



Bihar State Milk Co-operative Federation Ltd.  
H.O:- Dairy Development Complex; Post :- B.V. College, Patna-800014  
Phone No. - 0612-2228306, 2224083,2228953, 2220387  
Web :- [www.sudha.coop](http://www.sudha.coop) Email:-marketingcomfed@gmail.com

Comfed:Mktg: 2082

Dated: 17.07.2020

### **TENDER NOTICE**

#### **For appointment of Super Distributors of SUDHA Brand Long Shelf Life Products for major cities of India**

**BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD (COMFED)** invites tender proposal from the interested and experienced individual / firm / agency / company for appointment of Super distributorship for distribution of UHT milk of all varieties, Elecster milk , Dairy Whitener, Ghee & other long shelf life milk products of "SUDHA" brand owned by Bihar State Milk Co-operative Federation Ltd (Patna) for different cities/towns of the country (except Bihar & Jharkhand) as detailed in tender document.

The interested bidder may download the Tender Document and detailed terms & conditions from our website [www.sudha.coop](http://www.sudha.coop) and may submit their tender in sealed envelope/ cover super scribed as **"Tender for appointment of Super Distributor of SUDHA Brand Long Shelf life products"** for ----- town through Speed Post/ Courier or by hand delivery to Bihar State Milk Co-operative Federation Ltd. ; Dairy Development Complex; Post :- B.V. College, Patna-800014; Phone No.- 0612-2228306, 2224083,2228953, 2220387.

The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Managing Director**

## Section - I

### TIMELINES OF TENDER

1. **BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD (COMFED), Patna** intends to appoint Super Distributor for marketing of SUDHA long shelf life products in different cities/towns of the country as listed in section III of the tender document.
2. **The bidders various critical dates relating to the above tender are cited as under:**

S. No.	Particular	Date
1.	Availability of tender documents from website	From 21.07.2020
2.	Last date for submitting tender document	13.08.2020 till 5:30 P.M
3.	Address of Submission of Tender	<b>General Manager Dairy Development Complex; Post :- B.V College, Patna-800014 Phone No. - 0612-2228953, 2220387, 2224083</b>
4.	Opening of Tender	Opening date would be communicated later.

Note: **This tender will remain open till June 2021. Evaluation of tenders would be done on quarterly basis i.e tenders received during April to June 30<sup>th</sup> will be evaluated in July & so on.**

3. For general queries/ clarifications in respect of tender submission only, kindly contact.

**Mr. MM Rao, Manager (Guwahat office),**

COMFED Branch Office,  
3<sup>rd</sup> Floor, H.NO. 11, Bora Bhawan,  
Rajbari Path, Ganeshguri,  
G. S. Road, Guwahati-781005, Assam  
E-mail:-sudha.northeast@gmail.com  
M- 8638106957

**Mr. Pankaj Kumar, Asst. Manager(Mktg) COMFED- For Rest of India**

Bihar State Milk Co-operative Federation Ltd (COMFED)  
Dairy Development Complex  
PO- BV College, Patna- 800 014  
E-mail: marketingcomfed@gmail.com  
M- 9473199963

**Mr. Kumar Amarendra, Manager (Mktg)**

Bihar State Milk Co-operative Federation Ltd (COMFED)  
Dairy Development Complex  
PO- BV College, Patna- 800 014  
E-mail: marketingcomfed@gmail.com  
M- 9473199135

