

**TERMS AND CONDITIONS OF E-TENDER FOR THE AWARD OF THE CONTRACT FOR
SUPPLY OF MURABBAS, AMLA CANDIES, AMLA JUICE AND ALOEVERA JUICE
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 have minimum of 2MT per day capacity of his plant along with proof of the manufacturing unit & proof showing the turnover minimum of Rs. 1 Crores (one crore) (Duly attested by CA) of the plant for one year from 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 along with the attested copy of ID proof.
 - 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 Murabbas shall be of one and half years.
 - j. Minimum shelf life of Candies and Juices shall be of one year.
 - k. Successful bidder shall provide COA (Certificate of Analysis) of each and every consignment to Markfed.
 - l. The bidder should submit three samples of 500gm of each and every item **alongwith test reports** before submitting the Technical Bid at Markfed Head Office, Chandigarh. Technical bids of the party can be disqualified, if samples found not as per specifications laid down in the Tender by Markfed.
 - m. The bidder should have experience of one (1) year for supply of Murabbas, Candies and Juices and shall attach purchase order.

III. TENTATIVE QUANTITIES FOR ONE YEAR:

- a. Amla Murabba 1kg: 60,000pc, Apple Murabba 1kg: 4,000pc, Carrot Murabba 1kg: 5,000pc, Amla Candy Sweet (Jar) 500gm : 25,000pc, Amla Candy Chatpat (Jar) 500gm : 10,000pc, Amla Candy Sweet (Monocartons) 500gm : 5,000pc, Amla Candy Sweet (Monocartons) 250gm : 6,000pc, Amla Candy chatpat (Monocartons) 250gm : 6,000pc, Amla Juice 500ml: 4000pc and Aloevera juice 500ml: 3200 pc.
- b. The ordered quantity can increase or decrease as per our actual requirements for which the supplier shall have no objection.
- c. Tentative quantity;
The minimum order of all these items could be of 5 Cases and maximum order shall have no limit. The order shall be placed as per our actual requirement.

IV. COUNTRIES WHERE EXPORT IS EXPECTED;

- a. Murabbas, Candies, Juices and Candies are required for export to Canada, USA,

Australia, New Zealand, UK, EU and gulf Countries etc. and Local sale in INDIA also.

- b. Markfed shall purchase AMLA MURABBA 1kg, APPLE MURABBA 1kg, CARROT MURABBA 1kg, AMLA CANDY SWEET 500gm and AMLA CANDY CHATPAT 500gm in PET JAR (FOOD GRADE) & AMLA CANDY SWEET, CHATPAT 500gm, AMLA CANDY CHATPAT 250gm and AMLA CANDY SWEET 250gm in MONO CARTON PACKING (FOOD GRADE) also and AMLA Juice & ALOEVERA JUICE in 500 ml PET BOTTLES (FOOD GRADE). Therefore rates shall be quoted separately for above said each and every item.

V. SPECIFICATIONS;

- a. The product to be covered under this agreement would be MURABBAS, CANDIES AND JUICES and shall be supplied in different packs and sizes as permitted under the relevant laws and as required from time to time by Markfed. It is expressly understood between the 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 the 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. AMLA, APPLE AND CARROT MURABBA 1kg PACKING;

b-1. QUALITY PARAMETERS OF MURABBAS;

BRIX: 70° Minimum, Acidity: 0.25- 0.4%, Fruit Content: Minimum 55%,
Size of Amla and Apple: 3 to 5 cm Dia, Carrot cut size: 3 to 5 cm.

Note: "Murabba" means the product, prepared from suitable, sound, whole and properly peeled or cut grated fruits, rhizome or vegetables, appropriately prepared, suitable for the purpose, singly or in combination, by impregnating it, with nutritive sweeteners to a concentration adequate to preserve it.

b-2. MICROBIOLOGICAL PARAMETERS OF MURABBAS;

Organism	Specifications	Organism	Specifications
Aerobic Plate Count	1X 10 ⁶ /gm	Salmonella	Absent/25gm
Yeast & Mould Count	1X10 ² /gm	Listeria monocytogenes	Absent/25gm
Enterobacteriaceae	1X10 ² /gm	E.Coli	Absent/25gm
Staphylococcus aureus	1X10 ² /gm	Vibrio Cholerae	Absent/25gm

c. AMLA JUICE 500ml PACKING;

c-1. QUALITY PARAMETERS OF AMLA JUICE;

