

TERMS AND CONDITIONS OF TENDER FOR THE AWARD OF THE CONTRACT FOR THE SUPPLY OF MURABBAS, AMLA CANDIES, AMLA JUICE AND ALOEVERA JUICE UNDER BRAND NAME SOHNA.

TENDER FORM FEE: Rs 590/- (Including GST)

PROCESSING FEE: As per E-Tender Website.

The Tender form fee, E.M.D. and processing fee should be deposited online/E-payment mode only. No other mode will be accepted.

Schedule Time	Date and Time
Last Date and time for submission of Bids	:
Date and time for opening of Bids	:
The bids will be opened at	:
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 annual average turnover minimum of Rs. 1 Crores (one crore) (Duly attested by CA) of the plant for three years i.e. (FY 2022-23, 2023-24 & 2024-25). e. The supplier shall submit the certificate of FSSAI License no. issued by Government authorities. In case the bidder from outside of Punjab then the Central FSSAI license required. 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 furnish an undertaking that it has not been blacklisted or debarred by any government department, Public Sector Undertaking, Statutory Authority or Government Agency as on the last date of submission of bids. The bidder shall also disclose any operative order of blacklisting or debarment, if any, or any proceedings relating thereto pending before the competent authority. Mere pendency of litigation, arbitration or contractual disputes with MARKFED, the State Government or the Central Government shall not, by itself, constitute a ground for disqualification unless otherwise specifically provided under the Tender Conditions. 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 and half years. k. Successful bidder shall provide COA (Certificate of Analysis) of each and every consignment to Markfed. l. The bidder should submit three samples of 500 gm of each and every item not later than the last date and time for bid submission in the office of General Manager, Markfed Canneries, Village: Chuharwali, Tehsil: Adampur, Distt. Jalandhar. The samples submitted by the bidder may be subjected to physical screening of other chemical tests as per FSSAI standard & specifications mentioned in the tender. Technical bids of the party can be disqualified, if samples found not as per specifications laid down in the Tender by Markfed. m. The committee of Markfed may inspect the premises of bidders and verify the documents/facilities as mentioned above. Financial bids of only those parties shall be opened which will technically qualify.	

- n. 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 tenderer shall also give his complete postal address with seal and mobile number.
- o. Violation of any terms & conditions of this contract shall result in the forfeiture of security and payable bills of the supplier.
- p. 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.
- q. 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.
- r. Markfed reserves the right to accept/reject any or all tenders without assigning reasons.
- s. Conditional & incomplete tenders shall not be accepted.
- t. Markfed can terminate the contract at any time without assigning any reason. **A notice of 15 days will be given before termination.**
- u. 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.
- v. 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.
- w. 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.
- x. Offers shall be valid and irrevocable for 90 days from the date of opening of tender.
- y. 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/-.

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 (Mono-cartons)500gm: 5,000pc,. Amla Candy Sweet (Mono-cartons)250gm: 6,000pc, Amla Candy chatpat (Mono-cartons)250gm: 6,000pc, Amla Juice 500ml: 4000pc and Alovera juice 500ml: 3200 pc.
- b. The ordered quantity can increase or decrease 25% requirements for that 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 500 gm 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

VI. PERIOD OF CONTRACT;

This agreement shall be valid for a period of one year from the date of award of contract by Markfed which can be further extended for a period of three months at the discretion of Markfed on the same rates & same terms and conditions. Markfed can terminate the contract at any time without assigning any reasons. **A notice of 15 days will be given to terminate the contract.**

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 Code 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 material. Packaging material 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 ± 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 GMS)
5	8.5	700± 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 ± 2gm	82.19 mm	107.90 mm	122.99 mm	15.10 mm	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 GMS)
5	8.5	700± 10gm

e. Specifications of Packaging for Mono Carton Packing of Candies 250 gms 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:

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

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 GMS)
5	8.5	500± 10gm

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:

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

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 GMS)
5	8.5	500± 10gm

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

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

Weight	Neck outer Diameter	Body Diameter Max.	Height of Jar	Height of Neck	Colour
50 ± 2gm	27.50 mm	58.10 mm	239 mm	21.11 mm	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 GMS)
5	8.5	500± 10gm

NOTE:

- 1. Packing material can be seen in Markfed canneries, Chuharwali 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 ALOE Vera 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 ALOE Vera 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.400,000/- (Four lakh) towards earnest money. The same shall be adjusted towards security. The successful tenderer shall have to deposit 5% security including 2% EMD proportionate to the contract allotted in the form of RTGS/Bank Guarantee in favour of Markfed Canneries, Village Chuharwali, Jalandhar, payable at

Jalandhar within seven days of acceptance of offer (**otherwise Earnest money deposited will be forfeited beside invoking of relevant clause**) which will be released in 28 days on completion of contract and shall bear no interest. No interest shall be paid on EMD/ Security. EMD of successful bidders who will not get contract after technical/financial evaluation will be returned in 10 days from the award of contract to the successful bidder.

No exemption from payment of EMD shall be granted except to Micro & Small enterprises (MSEs) and startups recognized by the Department of Industries and commerce, Govt. of Punjab. To claim the exemption the bidder shall submit a valid registration or Udyam certificate verified by the general Manager, district Industries Centre of the concerned district, confirming the manufacturing unit's location within Punjab and its MSE status or evidence of recognition as a startup by the Department of Industries & Commerce, Govt. of Punjab. An exempt bidder shall submit a Bid Security Declaration in the format prescribed at ANNEXURE "A", undertaking and acknowledging that, in the event of withdrawal or modification of its Bid during the period of Bid validity, refusal to accept the Letter of Acceptance, failure to execute the Agreement, or failure to furnish the prescribed Security Deposit within the stipulated period after acceptance of its Bid, it shall be liable to suspension from participation in future procurement processes of MARKFED for a period of one (1) year, without prejudice to any other rights or remedies available to MARKFED under the Tender Document, the Contract or applicable law. No other exemption in the eligibility criteria shall be available to Micro and Small Enterprises (MSEs) or Startups. In case a bidder fails to submit the prescribed Earnest Money Deposit (EMD) along with its Bid without a valid claim for exemption under the Tender Document, its Bid shall be rejected.

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, Chuaharwali 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.

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. **"Payment shall be made only in the Bank Account which is validated on the GST portal."**

XVII. 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 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. Supplies shall be made strictly as per delivery schedule given by Markfed. In case the supplier fails to supply as per the delivery schedule, Markfed shall reserve the right to purchase the stock at the risk & cost of the supplier and EMD/bid security & Performance Security deposited shall be forfeited.

XXIII. Offence and Penalties.

(1) Whoever,-

- a. interferes with or influences any procurement process with the intention of security any wrongful gain or undue advantage for any prospective bidder or bidder; or
- b. interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder;
- c. engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or
- d. intentionally influences any procuring entity or any officer or employee thereof or willfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or
- e. engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or
- f. engages in any form of bid-rigging, collusive bidding or anti competitive behavior in the procurement process ; or
- g. intentionally breaches confidentiality referred to in section 44 of the Punjab Transparency in Public Procurement Rules 2022 for an undue gain, Shall be punished with imprisonment for a term which may extend to seven years and shall also be liable to fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

(2) A bidder who;-

- a. withdraws from the procurement process after opening of financial bids; or
 - b. withdraws from the procurement process after being declared the successful bidder; or
 - c. fails to enter in to procurement contract after being declared the successful bidder; or
 - d. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid ground, shall in addition to the provision of section 26 be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.
- (3).** Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under this Act, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
- (4)** In case the material is found below specification, and any complaint regarding quality of material is reported from the market, the supplier shall have to immediately replace the material at their own expenses not later than three days. The stocks under complaint shall be lifted back by the party and packing material of such stocks shall be cut and torn in the presence of Markfed representative to eliminate chances of its recirculation and the party shall ensure that these stocks are not repacked under SOHNA brand. In case complaint of recirculation of such stocks reoccurs, the contract shall be terminated and proceedings for purchase at risk and cost shall be initiated. In case of the failure of the supplier for replacement of material, Markfed reserves the right to terminate the contract /agreement; make up loss/damages occurred on this account of any kind including replacement by encashing the bank guarantee/forfeiture of performance security. Supplies shall be made strictly as per delivery schedule given by Markfed. In case the supplier

fails to supply as per the delivery schedule, Markfed shall reserve the right to purchase the stock at the risk & cost of the supplier and EMD/bid security & Performance Security deposited shall 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;

- (i) The Performance Security of the Selected Bidder shall not be forfeited and the Contract shall not be terminated for default, if and to the extent that delays in performance or other failure to perform the Selected Bidder's obligations under the Contract is the result of an event of Force Majeure.
- (ii) For the purposes of this section, "Force Majeure" means an event that materially impacts the Selected Bidder's performance of its obligations under this RFP and / or the Contract, that is not reasonably foreseeable, is beyond the control of the Selected Bidder, does not involve the Selected Bidder's fault or negligence, and which could not be avoided by reasonable care and due diligence. Such events shall include, inter alia, war, riot, earthquake, fires due to a natural calamity, flood, epidemic/pandemic and quarantine restrictions.
- (iii) If a Force Majeure situation arises, the Selected Bidder shall promptly notify MARKFED in writing of such conditions and the cause thereof. The Selected Bidder shall be obligated, where so required by MARKFED, to provide documentary evidence of the occurrence of the Force Majeure event. Unless otherwise notified by MARKFED in writing, the Selected Bidder shall continue to perform those obligations under the Contract that are reasonably practicable, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

XXVI. BLACKLISTING

MARKFED has the right to blacklist a Bidder for a specified time from participating in any tender notified by MARKFED for such period as it may deem fit as per the Punjab Transparency in Public Procurement Rules, 2022. The procedure for blacklisting shall be as follows:

- (i) The Project Steering Committee shall assess the reasons for blacklisting and submit its recommendations to the Managing Director, MARKFED.
- (ii) The Managing Director, MARKFED, shall then issue a 15 (fifteen) day show cause notice to the supplier, incorporating the reasons for blacklisting based on the recommendations of the Project Steering Committee.
- (iii) The bidder may either give his response in writing or through personal hearing if allowed by the Managing Director, MARKFED.
- (iv) On receiving the response in writing or through personal hearing or on expiry of period of show cause notice, whichever is earlier, the Managing Director, MARKFED shall take a decision and pass a speaking order on the blacklisting of the bidder and communicate the same to the blacklisted bidder.
If the Bidder is dissatisfied with the decision made by the Managing Director, MARKFED, the Bidder may proceed as per clause no. XXVII.

XXVII. Dispute Resolution.

- a. 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 and Conciliation Act-1996 or any statutory modification by Government of Punjab thereof, as applicable from time to time.
- b. 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 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 adviser of MARKFED shall, in any event, be eligible to be appointed as an Arbitrator.

- c. The language of Arbitration shall be English.
- d. 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.
- e. The seat of the Arbitration shall be Chandigarh, but the venue of the 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.
- f. The Courts at Chandigarh shall have exclusive Jurisdiction over the disputes arising under the present contract agreement, to the exclusion of all other courts.
- g. The laws of India shall apply to Arbitration proceedings and also to the Court proceedings.
- h. The Sole Arbitrator shall make 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.

In case of any change in tender documents, the corrigendum/addendum will be uploaded only at www.markfedpunjab.com and eproc.punjab.gov.in. All The proceedings under the agreement or otherwise shall be within the jurisdiction of Chandigarh Court only.

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:

BID SECURITY DECLARATION
[On Bidder’s Letterhead]

Date: XX/XX/XXXX

To,

The Managing Director,

The Punjab State Cooperative Supply and Marketing Federation Ltd.,

MARKFED, Government of Punjab, Plot No.4, Dakhshin Marg, Sector-35-B,

Chandigarh-160022.

Sub: Request for EMD Exemption cum Bid Security Declaration for MSMEs and Startups.

Sir/Madam,

We, [Name of Firm/Company], intend to participate in the tender:

Tender Title: _____

Tender Reference No.: _____

We hereby declare that we are claiming exemption from payment of the Tender Document Fee and Earnest Money Deposit (EMD) for participation in the above-mentioned Tender in accordance with the provisions of the Tender Conditions and applicable Government policies/instructions.

We further declare that:

- (i) We are a duly registered Micro or Small Enterprise (MSE) holding a valid Udyam Registration Certificate and are eligible for exemption under the applicable provisions of the Tender; or
- (ii) (ii) We are a Startup duly recognized by the Department of Industries and Commerce, Government of Punjab, and are eligible for exemption under the applicable provisions of the Tender.

We enclose herewith the requisite documentary evidence in support of our claim for exemption, including a valid Udyam Registration Certificate duly verified by the General Manager, District Industries Centre (DIC) of the concerned district certifying our status as a Micro or Small Enterprise and confirming the location of our manufacturing unit within the State of Punjab, or documentary proof of valid Startup recognition issued by the Department of Industries and Commerce, Government of Punjab, as applicable.

We undertake that the information and documents furnished by us in support of the claim for exemption are true, correct and complete. We understand and agree that any false declaration,

misrepresentation or submission of invalid documents shall render our bid liable to rejection and may attract such other action as may be permissible under the Tender Conditions and applicable law.

We further undertake and accept that, in the event of withdrawal or modification of our Bid during the period of Bid validity, refusal to accept the Letter of Acceptance, failure to execute the Agreement, or failure to furnish the prescribed Security Deposit within the stipulated period after acceptance of our Bid, we shall be liable to suspension from participation in future procurement processes of MARKFED for the period specified in the Tender Document or under applicable Government instructions, without prejudice to any other rights, remedies or actions available to MARKFED under the Tender Conditions, the Contract or applicable law.

We acknowledge that this declaration forms an integral part of our Bid and shall remain valid for the entire period of Bid validity and till the completion of all obligations arising out of the Tender, if awarded to us.

Date: _____

Place: _____

Authorized Signatory: _____

Name: _____

Designation: _____

Name of Bidder: _____

(Seal of the Firm/Company)