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## Section II

### Information to the bidders (ITB)

1. The bidder is advised to go through the tender documents to understand the terms & conditions properly before filing up the tender documents and submission thereof. COMFED shall not be liable for any mis-interpretation in respect of tender terms. The bidder is required to read the following information and details embodied in different sections like :-
  - (a) Details about the various towns/cities of India for which Super Distributors are required is mentioned in Section III
  - (b) For Tender Form kindly refer Section-IV.
  - (c) For Check List kindly refer Section-V
  - (d) General terms & conditions of the agreement are mentioned in Section-VI
2. The interested person / party/ firm /agency / company is required to submit the technical bid in sealed cover super scribed **“Tender for appointment of Super Distributor of SUDHA Brand Long Shelf life products”** and should ensure the submission of tender documents well within the stipulated date and time.
3. The bidder should ensure that he/ she possess the requisite qualification/ experiences and exposures and possess the required documents/ testimonials and have enclosed the required documents as stipulated in Bid Format as well as shown in Check List.
4. The bidder should enclose the demand draft in original towards the Earnest Money Deposit (EMD) of Rs 25,000/- (Rupees Twenty five Thousand) only in the form of Demand Draft in favour of “BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, Payable at Patna” and should enclose with the Tender Documents. No other mode of EMD shall be accepted. The EMD of successful bidder’s would be adjusted as security deposit while that of unsuccessful bidders would be returned back. No interest would be paid on EMD amount.
5. The successful bidder shall be liable to make a deposit of Rs. 200000/- ( Rupees Two Lakhs only) towards Security Deposit out of which Earnest Money will be adjusted and the balance Rs 175000 (One lakh seventy five thousand) of security money is payable by way of demand draft of Nationalised/ Scheduled Bank in favour of BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, payable at Patna. No interest would be payable on security deposit. After deposition of security money the formal order would be issued to the super-distributorship.
6. The bidder must submit the photocopy of GST Number certificate, FSSAI Number certificate as required to fulfil the tender.
7. Tenderer should own or arrange required vehicles, storage space for milk products in their area of operation. Tenderer may enclose the photographs of the storage, office location and photocopies of vehicle’s owner book.
8. The bidder having experience of Edible FMCG business with turnover of Rs. Ten crores or more per annum would be given preference. Current audited balance sheet must be enclosed, showing required Turnover.
9. All relevant documents should be in the name of the applicant and COMFED shall be at liberty to seek additional information/ facts for clarification if required during evaluation of tender.
10. The successful bidders should arrange office with computer, sufficient staff, vehicles & storage space with all required documents & infrastructure before starting of the work. If failed to arrange all required infrastructure within stipulated period (45 days) the super distributorship will be cancelled and the Earnest Money Deposit (EMD) will be forfeited.

11. The tender bid shall be considered on the basis of “responsiveness” based on the documents, papers, write up and testimonials and if required for personal interviews by a committee constituted by COMFED, Patna and the decision of COMFED shall be final.
12. The successful bidder is required to enter into agreement within 15 days of issuance of order and should ensure the submission of security deposit before commencement of super distributorship work.
13. The Bidder is to note that super distributorship offer is only to sell the products of COMFED as introduced from time to time and in no case, it shall be considered as an offer of employment.
14. The super distributor is to note that he or she will not be termed as an agent of COMFED for doing the business of COMFED and no claim of the agent related issue be made before any court of law.
15. Bidder himself or his representative with authorization letter can participate in bid opening process.
16. The super distribution work includes the transportation of products from plant of Bihar Sharif Dairy, Nalanda, Bihar to their storage location & further distribution till distributor’s storage location of their area of operation. Handling charges, incidental charges, leakages, profit margin, GST etc. are built up in Super Distributor’s margin, decided by COMFED from time to time. No separate claim of super distributor in respect of distribution expenses shall be entertained.
17. In the event of any of the tender opening date being declared as a holiday / closed day, the tenders will be opened on the next working day at the specified time.
18. COMFED reserves the right to modify, curtail, amend and allot the distribution territory or transport matrix and delivery point before and or after commencement of business operations with a view to facilitate the distribution of products in smooth way.
19. COMFED shall be at liberty to cancel the offer of assignment if the bidder fails to deposit security money, deployment of storage location, vehicles and readiness of distribution and execution of agreement as stipulated in terms of offer and to assign the work to other interested bidder.
20. COMFED reserves the right to cancel the tender process partially / completely without assigning any reason thereof and the bidder shall have no claim on cancellation except refund of returnable EMD.

Read & accepted

Signature of the  
bidder

Seal

**Section-III**

**Description of the super distribution area**

<b>SI No</b>	<b>Name of the state</b>	<b>Name of the area of operation</b>	<b>Remarks</b>
1.	Delhi-NCR	Delhi- NCR	
2.	Uttar Pradesh	Lucknow, Kanpur, Prayagraj, Varanasi, Gorakhpur	
3.	West Bengal	Kolkata & Silliguri	
4.	Assam	Upper Assam ( Tinsukia) & Lower Assam (Guwahati)	
5.	Manipur	Imphal	
6.	Nagaland	Kohima	
7.	Arunachal Pradesh	Itanagar	
8.	Meghalaya	Shillong	
9.	Mizoram	Aizawl	
10.	Tripura	Agaratala	
11.	Uttarakhand	Dehradun, haridwar	

**Note: Application for super distributorship for neighbouring towns of Nepal, other towns other than the listed above as well as major towns of other states (except Bihar and Jharkhand) would also be considered.**

**Section-IV**

**TENDER FORM FOR SUPER DISTRIBUTORSHIP**

**(To be filled by the applicant and details as stipulated to be enclosed)**

**(Should be filled in original)**

Affix latest  
colour passport  
size photograph

1. Name of the area intended to cover  
for SUDHA long self life milk & milk products  
.....
2. Name of the applicant (in Capital letter) : .....
3. Address of the applicant:
  1. Permanent:.....  
.....  
.....
  2. Temporary.....  
.....  
.....

(Please enclose self attested photocopy of the relevant document establishing the address as mentioned above in Sl no. 3.1 and 3.2)

4. Name of the firm: .....
5. Address of the firm:.....  
.....  
.....Telephone No: .....Fax No: .....

(Please enclose self attested photocopy of the relevant document establishing the address as mentioned above in Sl no. 5)

6. Contact No: .....E-mail ID : .....
7. Aadhar No of the applicant: .....  
(Please enclose self attested photocopy of the certificate)
8. PAN no of the applicant:.....  
(Please enclose self attested photocopy of the certificate)

**SIGNATURE OF TENDERER**

9. G.S.T No:.....  
(Please enclose self attested photocopy of the certificate)

10. FSSAI no:.....  
(Please enclose self attested photocopy of the certificate)

11. Educational Qualification: .....  
(Please enclose self attested photocopy of the certificate)

12. Certificate of registration of firm.....  
(Sole Proprietor/Partnership/company etc)  
(Please attach self attested photocopy of the relevant document)

13. Name of the Proprietor, Partners or Directors in the firm.  
.....  
.....  
.....  
.....

14. A verified affidavit copy issued from Executive magistrate or notary officer, must be enclosed in original, mentioning that the applicant or its firm has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices issued by any firms/semi govt./ govt. institution.

15. The details of the present line of business:

Sl No.	Company	Brand/Product	Appointed year	Area of operation

16. Financial detail of the firm:

Sl No.	Financial Year	Annual turnover (in Crore)
1		
2		
3		

(Note:- Preference will be given to parties having turnover of Rs. Ten crore or more per annum. Current audited balance sheet should be enclosed)

17. Details of infrastructure available for the proposed super distribution-ship of milk products:

1. Space for office (in sqft):....., Location.....
2. Space for Godown (in sqft):....., location.....
3. Nos. of staff/employee:.....  
(Including office, Sales and delivery of goods)
4. Nos. of computer available:.....
5. Nos. of vehicle for transportation/ delivery of goods: .....

**SIGNATURE OF TENDERER**

6. Details of vehicles available for the proposed distributor-ship:

Sl no.	Type of vehicle	Year of mfg	Reg. No.	Loading capacity	Whether insulated or not	remarks

18. If the vehicle is rental, the agreement/consent letter done on-judicial stamp paper, with the owner of the vehicle, must be enclosed after duly attested.

19. Name & address of the Banker:.....

.....

20. Details of Earnest Money Deposit (EMD):

Bank draft No:.....Dated:.....Amount:.....

Name of the branch & Bank issued EMD :.....

(EMD must be enclosed in orininal)

21. The capital which may employ in the Super-distribution of SUDHA long self life of milk products:

.....

22. Whether the applicant have any previous experience of Super-distributorship with FMCG Products. If yes, then please provide the details of experience with relevant supporting documents.

.....

.....

23. Tenderer has to give a brief write-up about business plan for super distributor-ship in a separate sheet. ....

**Note:-**

(i) The Super distributor's margin on the milk products are fixed by the COMFED, and only that margin will be provided to super distributor.

(ii) Terms & conditions along with other details are given in the tender document. Tenderers are advised to read tender document carefully before apply for super distributor-ship.

**SIGNATURE OF TENDERER**



**Self declaration:**

I/We do hereby declare that the information given in the tender form and in the enclosed documents is true to the best of my knowledge and belief and nothing has been concealed therein. I/we are well aware of the fact that if the information given by me is proved false/not true at any point of time, my tender application will be treated as cancelled. All the information and documents given by me/us may be verified with originals and I/We would be available for the same.

I/We have read and understood the tender's term and conditions.

**SIGNATURE OF TENDERER**

## **Section-V**

### **Check List**

Sl	Particulars	Serial no of the Form	Attached or not ( YES/NO)
1.	Passport size photo	-	
2.	Proof of present & permanent address	03	
3.	Proof of office address	05	
4.	Copy of aadhar card/ Voter ID / Driving Licence	07	
5.	Copy of PAN	08	
6.	Copy of GST Registration Certificate	09	
7.	Copy of FSSAI Licenses	10	
8.	Testimonials of Qualification of individual applicant.	11	
9.	Certificate of Registration of Firm	12	
10.	Affidavit regarding not blacklisted or ineligibility corrupt and fraudulent practices by firms/semi govt/govt.	14	
11.	Existing Business Details	15	
12.	Current audited balance sheet enclosed	16	
13.	Proof of infrastructures available (photo graphs of the godown should be enclosed)	17	
14.	Details of infrastructures proposed	17	
15.	Original DD for EMD	20	
16.	Capacity to Invest	21	
17.	Written up on business plan	23	

**Seal and Signature of the Applicant**

## Section-VI

### GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

- 1. Scope of Work :-**

Bihar State Milk Co-operative Federation Ltd (herein referred as "COMFED" ) shall offer various long shelf products (could be transported & stored at room temperature) to the Super Distributor for distribution in their authorized territory.
- 2. Authorized Territory:-**

The appointment for super distributorship shall be for assigned territory. The area of marketing can be increased or decreased depending upon the performance of the super distributor, which will be assessed on periodic basis.

The super distributor shall not deliver or market milk & milk products in the area of other super distributors without any written permission of COMFED or unit of COMFED under which super distributor is working. Super Distributor shall not actively advertise or actively solicit orders for Supply of Products outside of the Territory. In the event Super Distributor receives an order from outside its Territory, he will work with COMFED or its unit to fulfill the order in a manner financially beneficial to COMFED and the Distributor,
- 3. Products :-**

COMFED shall sell UHT milk of all varieties available, Elecster milk , Dairy Whitener, Ghee & other long shelf life milk products in the name of "Sudha" brand owned by Bihar State Milk Co-operative Federation Ltd (Patna) and may add other variety of long shelf life milk and milk products as and when basis.
- 4. Price of the Products:-**

The price structure of milk and milk products shall be decided by the COMFED and super distributor shall purchase the products from COMFED or its unit (Ex-plant) at Super Distributor's price and will sell the products to Distributors at Distributor's price. The change in price shall be notified by COMFED from time to time. The super distributor's margin shall include cost of transporting products, road permits from Dairy plant, Nalanda, Bihar, storage of product at base location of Super Distributor, loading/unloading, onward distribution till storage location of distributors, incidental expense, leakage, profit margin and GST etc. Any incentive, discount or scheme for augmentation of sale of milk products shall be notified by COMFED separately if decided.
- 5. Deposit of amount:-**

The super distributor shall ensure the deposit of cost of indented products in advance at designated bank of COMFED/units of COMFED well in advance at stipulated in offer of assignment letter.
- 6. Sale and Ownership of products: -**

The super distributor shall check the leakage and damage of products at the time of receiving the delivery of products and once the super distributor receives it at Biharsharif Dairy Plant , it will be treated as "absolute sale" and the ownership of products stands transferred to the super distributor. The super-distributor shall not make any claim of loss due to damage or leakage of products thereafter. Any loss of products due to mishandling, transportation or due to non-maintenance of proper storage facility shall be at the risk of the super distributor.

Any unsold stock will not be taken by COMFED until there is manufacturing/ quality problem.
- 7. Period of assignment: -**

The tenure of the super distributorship assignment shall be initially for three years valid from the date of the agreement, which can be extended with mutual consent and or assessment of performance of the super distributor.

**8. Security Deposit:-**

The Super distributor shall make deposit of security amount for Rs. 200000 (Rs Two lakhs only) per area/zone which is to be deposited by way of Demand Draft, on which no interest is payable. EMD of successful bidder shall be converted as a part of Security Deposit.

The super distributor may deposit Security money by way of Bank Draft for Rs.175000/- (One lakh seventy five thousand) to be issued by any nationalized or scheduled bank.

**9. Taxation Liability:-**

The super-distributor agrees to deposit of GST or any other tax liability collected on sale of taxable products to the distributors and shall submit a certified copy of GSTN Return on regular basis to concerned office. In case of non- deposit of Govt tax, COMFED shall be at liberty to recover the tax amount and to deposit with the Govt Dept. Any municipal tax, professional tax or any other tax liability arising out of carrying out super distributorship shall be on the part of the super distributor.

**10. Termination of assignment:-**

Either party shall have the right to terminate this agreement by giving thirty days notice in writing. The notice shall be deemed to have been received if dispatched by registered / speed post to the address herein above mentioned from the date of issue of notice.

This agreement is also subject to termination under the following circumstances:-

- (i) Non deposit of payment in advance.
- (ii) Overcharging of rate from the distributors.
- (iii) Sale of Products in other than designated area
- (iv) Indulged in such acts, which are against the business interest of COMFED.
- (v) Violation of statutory payments and non-compliance of statutory requirements or terms of the agreement.
- (vi) Engagement in sale of products of the competitors.

**11. Super Distributor's right and obligations :-**

- (i) The super distributor agrees to place the indent of products based on the indent/ requirement of products received from distributors and shall make deposit of cost of products to COMFED in advance as stipulated by COMFED from time to time.
- (ii) The super distributor shall transfer the amount through his/ her bank to designated bank accounts of COMFED/units of COMFED only to maintain the sufficient advance with COMFED to ensure the supply of products.
- (iii) The super distributor shall take the delivery of products at the pre-decided delivery point (Bihar Sharif Dairy Plant, Nalanda, Bihar).
- (iv) The super distributor shall ensure proper handling, storage and distribution of UHT milk of all varieties available, Elecster milk , Dairy Whitener, Ghee & other long shelf life milk products in good condition to the designated distributor's points. The distributor's claim of leakage or damages of products at the distributor point delivery shall be addressed by the super distributor.
- (v) The sales target for super distributors shall be fixed by the COMFED/ units of COMFED and super distributors should achieve the targets fixed by COMFED. If the super distributor fails to achieve the target, COMFED may in discretion to terminate the agreement. The assessment of achievement of target or performance of the super distributor is one of the factors to renew the agreement.

- (vi) The super distributor shall deploy adequate number of vehicles sufficient to distribute the indented quantity of long shelf life products for the agreed period for each zone, without delay/ interruptions/ hindrances and in good condition.
- (vii) The super distributor shall deploy adequate and eligible persons for distribution work along with valid papers i.e. Registration and insurances of vehicles and driver's licenses.
- (viii) The super distributor shall ensure that the drivers/ attendants of the vehicles shall be on the role and services of the super distributor and they shall be paid wages and other benefits as per the prevailing Acts/ Statutory requirements. The super distributor only shall entertain all liabilities or claim of driver/ attendant deployed for distribution.
- (ix) The drivers / attendants deployed on the vehicle shall require conducting their duties in a disciplined/ orderly manner, failing which the unit of COMFED shall have the right to request the super distributor to replace such personnel with immediate effect
- (x) The super distributor shall abide by the operational modalities, timings and security norms of the COMFED/units of COMFED during the period of the agreement.
- (xi) The super distributor will stock goods with proper inventory and shall keep stock register and other such books of account as prescribed by law and provide sale or any other report whenever it is required and asked by COMFED.
- (xii) The super distributor shall ensure proper insurance coverage for the materials after taking delivery from unit of COMFED against theft, pilferage, riots, fire, etc. In any case, COMFED is not liable for any loss / damages/ theft after handing over the products.
- (xiii) The Super Distributor shall have in his office telephone, computer and other facilities for easy contact and communication between the COMFED/ units of COMFED and the super distributor during operational hours.
- (xiv) That the every distributor shall be allowed to check his supply for leakage/damage. The Super Distributor will in exchange of leaked /damaged product given to the distributor with equal number of good pouches/products without any disagreement or argument.
- (xv) The Super Distributor shall in no case or under any circumstances assign delegate or sublet this contract to any other agencies or persons.
- (xvi) The Super Distributor is required to furnish the distributor wise sales report to unit of COMFED.
- (xvii) The Super Distributor will maintain storage arrangement at his own expense for the purpose of storage of Dairy produce in hygienic condition as specified by the unit of COMFED and / or Municipal or health laws enforce from time to time. The Super Distributor will also obtain Health trade license from the concerned authorities for sale of these milk products at his own cost in his own name and complete all other formalities which may be required for this work.
- (xviii) Super distributor shall keep products of COMFED for further sale in his premises approved by the COMFED, which shall be kept clean and shall also comply with the statutory requirements connection with or concerning the sale of products. In case of violation of this clause, the COMFED shall have the right to terminate the agreement forthwith.
- (xix) Any loss/ expenses due to expiry of licenses, registration, overloading, acts and omissions of the persons deployed in distribution shall be at super distributor's risk and the super distributor agrees to indemnify to the COMFED for any such losses/ expenses.