- i. Total Soluble Solids: 10-16°B, ii. Acidity: 2.2 -3.2%, iii. pH: 2.7-3.1,

NOTE: FSSR Standard No. (2.3.6) & FSSR Standard Name: Thermally Processed Fruit Juices.

c-2. MICROBIOLOGICAL PARAMETERS OF AMLA JUICE;

Organism	Specifications	Organism	Specifications
Aerobic Plate Count	1X10 ² /gm	Listeria monocytogenes	Absent/25gm
Yeast & Mould Count	50/gm	E.Coli	Absent/25gm
Staphylococcus aureus	Absent/25gm	Vibrio Cholerae	Absent/25gm
Salmonella	Absent/25gm		

c. ALOEVERA JUICE 500ml PACKING;**c-1. QUALITY PARAMETERS OF ALOEVERA JUICE;**

i. Total Soluble Solids: 6-8°B, ii. Acidity: 0.3 -0.4%, iii. pH: 3.8-4.2,

NOTE: FSSR Standard No. (2.3.6) & FSSR Standard Name: Thermally Processed Fruit Juices.

c-2. MICROBIOLOGICAL PARAMETERS OF ALOEVERA JUICE;

Organism	Specifications	Organism	Specifications
Aerobic Plate Count	1X10 ² /gm	Listeria monocytogenes	Absent/25gm
Yeast & Mould Count	50/gm	E.Coli	Absent/25gm
Staphylococcus aureus	Absent/25gm	Vibrio Cholerae	Absent/25gm
Salmonella	Absent/25gm		

d. AMLA CANDY SWEET AND CHATPAT 500gm and 250 gm PACKING;**d-1. QUALITY PARAMETERS OF AMLA CANDY;**

i. T. S. S. : 78-82°B, ii. Acidity: 0.15 -0.25%, iii. pH: 3.5-3.9,

NOTE: “Candied fruits” means the product prepared from sound and ripe fruits, vegetables, rhizomes or fruit peel of any suitable variety appropriately prepared by impregnating it with nutritive sweeteners to concentration adequate to preserve it.

d-2. MICROBIOLOGICAL PARAMETERS OF AMLA CANDY;

Organism	Specifications	Organism	Specifications
Aerobic Plate Count	4X10 ⁴ /gm	Salmonella	Absent/25gm
Yeast & Mould	1X10 ² /gm	Listeria monocytogenes	Absent/25gm
Enterobacteriaceae	1X10 ² /gm	E.Coli	Absent/25gm

Staphylococcus aureus	10/gm	Vibrio Cholerae	Absent/25gm
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VI. VALIDITY OF OFFER & CONTRACT PERIOD;

This offer 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.

VII. ESSENTIAL COMPOSITION AND QUALITY FACTORS;

MURABBAS, AMLA CANDIES, AMLA JUICE AND ALOEVERA JUICE should be manufactured with best ingredients in ultra modern hygienic plant & prepared with the latest machinery which are good to taste.

VIII. PESTICIDES RESIDUES, INSECTICIDE RESIDUES & MYCOTOXINS;

MURABBAS, AMLA CANDIES, AMLA JUICE AND ALOEVERA JUICE should be free from pesticides residues, insecticides residues & mycotoxins in amounts which may represent a hazard to human health.

IX. 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

X. PACKAGING;

- a. The Supplier shall arrange and bear all the cost of raw material, packing material (i.e. PET Jars, INNER PACKAGING, PET BOTTLES Wads, Seal, Labels, Cartons and Strapping etc.), processing and manufacturing of MURABBAS, AMLA CANDIES, AMLA JUICE AND ALOEVERA JUICE. Supplier shall supply the material ready to despatch.

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 by Markfed at any time as per the request of concerned Geography for which the supplier shall have no objection.

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

b. Packing should be such that it is able to bear long sea-voyages to export market without any leakage.

c. **Specification of Packaging PET JAR Square 1 kg Packing for Murabbas (12X1kg);**

c-1 Specification of Primary Packaging i.e. PET JAR Square suitable for filling of 1kg Amla Murabba, Carrot Murabba and Apple Murabba with Cap having Handle;

Weight	Neck outer Diameter	Body Diameter Max.	Height of Jar	Height of Neck	Colour
60 \pm 2gm	82.31mm	99.70mm	152.98mm	16.37mm	Natural

c-2 Murabba should be packed in Food Grade Poly Bags before packing into PET Jar and shall be packed without leakage.

c-3 Specifications of secondary packing material (Master Carton) for Packaging of

MURABBAS in PET JAR Square (12X1 kg);

PLY	BURSTING STRENGTH KG/Cm ²	WEIGHT OF EMPTY CARTON (IN GM)
5	8.5	700 \pm 10gm
d. Specification of Packaging for PET JAR for Packing of Candies 500 gm (12X500gm);		

d-1. Specification of Primary Packaging i.e. PET JAR suitable for filling of 500gm Amla Candies with Cap having Handle;

Weight	Neck Outer Diameter	Body Diameter Max.	Height of Jar	Height of Neck	Colour
70 \pm 2gm	82.19mm	107.90mm	122.99mm	15.10mm	Natural

d-2. Specifications of secondary packing material (Master Carton) for Packaging of PET JAR (12X500gm);

PLY	BURSTING STRENGTH KG/Cm ²	WEIGHT OF EMPTY CARTON (IN GM)
5	8.5	700 \pm 10gm

e. Specifications of Packaging for Mono Carton Packing of Candies 250 gm Candies (Packing size 20X250gm);

e-1. Primary Packaging i.e. INNER POUCH ; Candies should be packed in Food Grade LDPE pouch of 70 Micron before filling in to Mono Carton.

e-2 Specifications of Primary Packaging of Mono Carton shall be as per drawing attached at ANNEXURE “A”;

GSM of Mono Carton: 320 ± 5 , Weight of Mono Carton: 20 ± 2 gm

e-3 Specifications of secondary packing material (Master Carton) for Packaging of MONO CARTONS (20X250gm);

PLY	BURSTING STRENGTH KG/Cm ²	WEIGHT OF EMPTY CARTON (IN GM)
5	8.5	500 ± 10 gm

f. Specifications of Packaging of Mono Carton for Packing of Candies 500 gm Candies (Packing size 20X500gm);

f-1. Primary Packaging (INNER POUCH); Candies should be packed in Food Grade LDPE pouch of 70 Micron before filling in to Mono Carton.

f-2. Specifications of Primary Packaging (Mono Carton)shall be as per drawing attached at ANNEXURE “B”;

GSM of Mono Carton: 360 ± 5 , Weight of Mono Carton : 30 ± 2 gm

f-3. Specifications of secondary packing material (Master Carton) for Packaging of MONO CARTONS (20X500gm):

PLY	BURSTING STRENGTH KG/Cm ²	WEIGHT OF EMPTY CARTON (IN GM)
5	8.5	500 ± 10 gm

g. Specifications of Packaging material of PET BOTTLE for filling of 500 ml Amla & Alovera Juice (Packing size 20X500ml);

g-1. Specifications of Primary Packaging Food Grade PET bottles for filling of 500 ml Amla & Alovera Juice;

WEIGHT	NECK OUTER DIAMETER	BODY DIAMETER	BOTTLE MAX. HEIGHT	NECK HEIGHT	COLOUR
50 ± 2 gm	27.50mm	58.10mm	239mm	21.11mm	Natural/Green

g-2. Specifications of secondary packing material (Master Carton) for Packaging of PET BOTTLES 500ml (20X500ml):

PLY	BURSTING STRENGTH KG/Cm ²	WEIGHT OF EMPTY CARTON (IN GM)
5	8.5	500 ± 10 gm

NOTE:1. Packing material can be seen in Markfed canneries, Chuaharwali on any working day between 9:00am to 5:00pm.

XI. PRODUCTION;

The supplier shall deliver the finished product on F.O.R. Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt.Jalandhar as demanded by Markfed within seven days of the placement of confirmed order. In case supplier fails to supply the material within seven days, the supplier shall be liable to pay the penalty @ Rs 0.50 per carton per day for a maximum period of 15 days. After that Markfed will purchase the material from open market at the risk & cost of the supplier. The security deposited by the supplier shall be forfeited. 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 MURABBAS, AMLA CANDIES, AMLA JUICE AND ALOEVERA JUICE.

XII. 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 MURABBAS, AMLA CANDIES, AMLA JUICE AND ALOEVERA JUICE testing and access to the plant, stores etc. by Markfed staff.

XIII. PRICE;

Rates to be quoted by the supplier **per piece**, which should be F.O.R. Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt. Jalandhar **separately for** different type of items for sale exclusive of GST and inclusive of packing material i.e. PET Jars, inner packing, PET bottles, Labels, Wads/Sealing, Cartons & Strapping etc. and strictly as per specifications laid down. The price quoted shall remain valid for the entire period of contract.

XIV. EARNEST MONEY/ SECURITY;

Tenderer shall have to deposit Rs.590/- including GST as tender fee (non-refundable) and Rs. 3,00,000/- towards earnest money. The same shall be adjusted towards security. The successful tenderer shall have to deposit Rs. 7,50,000/- (Rs. Seven lacs fifty thousand only) as security in the shape of bank draft/ bank guarantee (having validity of one (1)year for which claim period shall be upto 15 months) in favour of Markfed Canneries, Village Churharwali, Jalandhar, payable at Jalandhar within seven days of acceptance of offer which will be released on completion of contract and shall bear no interest. No interest shall be paid on EMD/ Security. If the successful bidder fails to deposit security within 7 days of acceptance of offer then EMD shall be forfeited.

XV. INSPECTION/TESTING OF MURABBAS, CANDIES AND JUICES;

Samples will be drawn from each and every consignment at the time of receipt of material at Markfed Canneries campus, Chuharwali 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. The expenses incurred on inspection & testing shall be borne by the supplier. Its result shall also be binding on the supplier. In case the quality of the MURABBAS, CANDIES

AND JUICES are not found as per specifications, the supplier has to lift back the same within 7 days 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 for maximum period of 10 days shall incur upon the supplier. Afterward the rejected stocks will be disposed off at the risk & cost of the supplier **and security deposited by the successful bidder shall be forfeited.**

XVI. PAYMENT CONDITIONS;

Payment will be made through R.T.G.S. only within thirty days of the 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.

XVII. GST;

The Supplier will raise invoices to Markfed Canneries, Village Chuharwali, Jalandhar for products plus GST extra as applicable on F.O.R. basis at Markfed Canneries, Village Chuharwali, 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 complied 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.

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

XIX. 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 Markfed within seven days of the placement of confirmed order. In case supplier fails to supply the material within seven days, the supplier shall be liable to pay the penalty @ Rs 0.50 per carton per day for the maximum period of 15 days. After that Markfed will purchase the material from open market at the risk & cost of the supplier. The security deposited by the supplier shall be forfeited. In case of any genuine reason for late delivery such as Government restrictions on movement or any other, Chief Manager (Mktg) is authorized to waive off late delivery penalty. MURABBAS, AMLA CANDIES, AMLA JUICE AND ALOEVERA JUICE received in defective packing or in leakage condition, material shall be replaced by the supplier at its own cost.

XX. RISK AND COST;

In case the product is found below specification, and any complaint regarding quality of MURABBAS, CANDIES AND JUICES 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 be separately 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 MURABBAS, CANDIES AND JUICES, Markfed reserves the right to terminate the contract /agreement, make up loss/damages occurred on this account of any kind including replacement, forfeiture of security and legal action shall be taken as per the terms & conditions of the tender.

XXI. STATUTORY REQUIREMENTS;

The supplier shall abide by all the regulations and Laws applicable for processing and delivery of products. 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 products including packing materials in compliance with the Food Safety & Standards Act 2006, with amendments from time to time, Essential Commodities Act, PFA, BIS, Weight & Measures Act, Packaged commodity Act etc. or any such order applicable & shall be liable for any violation thereof. The supplier shall reimburse 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 authority, the same will be arranged by the Supplier. The bidder must submit the above said statutory requirements with latest certificate issued

XXII. 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.

XXIII. 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 Manager, Markfed Canneries, Jalandhar shall out rightly proceed for black listing of the supplier and the party shall not be eligible to participate in Markfed tender for two years. The security amount deposited by the supplier will also be forfeited.

XXIV. 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 the tenderer will be got executed from other party at his risk and cost. Conditional and incomplete tenders shall not be accepted.

XXV. 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.

XXVI. OTHER CONDITIONS;

- a. The bidder shall sign on all the pages of these terms & conditions in view of having accepted the same and submit the scanned 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.
- b. Violation of any terms & conditions of this contract shall result in the forfeiture of security and payable bills of the supplier.
- c. 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.
- d. Markfed will not be responsible if the tenderer/supplier is unable to upload/submit the tender online due to any fault or malfunctioning of the internet/e-tender site.
- e. Markfed reserves the right to accept/reject any or all tenders without assigning reasons.
- f. Conditional & incomplete tenders shall not be accepted.
- g. Markfed can terminate the contract at any time without assigning any reason.
- h. 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.

- i. 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.
- j. The supplier shall submit the central certificate of Central FSSAI License no. issued by Government authorities.
- k. 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.
- l. Offers shall be valid and irrevocable for 90 days from the date of opening of tender.
- m. 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/-.

XXVII. 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 the independent Arbitrator maintained by SPA/Markfed, which is in consonance with the 7th schedule of the Arbitrators & 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:
