

**MARKFED HEAD OFFICE, PLOT NO. 4, SECTOR 35 B, CHANDIGARH**

**E-TENDER NOTICE No.**

**TERMS AND CONDITIONS FOR PURCHASE OF KESAR DALIA, NO ADDED SUGAR DALIA AND HONEY GRITS.**

**CONTRACT FOR THE PERIOD OF ONE YEAR**

- 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](http://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 along with the location of the firm.
  - c. The supplier shall submit the certificate of GST and PAN no.
  - d. The supplier shall have one MT per day capacity of his plant along with proof of the manufacturing unit & proof showing the minimum turnover of Rs. 5 Crore UDIN Generated Certificate (Duly attested by CA) of the plant for one year from the last three years.
  - e. The supplier shall submit the certificate of 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 Instant Kesar Dalia, No added Sugar Dalia and Honey Grits is 12 months.
  - 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 and every item along with Test Reports before submitting the Technical Bid in the office of CHIEF MANAGER (Mktg), MARKFED HEAD OFFICE, PLOT NO. 4, SECTOR 35 B, CHANDIGARH.
  - l. Technical bids of the party can be disqualified, if samples found not as per specifications laid down in the Tender by Markfed.
- III.
  - a. **TENTATIVE QUANTITIES FOR ONE YEAR:**  
Instant Kesar Dalia 500gm:- 30,000 Pkts, Honey Grits 500gm:-10,000 Pkts and No Added Sugar Dalia 500gm:-2000 Pkts.
  - b. The ordered quantity can increased or decreased as per our actual requirements for which the supplier shall have no objection.
  - c. Tentative Order quantity;  
The minimum & maximum order of all these items shall have no limit. The order shall be placed as per our actual requirement.
  - d. Besides of the local sale Markfed can export the Instant Kesar Dalia 500gm, No Added Sugar Dalia 500gm and Honey Grits 500gm the detail of the same can be seen at Annexure 'A'. Therefore supplier may quote rates of these products separately for local sale and export sale.

**IV. PRODUCT:**

The products to be covered under this agreement would be Instant Kesar Dalia, Honey Grits and No added Sugar Dalia and shall be supplied in different packs and size as permitted under the relevant laws and 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 after termination of this agreement. Supplier shall ensure proper cleaning/de-stoning/sorting etc. and pre washing of the cereals before manufacturing/filling.

**V. INGREDIENTS OF INSTANT KESAR DALIA**

- 1. Wheat semolina
  - 2. Whole Wheat
  - 3. Soya Bean Meal
  - 4. Oats
  - 5. Sugar
  - 6. Finger Millets
  - 7. Kesar
  - 8. Whole Milk Powder
  - 9. Calcium Bicarbonate
  - 10. Sodium Bicarbonate
  - 11. Vanilla Flavour
- Contains: Wheat, Soya, Milk

**SPECIFICATIONS OF INSTANT DALIA (MULTY GRAIN BREAKFAST CEREAL)**

Sr.No.	Test	Limit
1.	Moisture	Max. 6%
2.	Total Ash	Max. 4%
3.	Added Sugar	28 % to 32 %
4.	Dietary Fibre	4 % to 6 %
5.	Protein	Min. 15 %
6.	Total Fat	2 % to 5 %
7.	Carbohydrates	70 % to 80 %
8.	Energy	360 Kcal to 400 Kcal
9.	Ash in soluble in Dilute Hcl	Max. 0.1%

**MICROBIOLOGICAL PARAMETERS OF INSTANT DALIA ( MULTY GRAIN BREAKFAST CEREAL)**

Sr.No.	Test	Unit	Upper Limit
1.	Total Plate count	Cf u /gm	1X10 <sup>3</sup>
2.	Coliform count	Cf u /gm	<10
3.	Yeast & Mould Count	Cf u /gm	<10
4.	E. Coli	Cf u /gm	absent
5.	Salmonella	Cf u /25gm	absent

**VI. INGREDIENTS OF HONEY GRIT**

- 1.Wheat semolina
  - 2.Whole Wheat
  - 3.Soya Bean Meal
  - 4.Oats
  - 5.Sugar
  - 6.Finger Millets
  - 7. Liquid Malt
  - 8.Whole Milk Powder
  - 9.Calcium Bicarbonate
  - 10. Sodium Bicarbonate
  - 11. Vanilla Flavour
  - 12. Honey
- Contains: Wheat, Soya, Milk

**SPECIFICATIONS OF HONEY GRIT**

Sr.No.	Test	Limit
1.	Moisture	Max. 6%
2.	Total Ash	Max. 4%
3.	Added Sugar	24 % to 28 %
4.	Dietary Fibre	5 % to 7 %
5.	Protein	Min. 15 %

6.	Total Fat	2 % to 4 %
7.	Carbohydrates	70 % to 80 %
8.	Energy	360 Kcal to 400 Kcal
9.	Ash in soluble in Dilute Hcl	Max. 0.1%

**MICROBIOLOGICAL PARAMETERS OF HONEY GRIT**

Sr.No.	Test	Unit	Upper Limit
1.	Total Plate count	Cf u /gm	1X10 <sup>3</sup>
2.	Coliform count	Cf u /gm	<10
3.	Yeast & Mould Count	Cf u /gm	<10
4.	E. Coli	Cf u /gm	absent
5.	Salmonella	Cf u /25gm	absent

**VII. INGREDIENTS OF NO ADDED SUGAR DALIA**

- i. Whole Wheat
- ii. Soya
- iii. Sorghum
- iv. Malt Extract
- v. Finger Millets
- vi. Maize
- vii. Oats
- viii. Vanila flavor
- ix. Dry Fruits (Almonds & Pistachio)

**SPECIFICATIONS OF NO ADDED SUGAR DALIA**

Sr.No.	Test	Limit
1.	Moisture	Max. 6%
2.	Total Ash	Max. 4%
3.	Added Sugar	0
4.	Dietary Fibre	2 % to 3.5 %
5.	Protein	Min. 16 %
6.	Total Fat	2 % to 4 %
7.	Carbohydrates	65 % to 80 %
8.	Energy	360 Kcal to 410 Kcal
9.	Ash in soluble in Dilute Hcl	Max. 0.1%

**MICROBIOLOGICAL PARAMETERS OF NO ADDED SUGAR DALIA**

Sr.No.	Test	Unit	Upper Limit
1.	Total Plate count	Cf u /gm	1X10 <sup>3</sup>
2.	Coliform count	Cf u /gm	<10
3.	Yeast & Mould Count	Cf u /gm	<10
4.	E. Coli	Cf u /gm	absent
5.	Salmonella	Cf u /25gm	absent

**VIII. ESSENTIAL COMPOSITION AND QUALITY FACTORS**

- (A) Instant Kesar Dalia, No Added Sugar Dalia and Honey Grit shall be free from abnormal flavours, Odours and Living insects.
- (B) Instant Kesar Dalia, No Added Sugar Dalia and Honey Grit shall be free from filth (Impurities of animal origin, including dead insects).
- (C) In amounts which may represent a hazard to human health.

**IX. CONTAMINANTS:**

**HEAVY METALS**

Instant Kesar Dalia, No Added Sugar Dalia and Honey Grit shall be free from heavy metals in amounts which may represent a hazard to human health.

**PESTICIDES RESIDUES, INSECTICIDE RESIDUES & MYCOTOXINS**

Instant Kesar Dalia, No Added Sugar Dalia and Honey Grit shall be free from pesticides residues, insecticides residues & mycotoxins in amounts which may represent a hazard to human health.

## **HYGIENE**

It is recommended that the products covered by the provisions of this standards 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 objectionable matters.

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 colouring matter.

## **X. PACKAGING**

Products shall be packaged in containers which will safeguard the hygienic, nutritional technological and organoleptic qualities of the products. The container including packaging material shall be made of the substances which are safe and suitable for their intended use. They should not impart any toxic substance or undesirable odour or flavour of the products. The packing material like pouches that come in direct contact with the food item should be food grade quality. When the product is packaged in pouches/corrugated boxes, these must be clean and strongly sealed.

In order to ensure that the finished product strictly conforms to the quality standards specified/ to be specified from time to time and to relevant statutory rules. Markfed quality assurance officials at the factory of supplier can check the quality of the input material (Raw /packing materials) and the finished products at any time. Such periodic check of quality norms by Markfed personnel will however not absolve supplier from their obligation and responsibilities to comply with prescribed qualities and standards of Mango Flavoured, Choco flavoured and No added Sugar Dalia as also violation of any statutory provisions as applicable from time to time.

Supplier further undertakes and guarantees that Instant Kesar Dalia, Honey Grits and No added Sugar Dalia to be supplied to Markfed will strictly conforms to the relevant quality standards prescribed under Food Safety and Standards Act, 2006, PFA rules or any other relevant statutory provisions including conformance to weight and measures act. Packaged commodity Rules and statutory labels declarations etc. Markfed shall also be entitled for recovery of damages on account of lowering the reputation on account of supplying poor quality of products. In case of any failure of samples under PFA Rules/any other statutory provisions or any replacements etc. for the stocks lying with Markfed Depots/CFA's/Branches or channel partners i.e. dealers/retailers etc., the supplier will be solely responsible for all its consequences / damages etc. and will indemnify Markfed for these losses including expenses of any legal proceedings.

For any deficiency in quality standards of both the products any deviation from compliance of the statutory rules including PFA/FSSAI Rules, governing package declarations. Supplier fully undertakes to secure and indemnify Markfed from the loss / damages if any.

The material supplied shall conform to the prevailing specifications. Markfed can cross check the reports at any time in its own laboratory at Ropar /PBTI Mohali/through any other accredited labs. The analysis results of the labs in such case shall be binding on the supplier. The testing charges shall be borne by the supplier. In case the material supplied does not conform to the specifications, the same shall be rejected and party shall lift the material at his own cost.

## **XI. PRODUCTION**

Supplier will be bound to supply Instant Kesar Dalia, Honey Grits and No added Sugar Dalia to Markfed as per requirement within ten days of the placement of order by Markfed and delivery schedule. In case 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 the 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 Instant Kesar Dalia, Honey Grits and No added Sugar Dalia under the supervision of quality control officer deputed by Markfed.

## **XII. PACKING MATERIAL**

The supplier shall produce 500 gms packing of Instant Kesar Dalia, Honey Grits and No added Sugar Dalia of 500 gms pouches (3 layer packing) to be packed in 400 GSM box and further in master corrugated carton of 5 ply containing 20 packets of 500 gms.

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

**Specifications of packing material is given as under:**

### **Primary Packaging:**

**Roll:** 3 Layer (sandwich ) (12 Polyester/12Merpet/30Micron Ply)

GSM: 68

### **Secondary Packaging:**

Duplex Heavy Weight Coating Box.

GSM: 400

### **Tertiary Packaging:**

5 Ply Carton containing 20 pouch of 500gm product.

Printing matter including designing on the packing material shall be got approved from Markfed Canneries, Village Chuharwali, Tehsil Adampur Distt Jalandhar before its packing.

## **XIII. 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.

## **XIV. PRICE**

Price quoted by the supplier, includes supply on F.O.R. at Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt. Jalandhar and is for 500 gms packing inclusive of all type of packing material etc. and GST Extra as applicable and strictly as per specification laid down. The price quoted shall remain valid for the entire period of the contract.

## **XV. PAYMENT CONDITIONS;**

Payment will be made through R.T.G.S. only within thirty days of receipt of each consignment subject to the receipt of satisfactory inspection report. However bank charges will be borne by the supplier. 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 Chuharwali, Jalandhar for products inclusive of the GST 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.

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

## **XVII. EARNEST MONEY / SECURITY**

The supplier shall have to deposit Rs.50,000/- towards earnest money. The same shall be adjusted towards security. The supplier shall have to deposit Rs. 1,25,000/- (Rs One lacs twenty five thousand only) as a security in shape of demand draft / bank guarantee in favour of Markfed Canneries, payable at Jalandhar, within seven days of acceptance of the offer which will be released on successful completion of contract and shall bear no interest. The bank guarantee should be valid for a minimum period of one year which can be extended as per the validity of the contract i.e. three months. No interest shall be paid on EMD/Security.

## **XVIII. SPECIAL WARRANTY CLAUSE**

The supplier warrants the supplies delivered to be sound, wholesome and fit for human consumption as Kesar Dalia, Honey Grits and No added Sugar Dalia for a period of **12** months from the date of procurement in any climate and under all conditions of storage and movement in India.

In the event of the supplies or a part thereof having been declared during the period of warranty as being unsound, unwholesome or unfit for human consumption as Kesar Dalia, Honey Grits and No added Sugar Dalia by any officer acting on behalf of Markfed whose opinion as to whether or not the particular consignment is sound, wholesome or fit for human consumption as Kesar Dalia, Honey Grits and No added Sugar Dalia will be final. Markfed will have right to dispose of the condemned stock in any way Markfed considers necessary after giving due notice to the supplier and also, at its discretion, either to allow the supplier to replace the condemned stock within a specified period or to recover from the supplier the contract price thereof together with GST Deptt., if any paid thereon by the Markfed along with all the incidentals and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. Markfed The opinion of MD Markfed or an officer acting on his behalf in regard to these charges will be final.

## **XIX. DELIVERY**

The supplier shall deliver the finished products on F.O.R. basis to Markfed Canneries, Village: Chuharwali, Distt. Jalandhar as demanded by within ten days of the placement of confirmed order on the party by Markfed. In case of delay in supply after a free period allowed of ten days, the supplier shall be liable to pay the penalty @ 0.5% per day to maximum period of 15 days. Therefore, the order shall be cancelled and material shall be arranged from other sources at supplier's risk and cost besides forfeiting of security and termination of agreement. The material supplied in defective packing material shall be replaced by the supplier at its own cost.

## **XX. PENALTY**

In case Kesar Dalia, Honey Grits and No added Sugar Dalia is found below specification and any complaint regarding quality of both the products is reported from the market, the supplier shall have to immediately replace the material at its own expenses not later than three days. In case the failure of the supplier for replacement Kesar Dalia, Honey Grits and No added Sugar Dalia, Markfed reserves the right to terminate the contract/agreement, make up of damages occurred on this account of any kind including replacement by en cashing the bank guarantee/forfeiture of security and launch Civil and Criminal proceedings against the supplier. Afterward the rejected stocks will be disposed off at the risk & cost of the supplier.

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 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.

## **XXI. PAYMENT TERMS**

The party will deliver in advance the Kesar Dalia, Honey Grits and No added Sugar Dalia packed as per Markfed requirements of the specifications detailed in the agreement. Markfed would make the payment in case of Local supplies) within 30 days of supply of these products at Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt. Jalandhar for which party shall submit the invoices at Markfed Canneries, village Chuharwali, Tehsil Adampur, Distt. Jalandhar, subject to the satisfactory test reports along with receipts thereof.

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

## **XXII. RECONCILIATION**

Reconciliation of accounts would be done twice every month by both the parties.

## **XXIII. STATUTORY REQUIREMENTS**

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 manufacturing & supply of the product including packing material such as,

- Food Safety & Standards Act 2006 with the amendments from time to time.
- Essential Commodity Act.
- PFA.
- BIS, weight & Measurements 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 the supplier in complying with the requirements. In all such cases the Supplier will indemnify the Markfed for any liabilities. If any specific approval is required from any authorities, the same will be arranged by the Supplier.

## **XXIV. SAFETY OF GOODS:**

Supplier Unit/Party will store all the raw material, 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 sole responsibility of the Supplier.

## **XXV. INSURANCE:**

- The supplier will take proper insurance policy for its building, Plant & machinery, goods & in process finished goods and packing material etc. A copy of the insurance policy shall be supplied to Markfed before start of production.
- The Supplier shall abide all the Terms & Conditions contained in the tender.
- The Unit of the Supplier should be latest and should be fully automated.
- The Supplier should have well equipped laboratory at plant level to check the various parameters related to quality. There should be third party micro verification regularly. The Supplier should have well trained manufacturing staff and there should be regular quality audit of the product.
- The Unit of the Supplier must be registered with the industries department of the State.
- The Supplier must have HACCP/ISO 16000 certifications or equivalent certification.
- In case of new unit set up by the Supplier, a certificate from CA confirming that the capital investment made in the machinery is at least 50% of the turnover.
- The rates once offered/settled/Negotiated shall not be withdrawn by the party. In the event of withdrawal the earnest money/Security of party shall be forfeited and the party shall be debarred for participations in the next EOI/tenders of Markfed & work allotted to the party will be got executed from the some other party at supplier's risk & cost.

## **XXVI. PERIOD OF AGREEMENT:**

This agreement shall be valid for a period of one year from the date of award of contract. Markfed can exercise its discretion to extend the contract by another three months on the same rate and terms & condition for which the supplier shall have no objection.

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 by Markfed in any case. Any shortage in the raw material, finished goods or packing material would not be charged to the Markfed at the termination or completion 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.

## **XXVII. FORCE MAJEURE:**

Neither party shall be held responsible for non-fulfilment of their respective obligation under this agreement due to the exigency of one or more of the force of majeure events such as but not limited to the acts of God, War, Floods, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion etc. provided on the occurrence & Cessation of any such events the party affected thereby shall give a notice

in writing to the other party within one month of such occurrence or cessation. If the force majeure condition continue beyond 6 months, the parties shall mutually decide the future course of action.

**XXVIII. 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 General 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 reason.
- 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. In case of any change in tender documents, the corrigendum/addendum/corrections will be uploaded only at [www.markfedpunjab.com](http://www.markfedpunjab.com) and [eproc.punjab.gov.in](http://eproc.punjab.gov.in).
- k. Offers shall be valid and irrevocable for 60 days from the date of opening of tender.
  - l. 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/-.

**XXIX. 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 7<sup>th</sup> 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:



## ANNEXURE 'A'

### THE COUNTRIES WHERE EXPORT IS EXPECTED

- a. Instant Kesar Dalia 500gm, No added Sugar Dalia 500gm and Honey Grits 500gm are required for expected export to Canada, USA, Australia, New Zealand, UK, EU and Gulf Countries etc.
- b. Minimum Shelf life of the products should be one year. Supplier will have own the responsibility of the products during shelf life.
- c. Supplier should supply the material to meet out the requirements/specifications of above said countries.
- d. Successful bidder shall provide **COA (Certificate of Analysis)** of each and every consignment to Markfed.
- e. Markfed reserves the right to get all the tests/any other test which may requirement of Markfed or by our importer/concerned Geography from some reputed / accredited Laboratory. Expenditure incurred on inspection & testing shall be borne by the supplier.
- f. Besides of the Annexure 'A' the Terms & conditions will remain same as mentioned in the tender document however rates will be quoted separately for Local sale & export sale.
- g. Packaging material can be changed by Markfed at any time as per the request of our importer/concerned Geography for which the supplier shall have no objection.
- h. Packing should be such that it is able to bear long sea-voyages to export market without any leakage.
- i. Payment shall be made after three months from the date of receipt of material or after the receipt of the material at destination (abroad) in good condition whichever is earlier subject to satisfactory lab. Reports/ tests undertaken for export purpose.
- j. In case the product is found below specification, and any complaint regarding quality of Instant Kesar Dalia 500gm, No added Sugar Dalia 500gm and Honey Grits 500gm is reported from the Overseas market, the supplier shall have to immediately supply the fresh stock at their own expenses not later than seven days. The stock under complaint can be dumped or disposed off by the concerned authorities for which the supplier shall have no objection at the risk and cost of the supplier. If complaint reoccurs and failure of the supplier for fresh supplies of Instant Kesar Dalia 500gm, No added Sugar Dalia 500gm and Honey Grits 500gm, Markfed reserves the right to terminate the contract /agreement, make up loss/damages occurred on this account of any kind including disposed off, replacement, forfeiture of security and legal action shall be taken as per the terms & conditions of the tender.