**12. COMFED's Rights and Obligations :- The COMFED agrees to undertake the following obligations :-**

- a) COMFED shall sell UHT milk of all varieties available, Elecster milk , Dairy Whitener, Ghee & other long shelf life milk products in the brand name of "Sudha" at the super distributor's rate (Ex-Plant dairy), fixed by COMFED from time to time and the super distributor in turn shall supply the products to distributor point in their designated area on the distributor's price on F.O.R basis.
- b) COMFED shall have liberty to introduce new products & COMFED may ask super distributor to distribute the products through existing arrangement to distribution or alternatively COMFED may appoint separate super distributor for the new products, the decision of sale through alternative channel is not challengeable.
- c) COMFED shall have the right to inspect the office premises of their super distributor, including books of accounts, inventory/ stock register from time to time and also have the right to inspect the distribution vehicles and supply points of the Super Distributor at any time to ensure the quality/ quantity of products supply operations and for necessary to adhere to the agreed terms and conditions.
- d) COMFED shall ask super distributor to redress the complaints and queries of the distributor and consumers through established mechanism and may ask super distributor to submit the compliance sheet from time to time.
- e) COMFED reserves the right to modify, amend and allot the super distribution territory or transport matrix and delivery point before and or after commencement of business operations if it is in the business interest of COMFED and or with a view to facilitate the distribution of products in smooth way.
- f) COMFED shall be at liberty to cancel the offer of assignment if the bidder fails to make security deposit, arrange proper storage space, deployment of vehicles and readiness of distribution and execution of agreement as stipulated in terms of offer and to assign to other interested bidder.
- g) COMFED shall be at liberty to alter, modify and amend the above terms and conditions and/or new clauses shall be added through an amendment and same shall be intimated to the Super Distributor which will be considered part of the agreement.
- h) COMFED shall be at liberty to cancel the assignment or terminate the agreement or impose the penalty as per the termination and or **penalty clause** of this tender.
- i) The security deposit of Rs. 2.00 lakhs will be liable to forfeit in case of breach of agreement.
- j) COMFED may make a claim seeking indemnification for any loss or claim arising due to actions taken by the super distributor during the currency of the agreement.

**13. No third party agent**

Super distributor shall not sell/licence the COMFED's products through third parties (other than the distributor of their designated territory) without the written consent of COMFED.

It is made absolutely clear here that this agreement is a commercial agreement and not one of the employment and the Super Distributor shall not be selling COMFED's products as its agent, servant, employee or in any other capacity but he will be doing so on his own behalf and as the owner of said milk & milk products . The Super Distributor shall therefore not be entitled to right, privileges, and benefits etc in respect of COMFED's employment rule and shall not dispute the service or agent related issue in any court of law.

**14. Force Measures:-**

- (i) If a Force Majeure situation arises, the super distributor shall promptly notify the COMFED in writing of such conditions and the cause thereof. Unless otherwise directed by the COMFED in writing, the super distributor shall continue to perform its obligations under the work order/agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (ii) For purposes of this Clause, "Force Majeure" means an event beyond the control of the super distributor and not involving the super distributor's fault or negligence and not foreseeable. Such events may included, but are not limited to, acts of the COMFED either in its sovereign or contractual capacity, wars or revolutions, civil common strikes, accident, wind flood, fires, floods, epidemics, non availability of diesel, petrol and oil, earthquakes or because of any law and order, proclamations, quarantine restrictions and freight embargoes, regulation or ordinance of any Government or or any act of God and for any other cause whether of similar or dissimilar nature beyond the control of the parties affected.

**15. Disputes & Jurisdiction**

That any dispute, differences if any arise between the parties to this agreement in relation to this contract and its terms and conditions and all questions and matters pertaining to interpretation of the terms and conditions of this agreement shall be mutually resolved and in case of non-resolution, it may be referred to the arbitrator(s) for arbitration proceedings under the provisions of the arbitration and conciliation ordinance 1996 and the decision of arbitrator(s) shall be binding on both the parties.

For the purpose of dealing with any legal issues arising out of this agreement the legal jurisdiction shall be with the relevant court at Patna.

Read & accepted

Signature of the  
bidder

Seal