capacity of his plant along with proof of the manufacturing unit & proof showing the annual average turnover of Rs. 1Crore (one crore) (Duly attested by CA) of the plant for one of the last three years.
 - e. The supplier shall submit the certificate of Central FSSAI License no. issued by Government authorities.
 - f. The supplier shall submit General power of attorney given by the company to sign papers and documents etc. on its behalf.
 - g. The supplier shall submit the undertaking to the effect that the tenderer have no dispute with Markfed and is not black listed by any of the agency.
 - h. The supplier shall submit the signed copy of terms and conditions duly signed by the supplier on each page as a acceptance of the terms and conditions.
 - i. Minimum shelf life of product shall be of **One year**.
 - j. Successful bidder shall provide **COA (Certificate of Analysis)** of each and every consignment to Markfed.
 - k. The bidder should submit three samples of 500gm of each alongwith the test reports before the last date & time for submitting the Technical Bid at Markfed, Head Office, Chandigarh. Technical bids of the party can be disqualified, if samples are not as per specifications laid down in the tender by Markfed.
 - l. The bidder should have experience of one (1) year for supply of spices and shall attach purchase order.

III. TENTATIVE QUANTITIES FOR ONE YEAR;

Haladi Powder 500gm (**Pouch PACKING**): 35000 pouch, Haladi Powder 200gm (**Pouch PACKING**): 26000 pouch, Haladi Powder 1kg (**Pouch PACKING**): 3000 pouch Garam Masala Powder 200gm (**Pouch PACKING**): 20000 pouch, Red chilli Powder 200gm (**Pouch PACKING**): 35000 pouch, Red chilli Powder 500gm (**Pouch PACKING**): 1000 pouch, Red chilli Powder 1kg (**Pouch PACKING**): 1000 pouch, Cumin Seed (Jeera) Whole 200gm (**Pouch PACKING**): 25000 pouch, Kali Mirch whole 200gm (**Pouch PACKING**): 2700 pouch, Ajwain whole 200gm (**Pouch PACKING**): **6500 pouch**, Black Cardamom (Moti Elaichi) whole 100 gm (**Pouch PACKING**): 2600 pouch, Cinnamon (Dal Chini) whole 100 gm (**Pouch PACKING**): 2500 pouch, Dhania Whole 30 kg (**Bulk Pack**): 30MT, Haladi Whole 50 kg(**Bulk Pack**): 50 MT, Red Chilli Whole 20 kg(**Bulk Pack**): 30MT, Garam Masala Powder 1 kg (**Bulk Pack**): 500kg,

NOTE:-

- a) Markfed can purchase the Spices in pouch packing for ready to dispatch and in bulk pack for sale to Govt. institutions and for use in our plant. Therefore rates shall be quoted separately for pouch packing and bulk packing.
- b) The ordered quantity can increase or decrease as per our actual requirements for which the supplier shall have no objection.
- c) The minimum & Maximum ordered quantities shall have no limit.
- d) Spices should be free from SUDAN DYE I,II,III,IV and same will be tested as per the request of the concerned Geography/Importer.
- e) Spices should be packed in sound and leakage proof packaging.

IV. SPECIFICATIONS;

a) The product to be covered under this agreement would be SPICES and shall be supplied in different packs and size as permitted under the relevant laws and as required from time to time by Markfed. It is expressly understood between Supplier and MARKFED that any brand name belonging to Markfed such as SOHNA or any other such brand is to be used only in respect of supplies being made to Markfed and Supplier is not entitled to use these brand names in any other context, both during the pendency of this agreement and even after termination of this agreement.

b) Haldi Powder (TURMERIC POWDER) 1Kg, 500gm & 200 gm (Pouch PACKING);

b-1. INGREDIENTS OF HALDI POWDER (TURMERIC POWDER); HALDI

b-2. QUALITY PARAMETERS OF HALDI POWDER(TURMERIC POWDER);

- i. Moisture: Max. 10%.
- ii. Total Ash on dry basis: Max. 9%.
- iii. Ash insoluble in dilute HCL on dry basis: Max.1.5%.
- iv. Coloring powder expressed as curcuminoid content on dry basis: Min. 2%.
- v. Total Starch: Max. 60%.
- vi. Test for lead chromate: Negative.
- vii. Free from Sudan Dye I,II,III,IV.

b-3. MICROBIOLOGICAL PARAMETERS OF HALDI POWDER (TURMERIC POWDER);

Sr. No.	Organism	Requirements as per FSSAI
1.	Salmonella	Absent in 25gm

c) RED CHILLI POWDER 200gm (Pouch Packing);

c-1. INGREDIENTS OF RED CHILLI POWDER : Red Chilli

c-2. QUALITY PARAMETERS OF RED CHILLI POWDER:

- i. Moisture: Max. 11%.
- ii. Total Ash on dry basis: Max. 8%.
- iii. Ash insoluble in dilute HCL on dry basis: Max.1.3%.
- iv. Crude Fibre : Max. 30%.
- v. Non- volatile ether extract on dry basis : Min. 12%.
- vi. Free from Sudan Dye I,II,III,IV.

c-3. MICROBIOLOGICAL PARAMETERS OF RED CHILLI POWDER.

Sr. No.	Organism	Requirements as per FSSAI
1.	Salmonella	Absent in 25gm

d) GARAM MASALA POWDER (CURRY POWDER) 200gm (Pouch Packing);

d-1. INGREDIENTS OF GARAM MASALA POWDER (CURRY POWDER);

GARAM MASALA POWDER: Whole Dhania;760gm, Whole Kali Mirch; 45gm, Whole cumin Seed;60gm, Whole Black Elaichi;35gm, Whole Saunf;20gm, Whole Saund;20gm, Whole loong;20gm, Whole Dal Chini;20gm, Whole Nut Meg;10gm, Whole Jaivetri;5gm, Tej Patta;5gm.

d-2. QUALITY PARAMETERS OF GARAM MASALA POWDER (CURRY POWDER);

- i. Moisture: Max. 14%.
- ii. Volatile Oil: Min. 0.25% on dry basis.
- iii. Non- volatile ether extract: Min. 7.5% on dry basis
- iv. Edible common salt: Max. 5% on dry basis.
- v. Ash insoluble in dilute HCL: Max. 2% on dry basis.
- vi. Crude Fibre : Max. 15% on dry basis.
- vii. Lead: Max. 10 ppm on dry basis.
- viii. Free from Sudan Dye I,II,III,IV.

d-3. MICROBIOLOGICAL PARAMETERS OF GARAM MASALA POWDER (CURRY POWDER);

Sr. No.	Organism	Requirements as per FSSAI
1.	Salmonella	Absent in 25gm

e. Cumin Seed (Jeera) Whole 200gm (Pouch PACKING);

e-1. INGREDIENTS OF Cumin Seed (Jeera) Whole 200gm; Cumin (Jeera)

e-2. QUALITY PARAMETERS OF Cumin Seed (Jeera) Whole:

- i. Extraneous matter: Max. 0.3%,
- ii. Broken Fruits (Damaged, shriveled, immature seed): Max. 0.1%.
- iii. Moisture : Max. 10%.

- iv. Total Ash on dry basis : Max. 9.5%
- v. Ash insoluble in dilute HCL on dry basis : Max. 3%.
- vi. Non-volatile ether extract on dry basis : Min. 15%.
- vii. Volatile oil content on dry basis : Min. 1.5%.
- viii. Proportion of edible seeds other than cumin seeds : Absent.
- ix. Insect damaged matter: Max. 0.3%.

e-3. MICROBIOLOGICAL PARAMETERS OF Cumin Seed (Jeera) Whole:

Sr. No.	Organism	Requirements as per FSSAI
1.	Salmonella	Absent in 25gm

f. Kali Mirch (Black Pepper) Whole 200gm (Pouch PACKING):

f-1. INGREDIENTS OF Kali Mirch (Black Pepper) Whole 200gm: Black Pepper.

f-2. QUALITY PARAMETERS OF Kali Mirch (Black Pepper):

- i. Extraneous matter: Max. 0.3%,
- ii. Light berries: Max. 0.5%.
- iii. Pinheads or broken berries : Max. 4%.
- iv. Bulk density (gm/litre) : Max. 490 gm/litre.
- v. Moisture : Max. 10%.
- vi. Total Ash on dry basis : Max. 6%
- vii. Non-volatile ether extract on dry basis : Min. 6%.
- viii. Volatile oil content on dry basis : Min. 1ml/100gm.
- ix. Peperine content on dry basis : Min. 2%.
- x. Insect damaged matter: Max. 0.2%.
- xi. Acid insoluble in ash: Max. 1.5%.

f-3. MICROBIOLOGICAL PARAMETERS OF KALI MIRCH (Black Pepper) Whole:

Sr. No.	Organism	Requirements as per FSSAI
1.	Salmonella	Absent in 25gm

g. AJWAIN Whole 200gm (Pouch PACKING):

g-1. INGREDIENTS OF AJWAIN Whole 200gm: AJWAIN

g-2. QUALITY PARAMETERS OF AJWAIN WHOLE:

- i. Moisture : Max. 11%.

- ii. Extraneous matter: Max. 0.3%,
- iii. Shriveled/Damaged/Insect damaged/broken fruit: Max. 0.5%.
- iv. Volatile oil content on dry basis : Min. 1.5%.

g-3. MICROBIOLOGY PARAMETERS OF AJWAIN Whole:

Sr. No.	Organism	Requirements as per FSSAI
1.	Salmonella	Absent in 25gm

h. BLACK CARDAMOM(MOTI ELAICHI) Whole 100gm (Pouch PACKING):

h-1. INGREDIENTS OF BLACK CARDAMOM (MOTI ELAICHI) Whole 100gm:

BLACK CARDAMOM

h-2. QUALITY PARAMETERS OF BLACK CARDAMOM (MOTI ELAICHI) WHOLE:

- i. Extraneous matter: Max. 0.3%.
- ii. Empty and Malformed capsules by count: Max. 0.4%.
- iii. Immature and shriveled capsules: Max. 0.4%.
- iv. Moisture : Max. 12%.
- v. Ash insoluble in dilute HCL on dry basis : Max. 2%.
- vi. Total Ash on dry basis : Max. 8%.
- vii. Volatile oil content of seeds on dry basis : Min. 1%.
- viii. Insect damaged matter: Max. 0.2%.

h-3.MICROBIOLOGICAL PARAMETERS OF BLACK CARDAMOM(MOTI ELAICHI) Whole:

Sr. No.	Organism	Requirements as per FSSAI
1.	Salmonella	Absent in 25gm

i. DAL CHINI (CINAMON) Whole 100gm (Pouch PACKING):

i-1. INGREDIENTS OF DAL CHINI (CINAMON) Whole 100gm: DAL CHINI

i-2. QUALITY PARAMETERS OF DAL CHINI (CINAMON) WHOLE:

- i. Extraneous matter: Max. 0.3%.
- ii. Moisture: Max. 12%.
- iii. Total Ash on dry basis: Max. 7%.
- iv. Ash insoluble in dilute HCL on dry basis: Max. 2%.
- v. Volatile oil content on dry basis: Min. 0.7%.
- vi. Insect damaged matter: Max. 0.2%.
- vii. Coumarin content: Max. 0.3%.

i-3. MICROBIOLOGICAL PARAMETERS OF DAL CHINI (CINAMONI) Whole:

Sr. No.	Organism	Requirements as per FSSAI
1.	Salmonella	Absent in 25gm

V. VALIDITY OF OFFER & CONTRACT PERIOD;

The rates offered will be valid for 90 days from the date of opening of tender. The contract period of tender shall be for one year from date of award of contract. Markfed reserve the right to extend this contract for another three months on the same rate and term & conditions for which the supplier shall have no objection.

VI. ESSENTIAL COMPOSITION AND QUALITY FACTORS;

SPICES is processed with best ingredients in ultra modern hygienic plant & prepared with the latest machinery which are good to taste.

VII. PESTICIDES RESIDUES, INSECTICIDE RESIDUES & MYCOTOXINS;

SPICES shall be free from pesticides residues, insecticides residues & Mycotoxins in amounts which may represent a hazard to human health.

VIII. HYGIENE;

It is recommended that the products covered by the provisions of this standard be prepared and handled in accordance with the appropriate section of the Recommended International Code of Practice- General Principle of Food Hygiene (CAC/RCPI-1969) and other codes of practice recommended by the Codex Alimentarius Commission which are relevant to these products.

To the extent possible in good manufacturing practice, the products shall be free from any objectionable matter.

When tested by appropriate methods of sampling and examination, the products:

- Shall be free from micro – organisms in amount which may represent a hazard to health.
- Shall be free from parasites which may represent a hazard to health.
- Shall not contain substance originating from micro – organisms in amount which may represent a hazard to health.
- Shall be free from added coloring matter.
- Shall be free from any odour

IX. PACKAGING;

The Supplier shall arrange and bear all the cost of raw material, packing material of Primary & Secondary packaging (i.e. Pouches, Inners and Cartons etc.) for processing of SPICES. Supplier shall supply the material ready to dispatch.

All the packing material shall be of Food Grade and good quality.

Markfed shall provide the packing design/specifications of the products. Packaging design can be changed at any time as per the request of concerned Geography for which the supplier has no objection.

All packing materials (food grade) shall be as per specifications given by Markfed. The supplier shall arrange the packing material independently strictly as per the specifications and design already approved by Markfed.

SPICES shall be packed in sound and leakage proof packaging.

a. Specifications of Primary Packaging (200 gm);

The Specifications of Laminates for filling of HALDI, GARAM MASALA AND RED CHILLI POWDER 200gm;

SIZE	POLYESTER	METALISED	POLYESTER	POLY
290 X 205mm \pm 5 mm	12	12	45 \pm 5MIC	

Printing shall be as per Markfed Design.

a-1. Specifications of Secondary Packaging CARTONS (200 gm X 10 Pouch X 5 Bundles) (For 10kg packing);

PLY	SIZE (LXWXH)	WEIGHT OF BOX	PAPER GSM
5Ply	20.4X10.6X8.4 Inches	700gm	All 120gsm

Printing shall be as per Markfed Design.

a-2. Specifications of Secondary Packaging BAGS (200 gm X 10 Pouch X 10 Bundles) (For 20kg packing);

Double Laminated Transparent Bag of Size: 32X28 Inches (LXW) Weight of Bag: 120gm \pm 5gm.

Printing shall be as per Markfed Design.

b. Specifications of Primary Packaging (500 gm);

The Specifications of Laminates for filling of HALDI POWDER 500gm;

SIZE	POLYESTER	METALISED	POLYESTER	POLY
380 X 250mm \pm 5 mm	12	12	50 \pm 5MIC	

b-1. Specifications of Secondary Packaging CARTONS (500 gm X 10 Pouch X 2 Bundles) (For 10kg packing);

PLY	SIZE(LXWXH)	WEIGHT OF BOX	PAPER GSM
5Ply	14X11.4X9.4 Inches	600gm	All 120gsm

Printing shall be as per Markfed Design.

b-2. Specifications of Secondary Packaging BAGS (500 gm X 10 Pouch X 4 Bundles) (For 20kg packing);

Double Laminated Transparent Bag of Size: 36X24 Inches (LXW), Weight of Bag: 120gm \pm 5gm.
Printing shall be as per Markfed Design.

c. Specifications of Primary Packaging for filling of Whole Spices (100 gm and 200 gm Packing);

The Specifications of Laminates for filling of Whole Spices 100gm and 200gm;

SIZE	POLYESTER	POLY (MULTILAYER)
5.25" X 8.5" \pm 5 %	12 \pm 2MIC	45 \pm 5MIC (Natural)

c-1. Specifications of Secondary Packaging BAGS (100 gm & 200 gm) (For 5kg & 10kg packing);

Double Laminated Transparent Bag of Size: 36X24 Inches (LXW), Weight of Bag: 100gm \pm 5gm.

Printing shall be as per Markfed Design.

NOTE: Packing material can be seen in Markfed canneries, Chuharwali on any working day between 9:00am to 5:00pm.

X. PRODUCTION;

Supplier will be bound to supply SPICES to Markfed as per requirement within seven days of the placement of order by Markfed and comply to the delivery schedule given by Markfed. In case of non supply / short supply within the stipulated period, Markfed shall be at liberty to arrange the material at the risk and cost of the supplier besides forfeiture of security. The process of manufacturing including any process incidental or ancillary to it, shall be carried out by the producer as permitted by relevant laws. Supplier shall continuously process each lot of SPICES.

XI. MANPOWER;

All the manpower that may be required for manufacturing and other operations including material handling etc. would be arranged by the supplier at its own cost. Markfed will not be responsible for such employees. However, Markfed can depute its quality control officer placed in the premises of supplier to check quantity / quality of product being supplied for which necessary sitting arrangements shall have to be made by the supplier and supplier will not have any reservation to provide facility for SPICES testing and access to the plant, stores etc. by Markfed staff.

XII. PRICE;

To be quoted by the supplier, which should be F.O.R. rate **per piece of 100gm, 200gm, 500gm, 1 kg, 20 kg, 30 kg and 50 kg** in different type of packaging exclusive of

GST and inclusive of packing material i.e. Primary & Secondary Packaging material etc. and strictly as per specifications laid down. The price quoted shall remain valid for the entire period of contract.

XIII. EARNEST MONEY/ SECURITY;

Tenderer shall have to deposit Rs.590/- including GST as tender fee (non-refundable) and Rs. 5,00,000/- towards earnest money. The same shall be adjusted towards security. The successful tenderer shall have to deposit Rs. 12,50,000/- (Rs. Twelve lacs fifty thousand only) as security in the shape of bank draft / bank guarantee (having validity of one(1) years for which claim period shall be upto 15 months) in favour of Markfed Canneries, Village Chuaharwali, Jalandhar, payable at Jalandhar within seven days of acceptance of offer which will be released on completion of contract and shall bear no interest. In case bidder fails to deposit security within 7 days of acceptance of offer then EMD shall be forfeited. No interest shall be paid on EMD/ Security.

XIV. INSPECTION/TESTING OF SPICES;

Samples will be drawn from each and every consignment at the time of receipt of material at Markfed Canneries Campus by the committee constituted by Markfed in the presence of the representative of the supplier/party if present, and test will be conducted by Markfed Lab. under the procedure/method in vogue. Results so conveyed by the Markfed lab. will be binding on both the parties. Markfed reserves the right to get all the tests/any other test which may Markfed may deem necessary and as per requirement of our importer/concerned geography from some reputed / accredited Laboratory. Expenses related to the inspection and testing of material shall be borne by the supplier. Its result shall also be binding on supplier. In case the quality of the spices are not found as per specifications, the supplier has to lift back the same immediately at their own risk & cost. In case of failure to lift the same within 7 days the storage charges @ Rs 1/- per carton per day. If the supplier does not lift back the rejected material within 15 days then Markfed reserve the right to dispose off the material at the risk and cost of the supplier.

XV. PAYMENT CONDITIONS;

Payment will be made through R.T.G.S. only within thirty days of receipt of each consignment subject to satisfactory inspection report. Supplier should provide complete bank details along with bank account no., I.F.S.C. code etc. Supplier should also provide self attested copies of Pan no. & GST No.

XVI. GST;

The Supplier will raise invoices to Markfed Canneries, Village Chuaharwali, Jalandhar for products plus GST extra as applicable on F.O.R. basis at Markfed Canneries, Village Chuaharwali, Jalandhar as the case may be for the quantity of finished products to be delivered under the directions of Markfed.

All Govt. taxes/levies as applicable would be deducted from the payment. Markfed reserves the right to release the payment of GST mentioned in the supply invoices only post

matching of the invoices in the GSTIN system. This shall be ensured by the supplier that the invoice raised by him during a month is reported in the GST returns of the said month.

The supplier shall ensure that the invoice to be raised with Markfed is compiled with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of ITC by Markfed.

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

XVII. STATUTORY DEDUCTIONS;

TDS/any other statutory taxes will be deducted by Markfed as per applicable rates according to statutory provisions.

XVIII. DELIVERY AND PENALTY FOR LATE ORDER DELIVERY;

The supplier shall deliver the finished product on F.O.R. Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt. Jalandhar as demanded by within seven days of the placement of confirmed order on the party by Markfed. In case of delay in supply after a free period allowed of seven days, the supplier shall be liable to pay penalty @ Rs 1 per carton/bag per day for maximum period up to 10 days. Afterward the security amount will be forfeited and material shall be purchased at the risk and cost of the supplier. In case of any genuine reasons for late delivery such as Government restrictions on movement or any other, Chief Manager (Mktg) is authorized to waive off late delivery penalty. Spices received in defective packing or in leakage condition, material shall be replaced by the supplier at its own cost.

XIX. RISK AND COST;

In case the product is found below specification, and any complaint regarding quality of Spices is reported from the domestic/overseas market, the supplier shall have to immediately replace the affected stock at their own expenses not later than seven days. The stock under complaint as lifted back, shall separately be stored by the party and packing material of such stocks shall be disposed off in the presence of Markfed representative to eliminate chances of its re-circulation & the party shall ensure that these stocks are not re-packed under SOHNA brand. In case such complaint of recirculation of stocks under complaint reoccurs and failure of the supplier for replacement of SPICES, Markfed reserves the right to terminate the contract /agreement, make up loss/damages occurred on this account of any kind including replacement by forfeiture of security & legal action shall be taken against vendor as per terms & conditions of the tender.

XX. STATUTORY REQUIREMENTS;

The supplier shall abide by all the regulations and Laws applicable for processing and delivery of product. The Supplier has agreed to comply with all the statutory requirements and Rules & Regulations promulgated by the Govt. (Central and State) & the local bodies from time to time for manufacture & supply of the product including packing materials such

as Food Safety & Standards Act 2006 with amendments from time to time, Essential Commodities Act, PFA, BIS, AGMARK, Weight & Measures Act, Packaged commodity Act etc. or any such order applicable & shall be liable for any violation thereof. The supplier shall reimburse to Markfed legal expenses incurred by Markfed defending any case/prosecution on account of any omission or commission on the part of Supplier in complying with the requirements. In all such cases the Supplier will indemnify Markfed for any liabilities. If any specific approval is required from any authorities, the same will be arranged by the Supplier. The bidder must submit the above said statutory requirement with latest certificate issued

XXI. SAFETY OF GOODS;

Supplier Unit/Party will store all raw materials, packing material and products in proper sanitary condition throughout and shall ensure that they do not deteriorate or get spoiled. Any deterioration in goods due to negligence of Supplier/ Unit shall be the sole responsibility of the Supplier.

XXII. BLACK LISTING;

Any material supplied below specification or any complaint received regarding quality/leakage/quantity /Packing etc., shall be replaced by the supplier at his own expenses within seven days. If quality complaint of the outsourced product is received for the second time then General Manager, Markfed Canneries, Jalandhar shall out rightly proceed for black listing of the supplier and Security amount deposited by supplier shall be forfeited and the party shall not be eligible to participate in Markfed tender for two years.

XXIII. OFFERING OF RATES;

The Rates once offered/settled/negotiated shall not be withdrawn by the tenderer before the validity date. In the event of withdrawal, the earnest money/security of tenderer shall be forfeited and tenderer shall be debarred from participation in the next tender of Markfed and work allotted to tenderer will be got executed from other party at his risk and cost. Conditional and incomplete tenders shall not be accepted.

XXIV. FORCE MAJEURE;

No failure by a party to perform Its obligations under the Agreement shall put that party In default or breach of its obligations under the Agreements or Impose any liability on that party for any losses or damages or delay of any nature whatsoever Incurred or suffered by the other to the extent that and for so long as the failure to perform is due solely to any event or circumstance which is beyond the control of such party which does not arise out of particular circumstance which are or should have been in the contemplation of that party at the time of entering into the Agreement and which results or causes the failure of that party to perform Its obligations under the Agreement, including act of God, as an event of Force Majeure.

Immediately following the date of commencement of any event of Force Majeure and within a reasonable time following the date of termination of such event of Force Majeure, any party which Invoked it shall submit to the other party, a written notice of the happening

of such event and reasonable proof of the nature of the event and of its effect upon the performance of the party's obligations under the Agreement.

The parties shall use all reasonable endeavours to prevent and mitigate the effects of any delay occasioned by or otherwise consequence of any event of Force Majeure.

XXV. OTHER CONDITIONS;

The bidder shall sign on all the pages of these terms & conditions in view of having acceptance of the same and submit the scan copy of the same online. The successful tenderer shall submit the hard copy of the signed Terms & Conditions in the office of Manager Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt.: Jalandhar on demand by the plant committee. The tenderer shall also give his complete postal address with seal and mobile no.

The violation of any terms & conditions of this contract shall result in the forfeiture of security and payable bills of the supplier.

If the date of opening of tender happens to be holiday then the tender will be opened on the next working day without giving any separate notice.

Markfed will not be responsible if the tenderer/vender is unable to upload/submit the tender online due to any fault or malfunctioning of the internet/e-tender site.

Markfed reserves the right to accept/reject any or all tenders without assigning reasons. The Party shall submit attested copies of following documents online.

Conditional & incomplete tenders shall not be accepted.

Markfed can terminate the contract at any time without assigning any reasons.

All the packing material lying in the factory premises shall be the property of the Supplier and shall not be taken back by Markfed in any case. Any shortage in raw material, finished goods or packing material would not be charged to Markfed at the termination of agreement. Markfed would be at liberty to take over all the finished products duly packed out of the balance stocks lying at the premises of the Supplier.

In case of breach of any of the terms and conditions of the contract and the contractor withdraw himself from execution of the contract, during the pendency of agreement, Markfed reserve the right to forfeit the security deposited by the supplier and the material shall be arranged at the risk and cost of the supplier for remaining period of the agreement.

In case of any change in tender documents, the corrigendum/addendum/corrections will be uploaded only at www.markfedpunjab.com and eproc.punjab.gov.in.

Offers shall be valid and irrevocable for 90 days from the date of opening of tender.

The successful tenderer shall have to execute an agreement after the work is allotted to the tenderer on non-judicial stamp paper worth Rs. 4000/-.

XXVI. ARBITRATION:

“All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred to the sole arbitration of an arbitrator to be appointed by the SPA/Markfed from the panel of the independent Arbitrators. The

second party will have no objection to the appointment of the arbitrator from the panel of independent Arbitrator maintained by SPA/Markfed, which is in consonance with the 7th schedule of the Arbitration & conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties to the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the SPA/Markfed concerned at the time of such transfer, vacation of office, death or inability, shall appoint another person, to act as Arbitrator.

Subject as aforesaid, the arbitration & conciliation Act, 1996 (as amended in 2015) or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. The fee of the Arbitrator so appointed shall be governed by the terms and conditions of the Markfed”.

I/we have read and understood all the Terms & conditions of the bid and all the Terms & conditions are accepted to me/us. I shall abide by the same.

Signature

Name and address of the party with Stamp

Ph./Mobile No

Email Address:
