



**NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDERATION OF INDIA LTD.**
Head Off: Siddhartha Enclave, Ashram Chowk,
Ring Road, New Delhi-110014
Phones: EPABX- 26340019 (8 Lines)
Website: www.NAFED-india.com

Terms & Conditions for auction to be held on 21/08/17 for milling, packaging, and supply of Dal Urd Crd to Army on behalf of NAFED

MD, NAFED, INSTITUTIONAL SUPPLIES SECTION invites financial bids for e-auction, to be held on 21/08/17 at 5:00 pm - 5:30 pm, from the millers empaneled with NAFED to process and supply the Dal Urd Crd to Army on behalf of NAFED. The terms & conditions may be downloaded from NAFED's website www.nafed-india.com. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof. The link for online bidding is <https://www.nafed.agribazaar.com> and the login details are Username – Registered Mobile Number (RMN); password through OTP.

CONTRACT NOTE

TABLE 1: Contract Details

| | |
|--|---|
| Auction ID | 153 |
| Dal to be supplied | Dal Urd Crd |
| Date of issue of RFP | 14-08-2017 |
| Last date of EMD submission | 21-08-2017 |
| Date of online submission of bids | 21-08-2017 at 17:00- 17:30 |
| Order quantity | 700MT (Part 1- 400 MT; Part 2 – 300 MT) |
| Last date of offer of stock* | Part 1 – 15 th September 2017 Part 2 – 30 th September 2017 |
| Delivery location | As per Army Delivery Instructions to be shared with successful miller after acceptance of stock |
| Last date of delivery | 30 days from date of issue of Delivery Instructions by Indian Army |
| Quality Specification | Shall confirm Quality Specs attached as Annexure C |
| Estimated contract value | Rs. 73,577,000/- |
| EMD Value <i>(2% of contract value)</i> | Rs. 1,471,540/- |
| Performance Guarantee Option 1: (112% of contract value) Option 2: (12% of contract value) | Option 1: Rs. 82,406,240/- Option 2: Rs. 8,829,240/- |

*Refer to clause 5 of this contract

TABLE 2: The details of the Urd stock offered by NAFED to be processed as Dal Urd Crd

| Options Available (Select only 1) | Name of the warehouse | Location | State | Net weight (in MT) |
|--------------------------------------|-----------------------|-----------|-------------|-----------------------|
| Option 1 | MSWC | Dharmabad | Maharashtra | 933 |
| Option 2 | RSWC | Gulabpura | Rajasthan | 933 |
| Option 3 | MPWLC | Neemuch | M.P. | 933 |

GENERAL TERMS & CONDITIONS

1. Eligibility condition

Online bids are invited from millers meeting following eligibility criteria

- 1.1. The miller should be empanelled with NAFED, on or before the bid submission date, for supply of processed pulses to Indian Army, CPMF and other Government Institutions
- 1.2. The miller should have a minimum milling capacity of 60 MT per day (in case of multiple units, the capacity of all units put together should be minimum 60 MT per day)
- 1.3. The milling unit of the miller and/or allied facilities including storage godowns owned or leased by the miller must meet the laid down technical parameters as per FSSAI and standards mentioned in the Appendix H of Defence Food Specifications 2016, attached with this document. The successful miller shall provide a self-declaration confirming that its milling unit adhering to these standards along with the Security Deposit
- 1.4. The milling unit of the miller and/or allied facilities including storage godowns owned or leased by the miller must meet the hygiene parameters as per norms laid down in the Appendix H of ANNEXURE C of Defence Food Specifications 2016, attached with this document. The successful miller shall provide a self-declaration confirming that its milling unit adhering to these standards along with the Security Deposit.
- 1.5. All the employees of the milling unit should be protected against communicable diseases with preventive inoculation/vaccination. The successful miller shall provide a self-declaration confirming that its milling unit adhering to health of employee along with the Security Deposit.

2. Quality Parameters of Pulses to be delivered

- 2.1. Supplies shall conform to the relevant Defence Food specifications (ANNEXURE C)
- 2.2. The quality parameters other than those parameters mentioned in point 2.1 above shall be in accordance with the specifications indicated in the Food Safety and Standards Act, 2006 and rules framed thereunder from time to time and free from common deleterious matter. Supplies should be free from any added color and adulteration.
- 2.3. The Millers will be solely responsible for consequences for any violation of the Food Safety and Standards Act, 2006 and rules framed thereunder from time to time.

3. Details of raw material offered by NAFED for milling

- 3.1. The details of the stock offered by NAFED for processing is given in TABLE 2 of Contract note.
- 3.2. The raw material is located in multiple states and so multiple options of stock is given to millers. The successful miller can choose any one option only of given options. In no case, any miller will be allowed to choose partial stock from multiple options.
- 3.3. The stock details mentioned above are the stock earmarked against delivery of milled **dal** for this particular contract. The actual quantity of the stock to be lifted would be specified in the release order issued by NAFED and would be based on the outturn ratio offered by the successful bidder.
- 3.4. The miller will be responsible for lifting the unprocessed pulses from NAFED specified warehouses and transport (which includes handling, transportation, transit insurance, loading/unloading etc.) to its milling unit.
- 3.5. The miller may select any of the options listed below to take delivery of processed **dal** stock
 - 3.5.1. **Option 1:** Lifting of stock against Performance Guarantee equivalent to 112% of the Contract Value.
 - 3.5.2. **Option 2:** Lifting of stock after satisfactory supply of the 100% tendered pulses by the successful Miller within the stipulated time delivery and submission of bills with relevant

documents to the branch manager of the concerned branch of NAFED. Millers opting for this option will have to submit Performance Guarantee equivalent to 12% of the Contract Value.

3.6. The Miller may pre-inspect the NAFED stocks, at its own cost, before submission of the bids.

4. Processing, Packaging & labeling

- 4.1. Pulses to be supplied to the Army shall be processed in the state-of-the-art Pulses Processing Mills/Units as per FSSAI Standards. The pulses shall be processed in hygienic conditions following food standards approved by the Government. The factors like clean floor, adequate light and ventilation, protection from fly/rodent/pest/bird proofing, potable water, proper disposal of wastes and safety will be ensured by millers.
- 4.2. The packaging of the pulses and marking on the bags to be supplied shall be strictly as per the norms laid down in the ANNEXURE C: Defence Food Specifications 2016, attached with this document.
- 4.3. The pulses shall be supplied in either 20 Kgs or 50 Kgs pack size. The specifications of packing material for 50 Kgs packing is mentioned in ANNEXURE C: Defence Food Specifications 2016. The specifications for 20 Kgs packing shall be shared subsequently with successful millers.
- 4.4. If any variance to DFS is found, in the packing material offered at the time of inspection, Miller will be given one opportunity to rectify the same. If the Miller fails to do so, such stock will be liable to be rejected in situ.
- 4.5. The markings on the packing material must be accurate. Old used/unused packing material having previous markings that are totally different from the present issued packing details, if found, then such stock will be rejected in situ.

5. Offer of stock

5.1. The stocks will be offered (tendered) by the miller within 15 days from date of award of contract by NAFED. The stocks shall be tendered at godown of miller as per details in clause 5.2 of this contract. The stocks will not be deemed to have been tendered/ offered in case the actual quantity of stock ready for inspection is not stacked properly to facilitate inspection or the quantity is less than the contracted quantity.

5.2. Warehouse bipartite/tripartite agreement with NAFED

5.2.1. The Miller will stock the processed **Dal** stock in owned/leased warehouse. The warehouse can be within the Milling unit but the same shall be properly segregated

5.2.2. The Miller will enter into bipartite (owned warehouse) or tripartite (leased warehouse) agreement with NAFED.

5.2.3. The warehouse/godown shall be exclusively for Defence supplies and shall fulfill the following requirements

- a) Cement concrete flooring, plastered walls and well ventilated
- b) Pilfer proof, bird proof and rodent proof
- c) Proper lighting facilities and trestles
- d) In case it is not possible to offer stocks in exclusive godowns, stocks tendered for Defense shall be segregated from other stocks with sufficient working space and the godown shall be secured by suitably cordoning with iron/wire caging.

5.2.4. The stock will be under joint lock & keys arrangement and the keys of the NAFED shall be handed over to the authorized representative of NAFED after the withdrawal of samples by the Inspecting Officer.

5.2.5. The cost of warehouse rent, preservation, handling at warehouse, insurance, security and all other related cost of stock management will be borne by the miller.

5.3. Stacking in warehouse

- 5.3.1.1. The stock of processed **dal** to be stored in the warehouse owned by the miller or leased by Miller for a minimum duration of 3 months from date of offer of stock.
- 5.3.1.2. The stock shall have 2 feet clear moving space all around to facilitate the access to the stack for proper sampling and shall have adequate dunnage underneath
- 5.3.1.3. The stacking of the **dal** shall be in accordance with the batches and the dates of manufacture
- 5.3.1.4. After bulk Inspection has been carried out, Miller will ensure that all lots are restacked as proper stacks

6. Assaying & Testing

- 6.1. The Miller will intimate NAFED about readiness of the processed dal stock for inspection and sampling within 2 days from the date of packing. Miller shall satisfy itself, that the pulses stocks are in accordance with the terms and conditions of this contract and fully conform to the required specifications as specified as per relevant annexure
- 6.2. Miller shall offer the stocks to NAFED as Offering Letter (sample to be shared at later stage) incorporating the following details
 - i. Acceptance of Tender No. and Date
 - ii. Commodity
 - iii. Quantity (indicating no. of packs, no. of units in a pack and the unit weight)
 - iv. Date of tendering (offering stock for assaying)
 - v. Batch/Lot No.
 - vi. Month of Pkg.
 - vii. Warranty Period
 - viii. Godown No. or Place of Storage
 - ix. Type of Packing Used
 - x. Certify that stocks are of uniform grade and free from live infestation
- 6.3. The date of inspection shall not be later than 10 working days after the said communication.
- 6.4. Inspection Authority: The Inspection of processed stock will be jointly carried out by Bulk Inspecting Officer (BIO) which can be DGST (Director General Supplies and Transport, New Delhi or an officer on his behalf i.e. either Commanding Officer, Composite Food Laboratory concerned or an officer acting for him in presence of authorized NAFED representative.
- 6.5. 100% bulk inspection and 10% sampling by random method will be carried out by BIO. The Lot size of tendered stocks will be 30 MT, however the last lot tendered may contain balance contracted quantity.
- 6.6. Three representative samples will be taken from the lots. Quantum of sample will be
 - i. Original: 2x2 Kg (will be sent to Composite Food Laboratory)
 - ii. Duplicate: 1x2 Kg (will be handed to NAFED authorized representative)
 - iii. Triplicate: 1x2 Kg (will be retained by BIO)
- 6.7. After bulk inspection has been carried out by BIO, it will be ensured that all the lots are restacked as proper stacks
- 6.8. After completion of inspection the inspected stack will be cordoned off and sealed with lac seal of BIO (bulk Inspection officer). A stack card will be pasted on the stack (format to be shared at later stage)
- 6.9. The stocks after inspection and up to the time of dispatch shall remain under the joint lock and seal with miller and NAFED. Miller shall have no objection for surprise checks on the stocks being carried out by representatives of NAFED. The safety of the stock will be the responsibility of Miller

- 6.10. The samples will be tested by assaying agency and test reports will be made available to Miller and NAFED within 7 working days of sampling.
- 6.11. In case the inspected stock seal is found to be tampered or broken re-inspection will be carried out and the cost of re-inspection and other administrative expenses will be borne by the Miller.
- 6.12. If the samples are not found conforming to the relevant Defence Food Specifications complete lot of supply will be rejected by NAFED/ Army.
- 6.13. The rejected consignment will lie at the godown/Supply Depot at the risk and expense of Miller
- 6.14. The miller shall not charge or be paid for rejected supplies as above, and such supplies shall be removed by miller at their own expense within 10 days of date of rejection orders. The miller will be allowed to remove rejected supply only after they have supplied replacement as per condition of this contract against rejected supply.
- 6.15. The miller shall neither claim nor be entitled to payment for any damages that rejected supplies may suffer for cutting, tearing or any other harm incidental to a full proper examination and test of such supplies.

7. Delivery process

- 7.1. The consignment has to be delivered as per the timelines specified in the Delivery Instructions from Army/NAFED. The delivery period will depend on the date of issue of Delivery Instructions.
- 7.2. Miller shall be required to supply the total quantity of pulses as intimated by the NAFED/ Army in supply order within the delivery period stipulated in the said Supply order.
- 7.3. The stock will be dispatched by Miller by Road Transport only, up to the warehouse of designated Army supply depot as given in the Delivery Instructions on freight paid basis.
- 7.4. The Truck/Lorry carrying the stock will be sealed by the Dispatching Board of Officers of CFL/ Integrated Headquarter of Ministry of Defence (Army) to prevent any pilferage/shifting of original accepted stock en-route. Details of such sealing of the truck/container along with the sealed impressions, will form part of dispatch documents. Miller should ensure that the stocks during dispatch are protected from rain and other vagaries of the weather.
- 7.5. At the time of dispatch two additional sealed stock sample will be drawn and dispatched by Dispatching Board of Officers of CFL
- 7.6. On receipt of processed dal at supply depot, the OC supply depot/his authorized representative will draw a sample of stocks, which will be analyzed and a verdict will be rendered. Post the receipt of "FIT" verdict stocks will be taken on charge at the supply depot. In case of UNFIT verdict, the procedure enumerated in sub clause **7.6.1** and **7.6.2** will be complied with: -
 - 7.6.1. All rejected consignment will lie at the depot at the risk and expense of the miller and NAFED/Army will not be responsible for any loss or damage caused whatsoever
 - 7.6.2. NAFED/Army shall be entitled to retain the rejected consignment until they have been replaced by the Miller with supplies of accepted quality and/or amounts due from him on account of penalties due to breach of contractual obligations.
- 7.7. Only cost of transportation of stocks from Miller's warehouse to the designated Supply Depots will be reimbursed as per 'Transport Rates' specified by Army and enclosed as Annexure B.
- 7.8. Miller shall take adequate precautions to prevent damage or deterioration to dal during storage/transportation.
- 7.9. Miller shall be responsible and liable for any shortage, damages or deterioration to the consignment for delivered pulses in transit if the same is to be carried in their own or contractor's trucks / Lorries to the destination.
- 7.10. **Delayed Dispatch:** The responsibility for safe and speedy dispatch in the exact quantity by road as indicated in the Dispatch Instructions will be that of Miller under the supervision of the representative of NAFED/ Composite Food Laboratories. All the dispatches will be completed

within 30 working days from date of issue of Dispatch Instructions beyond which Liquidated Damage will be levied. Beyond 30 days, the un-dispatched quantity would be re-inspected and upon getting a favorable verdict only the processed dal stock will be dispatched. The cost of re-inspection and other administrative charges will be borne by the Miller.

- 7.11. In case Miller fails to complete his contractual obligations within the original Delivery Period (DP), an extension of delivery period will be automatically granted from the next day of the last day of termination of original DP with applicability of 2% liquidated damage (LD) charges for every week or part thereof for failure/delay.
- 7.12. NAFED reserves the right to cancel this contract in case the Dal is not supplied within the actual delivery period and auto extended delivery period of 30 days.

8. Warranty

- 8.1. Miller warrants that the pulses supplied under the contract conform to Defence Food Specification prescribed and shall perform according to the said Defence Food Specification in any climate and under all conditions of storage and movement in India.
- 8.2. Miller warrants for a period of warranty as prescribed (the warranty period of the item is as given in the Defence Food specification annexed) from the next month from the date of tendering of stores, that the goods/stores supplied under the contract shall be free from all types of defects.
- 8.3. If within the period of warranty, the goods are reported by NAFED/Army to have failed to perform as per the specifications, Miller shall replace the same free of charge within a maximum period of 45 days from the date of issue of notification letter is dispatched for such defect by the Army, failing which the stores will be destroyed in situ at miller's risk and cost by a station board of Officer. No DP extensions for the purpose shall be allowed.
- 8.4. In the event of the supplies or part of it having been declared by the Army as not meeting the Defence Food Specification, NAFED/ Army will have the right to dispose of the condemned stock in any way after giving due notice to the Miller as described in clause 8.3 above. NAFED/Army at its discretion either allow the Miller to replace the condemned stock within a specified period or to recover from the Miller the price thereof together with all incidental and freight charges incurred from place of delivery to the place where the supplies were ultimately condemned. The opinion of NAFED/ Army in regard to these charges will be final.
- 8.5. Miller will have to refund to NAFED/Army any claim under the warranty clause and other claim(s) that may arise out or under this agreement as soon as a demand to that effect is made by NAFED/Army failing which such claims will be recovered by adjustment of against the performance security deposit. If the security deposit is not sufficient to cover the full amount recoverable, Miller shall pay the remaining balance due to the NAFED on demand. The performance security shall be withheld by NAFED till the expiry of the warranty period relating to final supplies.
- 8.6. Gone bad within warranty
 - 8.6.1. Once the stocks are accepted for supply, the stocks are dispatched to various depots and stocked/issued to troops for consumption. During the warranty period, when the stock fails to meet the quality parameters as per DFS, the stock is declared as "Gone bad within warranty period". Such stocks shall be segregated at the supply depot and Miller shall lift the stock from locations where they are stored at that time within 45 days of date of issue of notification letter at his own cost, failing which the stock shall be destroyed by the Army. It shall be sole responsibility of the Miller to lift such stocks declared gone bad within warranty within the stipulated time.
 - 8.6.2. Such stocks which are stored in forward depots/units from where it cannot be retrieved for handing over to Miller, shall be destroyed by the Army

8.6.3. In accordance with the warranty clause, Miller shall refund cost of quantity gone bad including Sales tax, excise duty and all the incidental charges including transportation charges, if any, paid for the same quantity within 15 days from date of issue of communication letter to the Miller

8.6.4. This shall be without prejudice to the rights and remedies available to NAFED under the terms and conditions of the contract if awarded and any other rights which are fully reserved.

9. Tolerance Clause

9.1. NAFED reserves the right to increase or decrease the quantity of the required pulses upto 10% limit without any change in the terms and conditions and prices as promulgated. While awarding the contract, the quantity ordered can be increased or decreased by NAFED within this Tolerance limit.

9.2. The variation in supplies may be accepted with the approval of NAFED, subject to the value of such excess/short supplies not exceeding 5% of the original value of the contract.

10. Documentation and payment

10.1. All reimbursements against the expenses made by miller towards the transportation of processed pulses to Army Supply Depots will be made on submission of the documents specified in clause 10.2 below and will be subject to receipt of payment by NAFED from Army for the concerned quantity supplied.

10.2. The miller shall submit the following documents to the Branch Manager of the concerned branch of NAFED:

10.2.1. Ink signed Dispatch Advice-cum-Issue and Receipt Vouchers (DAIRV)/ Credit Receipt Vouchers by consignee Supply Depot.

10.2.2. Ink signed copy of Financial Document Miscellaneous FDM-58, in duplicate

10.2.3. Claim for statutory and other levies to be supported with requisite documents/proof of payment.

10.2.4. Exemption certificate for Excise duty/ Customs duty, if applicable.

10.2.5. Item Warranty/ Guarantee certificate as per format to be shared at later stage

10.2.6. Details for electronic payment viz. Account holder's name, Bank Name, Branch Name and address, account type, account number, IFSC code

10.2.7. Copy of No 1 or No 2 and Copy of No 3 of DAIRV's

11. Submission of bids

11.1. The millers shall submit the bids online through nafed.agrizazaar.com as per the bidding schedule specified above.

11.2. The miller has to bid for outturn ratio (weight to weight % of processed pulses miller shall deliver at delivery point per unit of raw material provided by NAFED to the miller).

11.3. The miller shall submit bid taking into account the cost of handling & transportation of raw pulses, processing charges, packaging charges, assaying charges, cost of warehousing & preservation of processed stock, octroi, taxes and levies etc except transportation charges upto Army delivery point. The cost of transportation of stocks from Miller's warehouse to the designated Supply Depots will be reimbursed as per 'Transport Rates' specified by Army and enclosed as Annexure B

11.4. The Bid submitted by the successful Miller shall be valid for a period of 30 days from the date of auction.

- 11.5. The successful bidder shall submit the relevant documents to establish its eligibility as per section 1 of this contract within 2 days of bidding date, failing which the bids of the successful bidder shall be rejected by NAFED.
- 11.6. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.

12. EMD and Performance Guarantee

- 12.1. The Miller must deposit EMD before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to non-fulfillment or not meeting the conditions attached to the bid, shall be returned immediately on closure of bidding.
- 12.2. EMD of the Successful Miller would be retained by NAFED and will be refunded within 07 days after submission of Performance Guarantee by the Miller to NAFED. The successful miller may opt to convert the EMD amount to required Performance Guarantee and submit additional performance guarantee of the balance amount.
- 12.3. Performance Guarantee for Option1:
 - 12.3.1. The successful miller will have to submit Performance Guarantee of 112% of the contract amount to NAFED either in form of Bank Guarantee or FD (lien marked to NAFED) or Demand Draft from any nationalized bank or through NEFT/RTGS to NAFED.
 - 12.3.2. The miller may offer NAFED to retain 2% EMD submitted at time of bid submission as Performance Guarantee or provide additional Performance Guarantee of 110% of the contract amount to NAFED either in form of Bank Guarantee or FD (lien marked to NAFED) or Demand Draft from any nationalized bank or through NEFT/RTGS to NAFED.
 - 12.3.3. The Performance Guarantee submitted by Miller shall be returned upon satisfactory supply of the tendered pulses to all concerned Army Delivery Depots by the successful Miller within the stipulated time and submission of supporting documents to the branch manager of the concerned branch of NAFED.
- 12.4. Performance Guarantee for Option 2:
 - 12.4.1. The successful miller will have to submit Performance Guarantee of 12% of the contract amount to NAFED either in form of Bank Guarantee or FD (lien marked to NAFED) or Demand Draft from any nationalized bank or through NEFT/RTGS to NAFED.
 - 12.4.2. The miller may offer NAFED to retain 2% EMD submitted at time of bid submission as Performance Guarantee or provide additional Performance Guarantee of 10% of the contract amount to NAFED either in form of Bank Guarantee or FD (lien marked to NAFED) or Demand Draft from any nationalized bank or through NEFT/RTGS to NAFED.
 - 12.4.3. The Performance Guarantee submitted by Miller shall be returned upon satisfactory supply of the tendered pulses to all concerned Army Delivery Depots by the successful Miller within the stipulated time and submission of supporting documents to the branch manager of the concerned branch of NAFED.
- 12.5. The Performance Guarantee must be submitted to NAFED in original within 7 days of acceptance & approval of bid for the contract to the miller.
- 12.6. The Bank Guarantee to be submitted to NAFED should be issued as per the appended Annexure C attached in Corrigendum and should be valid up to **90 (ninety) days beyond the expiry date of warranty period.**
- 12.7. The Performance Guarantee submitted by the miller shall be returned after successful completion of the contract. The contract will be treated as completed on completion of delivery as per the AT note of Army and on expiry of warranty period or on termination/ cancellation of contract whichever is later.
- 12.8. Any shortfall in quantity demanded will amount to violation of the contract and result in forfeiture of Performance Bank Guarantee in full.

13. Penalty & LD clauses

- 13.1. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of Performance Guarantee.

- 13.2. Failure to keep up with the Delivery schedule will result in penalty of 0.5% of contract price of the delayed/undelivered stock for every week subject to maximum value being not higher than 10% of the value of untendered stocks
- 13.3. In case of non-supply of stocks within the specified time limits as per contract, the NAFED will be at liberty to arrange the item from other alternative sources and recover the difference of cost from the miller who has defaulted.
 - 13.3.1. In case if the miller fails to complete the supplies in time as per indent, the NAFED reserves the right to cancel the order for non-supplied quantity, mentioned in the contract and proceed with arranging the same from alternate sources.
 - 13.3.2. The difference in cost if any, for arrangement of contracted pulses from the above alternative sources will be recovered from the defaulted miller.
 - 13.3.3. EMD will be forfeited and NAFED may also proceed with blacklisting of the miller depending on the gravity of the situation. Black listing will be for a period of three years from the date of said order and the miller will be barred from participating in any tender of NAFED for that period.
- 13.4. Penalty for Minor Defects in Packing and Moving
 - 13.4.1. If the stock tendered by the miller fails to meet the quality parameters laid down in the relevant DFS with respect to the packaging and marking, Price Reduction (PR) will be levied. The rate of PR shall be decided by authorized officer of the NAFED/ Army.

14. Acceptance of terms and conditions

- 14.1. By submitting the tender fees and/or EMD, the miller confirms that the miller has read and agrees to all the terms and conditions mentioned in this contract as well as the empanelment agreement provided by NAFED on its website along with all the corrigendum / addendum thereof.
- 14.2. The successful miller shall submit a stamped and signed copy of this document in original along with the Security Deposit to the Branch Manager of the concerned branch of NAFED.

To be printed and submitted on letter head

SELF DECLARATION

To,
Managing Director,
NAFED, HO,
Siddhartha Enclave, Ashram Chowk,
Ring Road, New Delhi-14

Date: DD/MM/YY

Subject: Self declaration conforming minimum eligibility as mentioned in terms and conditions of auction no. _____ of dal _____

I/We _____, hereby declare that the milling unit and/or allied facilities including storage godowns owned or leased conforms

- a) Technical parameters as per FSSAI and standards mentioned in the Appendix H of Defence Food Specifications 2016, attached the terms and conditions of the contract.
- b) Hygiene parameters as per norms laid down in the Appendix H of Defence Food Specifications 2016, attached the terms and conditions of the contract.
- c) All the employees of the milling unit are protected against communicable diseases with preventive inoculation/vaccination.

I hereby take responsibility of above declaration and affirm that in case the declaration is found to be untrue in future, I am aware that I would be blacklisted for any further participation in bidding and my empanelment will be terminated.

Sincerely,
Thanking you.

(Seal and Sign)

Name of authorized signatory
Designation

To be printed and submitted on letter head

ACCEPTANCE LETTER

To
Managing Director
NAFED
NAFED House, Siddartha Enclave,
Ashram Chowk, New Delhi-14

Subject: Acceptance of terms and conditions, options selected of performance guarantee and raw material

Dear Sir,

I/we <Name of authorized signatory>, <Name of mill> hereby confirm that I/we accept all the terms and conditions of this contract <auction ID> and my choices will be as follows:

- a) I/we will submit Performance Guarantee as per Option ____, whereby I/we will submit BG/FD/NEFT of Rs. _____.
- b) I/we would like the EMD amount of Rs. _____, submitted towards participation in the auction to be refunded / adjusted towards balance security amount of 2%.
- c) For lifting of raw material, I/we would prefer Option No. ____ of multiple options provided to us in TABLE 2 of contract note.

I/we understand that any deviation from the confirmation of choices will not be entertained by NAFED under any circumstance and I/we shall abide by them.

I/we herein attach a copy of signed and stamped terms and conditions and self-declaration along with this acceptance letter.

Thanking you!
Sincerely,

(Seal and Sign)

Name of authorized signatory
Designation

SECRETARIAT
OF
THE TECHNICAL STANDARDISATION COMMITTEE (FOOD STUFFS)
(DIRECTORATE GENERAL OF SUPPLIES AND TRANSPORT)
DEFENCE FOOD SPECIFICATIONS-2016
SPECIFICATION NO 48-F : DAL URD

Quality

1. Dal Urd shall consist of split seeds of pulses (Phaseolus mungo). It shall be in the form of split pea shaped beans of black or brownish black colour, the split side of which will be white in appearance. It shall not be subjected to any kind of polishing.
2. Dal Urd shall be of current season's crop and shall be sound, clean, sweet and wholesome and free from lumps. Dal Urd shall also be free from moulds, living insects, obnoxious smell, discolouration and admixture of deleterious substances and all other impurities except to the extent indicated in para 11 below.
3. Dal Urd shall be in sound merchantable condition and should have good cooking quality.

Packaging

4. a) The Dal Urd shall be packed in light weight 50 Kg Jute Bags as per Bureau of Indian Standards specification No IS: 16186:2014 for Testing and Quality check. The bags will conform to the following dimensions: -

| S.No. | Characteristic | Requirement | Tolerance |
|--------------|---|--------------------|------------------------------------|
| (i) | Outside length (cms) | 94 | + 4 cms. |
| (ii) | Outside Width (cms) | 57 | + 4 cms. |
| (iii) | Ends per dm (Nos) | 64 | +4 / -3 |
| (iv) | Picks per dm (Nos) | 28 | ± 2 |
| (v) | Corrected mass (in gms) | 580 | + 8 percent / -6 percent. |
| (vi) | Average breaking strength | | As per the above IS specification. |
| (vii) | Average scam strength | | As per the above IS specification. |
| (viii) | Max Moisture Regain Percentage | | 22 Percent |
| (ix) | Max oil content on dry decoiled material basis percentage | | 03 percent |

b) The mouth of each bag will be will be double machine stitched with a suitable thread.

c) Each Bag shall contain 50 Kgs nett of Dal Urd with permissible variance inline with The Legal Metrology (Packaged Commodities) Acts, 2009 and Rules 2011.

Marking

5. The following particulars shall be stencilled on one side of each bag: -
 - (a) Description of contents (In 5.0 to 6.0 cm characters).
 - (b) Nett weight.
 - (c) Month of packing.
 - (d) Lot No.
 - (e) Name of supplier.
 - (f) Station of despatch.
 - (g) Warranty expiry date.
 - (h) AT No and date.
 - (i) Green Logo

Warranty

6. In accordance with special warranty clause as per Appendix 'B' to this specification, the warranty period shall be six months.

Hygiene

7. The dal shall be cleaned and bagged in premises maintained in a hygienic condition which shall be open to inspection at any time by a competent authority approved by the Quartermaster General and the Director General of Medical Services. The basic hygiene requirements in a factory supplying products to the Defence Forces shall be in accordance with Appendix 'H'
8. In addition, all machinery including associated conveyors and spouts shall be maintained in a clean condition and free from insect infestation. The routine cleaning carried out by the Agent/Contractor shall be supplemented at intervals by the employment of special disinfestation and cleaning measures such as may be prescribed by the Director General of Supplies and Transport, QMG's Branch.

Inspection

9. An inspection shall be carried out by the Director General of Supplies and Transport, or an officer acting on his behalf, on all supplies tendered for acceptance. The decision of this officer shall be final.
10. The definitions of the various items of refractions are given in the attached Appendix 'A'.
11. The Dal Urd shall conform to the following analysis: -

(a) Essential Parameters

- | | | |
|-------|--|-------------------------------|
| (i) | Moisture content | Moisture shall not exceed 12% |
| (ii) | Foreign Material | |
| | (aa) Organic | Not more than 0.5% |
| | (ab) Inorganic | Not more than 0.1% |
| (iii) | Ad mixture | 1% |
| | (aa) Unhusked whole and split | 0.5% |
| | (ab) Whole Husked | 0.5% |
| (iv) | Damaged and discoloured | Not more than 1% |
| (v) | Weevilled grains(incl. egg spotted grains) | Not more than 1% |
| (vi) | Total sound grains | Not less than 95% |

(b) Other Refractions

- | | | |
|-------|-------------------------|--------------------|
| (i) | Slightly touched grains | Not more than 3% |
| (ii) | Broken grains | Not more than 3% |
| (iii) | Fragments | Not more than 1.5% |

(c) The total residual sound grains post deduction of other refractions will not be less than 88% of total sound grains, as given in para 11(a)

(d) Miscellaneous Mandatory Parameters

| | | |
|-------|--|-------------------------------|
| (i) | Kesari peas/Akra | Nil |
| (ii) | Spoilage by insects & rodents(Uric acid content) | Not more than 100mg/kg |
| (iii) | Insectide residue | As per FSSAI rules |
| (iv) | Rodent hair & excreta | Nil |
| (v) | Aflatoxin | Not more than 30 microgram/kg |

Method of Analysis

12. The moisture and uric acid content shall be determined as per methods given in BIS Specification Nos IS: 4333 (Part II) - 1967 and IS: 4333 (Part V) – 1970 respectively.

Mandatory Requirements Of FSSAI/BIS

13. All mandatory requirements of FSSAI/BIS, as amended from time to time, pertaining to the above Specification such as marking of BIS certification mark for container/contents. Best Before_ , coloured symbol for declaring vegetarian and non-vegetarian food etc on packs shall be complied with.

APPENDIX ' A ' TO SPECIFICATION NO 48-F FOR DAL URD - 2016

The following definitions shall apply to the different terms used in the specification: -

- a) Foreign Matter includes dust, stones, lumps of earth, chaff, husks, stem, straw or any other impurity including edible and non-edible seeds.
- b) Admixture means any grain other than the principal grain.
- c) Damaged or discoloured grains are those grains that are internally damaged or discoloured to such an extent that the damage or discolouration materially affects the quality of the grain.
- d) Weevilled grains are those grains that are partially or wholly bored or eaten by weevil or other grain insects.
- e) Broken grains include pieces below $\frac{3}{4}$ and above $\frac{1}{4}$ of the full size splits
- f) Fragments include pieces below one fourth of the full size splits.
- g) Partially husked splits and wholes (both husked and unhusked) include:
 - i. Grains or pieces of grains carrying husk on one sixteenth or larger portions.
 - ii. The wholes whether with husk or without husk.
- h) Slightly touched grains are those grains that are superficially damaged or discoloured, such damage or discolouration not materially affecting the quality of the grain.
- i) Green grains are those grains that are green in colour.

APPENDIX ' B' TO SPECIFICATION NO 48-F FOR DAL URD - 2016

SPECIAL WARRANTY CLAUSE

1. The contractor warrants the supplies delivered to be sound, wholesome, and fit for human consumption as Dal Urd, for a period of SIX MONTHS from the last day of the month of delivery in any climate and under all conditions of storage and movement in India.
2. In the event of the supplies or a part of having been declared during the period of warranty as being unsound, unwholesome or unfit for human consumption as Dal Urd, by the Director General of Supplies and Transport, QMG's Branch Army Headquarters, New Delhi or any officer acting on his behalf (whose opinion as to whether or not the particular consignment is sound, wholesome, or fit for human consumption as Dal Urd, will be final), the purchaser will have the right to dispose of the condemned stock in any way he considers necessary after giving due notice to the contractor and also, at his discretion, either to allow the contractor to replace the condemned stock within a specified period or to recover from the contractor the contract price thereof together with all incidental and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. The opinion of the Chief Director of Purchase or an officer acting on his behalf in regard to these charges will be final.
3. The declaration by the Chief Director of Purchase or any officer acting on his behalf communicated to the contractor in writing that a particular consignment has been condemned will be taken by the Contractor as the conclusive evidence of the proper condemnation of that consignment provided that such communication is issued by the Chief Director of Purchase within 45 days of the Expiry of the Warranty Period. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

APPENDIX 'H' TO SPECIFICATION NO 48-F FOR DAL URD - 2016
STANDARD MINIMUM REQUIREMENTS OF HYGIENE IN FOOD FACTORIES

1. To ensure the standard of hygiene in a factory the following minimum requirements shall apply: -
 - a. Floors - The floors should be impervious and kept clean all times.
 - b. Lighting and Ventilation - Adequate standards of lighting (natural and artificial) in working parts of the factory together with adequate ventilation and sufficient space for and protection from machinery.
 - c. Fly/ Rodent/ Pest/ Bird Proofing - Fly/Rodent/ Pest/ Bird proofing of factory premises to the extent necessary to protect raw material during storage and processing and the manufactured products until it has been packed and the containers sealed.
 - d. Water-Supply - An adequate supply of potable water in the factory and drinking water for the employees will be provided which shall be periodically tested and certified as free from injurious bacteria and other substances by a public health laboratory.
 - e. Disposal of Wastes - An efficient drainage system must be provided with proper methods of disposal of waste water and other effluents. Provision must exist to eliminate dusts/fumes if any.
 - f. Conservancy - A proper conservancy system adequately serviced with approved methods of disposal of human excreta.
 - g. Additional special hygiene precautions are necessary when waste products which are dangerous or likely to create conditions which are dangerous to health are produced at any stage during handling of raw materials or its manufacture.
 - h. Safety - Adequate fencing of machinery shall be secured in the case of all types of machinery and its moving parts and the moving machinery shall be kept in a position which provides sufficient safeguard against any accident. Each factory must have first aid box with necessary minimum items.

2. **Workers:**
 - a. So far as the health of the employees is concerned, they shall be periodically examined by Medical Officer and it should be ensured that no individual suffering from any communicable disease or any disability likely to result in contamination of the raw materials, implements, equipments or finished products, is employed.
 - b. All the employees should be protected against communicable diseases with preventive inoculation / vaccination.
 - c. Provisions for personal hygiene of employees will include potable drinking water, washing facilities (Soap, basin or taps, nail brushes and towels) sanitary annexes and at least two sets of clean clothing for each employee for use only in the factory and Masks / hand gloves, where necessary. There should be a separate room for keeping the personal belongings and to change the clothes and for drying of wet clothes.
