



**NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDERATION O-F INDIA LTD.**

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Terms & Conditions for auction to be held on 19/08/17 for milling, packaging and supply of Masur Dhuli to State Government of Nagaland through NAFED

NAFED, INSTITUTIONAL SUPPLIES SECTION invites financial bids for e-auction, to be held as per below details from the millers empaneled with NAFED to process and supply the Masur Dhuli to State Govt. of Nagaland 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 Auction Details

Auction ID	OTR 146
Date of issue of RFP	14/08/2017
Last date of EMD submission	19/08/2017
Date and time of online submission of bids	19/08/2017 at 16:30-17:00
Order quantity	<u>500 MT</u>
Last date to offer stock	<u>10 days from award of contract</u>
Last date of delivery	<u>10days from acceptance of stock</u>
Estimated contract value	<u>Rs. 4,50,00,000/-</u>
EMD Value (2% of contract value)	<u>Rs. 9,00,000/-</u>
Security Deposit	
Option 1: 100% of contract value	<u>Option 1: Rs. 4,50,00,000/-</u>
Option 2: 10% of contract value	<u>Option 2: Rs. 45,00,000/-</u>

TABLE 2 Details of the masur stock offered by NAFED for processing

Name & location of the warehouse	State	Tentative quantity earmarked (MT)	Season
CWC, Chirgaon, Jhansi	Uttar Pradesh	770	RMS 2017
Total		770	-

TABLE 3 Delivery quantity & delivery location

S.NO.	DELIVERY LOCATION	DISTRICT AND STATE	QUANTITY OF PROCESSED PULSES TO BE DELIVERED (MT)
1	NAFED specified location to be detailed in award letter	Guwahati	500
	TOTAL		500

TABLE 4 Quality specifications

Dal masur shall consist of dehusked whole and split seed of the lentil (*Lenil esculenta* Moench or *Lens culinaris* Medik or *Ervum lens* Linn). It shall be sound, clean, dry, sweet, wholesome and free from admixture of unwholesome substances. It shall also conform to the following standards, namely: -

- (i) **Moisture**- Not more than 14 per cent by weight (obtained by heating the pulverized grains at 130oC-133oC for two hours)
- (ii) **Foreign matter** - (Extraneous matter) Not more than 1 percent by weight of which not more than 0.25 percent by weight shall be mineral matter and not more than 0.10 percent by weight shall be impurities of animal origin
- (iii) **Other edible grains** - Not more than 2 percent by weight
- (iv) **Damaged grains**- Not more than 5 percent by weight
- (v) **Weevilled grains**- Not more than 3 percent by count
- (vi) **Uric acid**- Not more than 100 mg per kg
- (vii) **Mycotoxin including aflatoxin** - Not more than 30 micrograms per kilogram

Provided that the total of foreign matter, other edible grains and damaged grains shall not exceed 7 percent by weight

GENERAL TERMS AND CONDITIONS

1. Details of NAFED stock offered by NAFED for milling

- 1.1. The details of the stock offered by NAFED for processing is given in TABLE 2 of contract note.
- 1.2. 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.
- 1.3. 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.
- 1.4. The miller may select any of the options listed below to take delivery of stock
 - 1.4.1.1. Option 1: Lifting of stock against **security deposit** equivalent to 100% of the Contract Value.
 - 1.4.1.2. Option 2: Lifting of stock after satisfactory supply of the 100% tendered items by the successful
- 1.5. 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 **security deposit** equivalent to 5% of the Contract Value.
- 1.6. The Miller may pre-inspect the NAFED stocks, at its own cost, before submission of the bids.
- 1.7. The miller must offer complete lot to NAFED for assaying on or before 10 days from the date of issue of award letter. The lot can be offered in parts or in total within 10 days.

2. Packaging & labeling

- 2.1. **Material-** HDPE Woven sacks 25 KGs each
- 2.2. **Marking and Labelling-** The details of marking and labelling shall be shared along with award letter.

3. Assaying & Testing

- 3.1. NAFED shall appoint a reputed NABL accredited 'assayer' for quality inspection of the stocks to be delivered. The assaying will be conducted at milling location only.
- 3.2. The inspection and sampling of the stock will be conducted in presence of representative of miller and NAFED and/or any agency appointed & authorized by NAFED, after the stocks have been processed and packed as per the requirement at milling unit and later.
- 3.3. A sample will be drawn from the stock at milling unit and labelled as Type A to be further divided in three equal parts of which each party NAFED, miller and the assayer will keep one sample. All the samples shall be jointly signed by NAFED, miller and the assayer
- 3.4. Based on the test report submitted by assayer, NAFED shall approve or reject the stock. In case the stock is rejected, the miller shall be given a period of 5 days to replace the rejected stock.
- 3.5. Miller shall undertake transportation of approved stock from milling unit to delivery location at its own cost.
- 3.6. At delivery location, the same assayer will conduct the sampling again, label it as sample Type B to be further divided in three equal parts, one for each party - NAFED, miller and the assayer. The assayer will then compare the Type B sample with Type A sample. In the event of any variation in the sample, the same shall be reported to NAFED and miller and re-assaying of the stock shall be conducted by assayer at the cost of the miller.
- 3.7. During the re-assaying, if the stock is not found conforming to the relevant Specifications complete lot of supply will be rejected by NAFED.
 - 3.7.1. NAFED may reject the supply in whole or in part if in his opinion they are not in all respects in accordance with this contract.

3.7.2. 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 15 days of date of rejection orders.

3.7.3. 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.

3.7.4. If the supplies are rejected the miller shall replace the rejected lot within 15 days and subject to replacement miller can remove the rejected lot.

4. Delivery process

4.1. Upon approval on stock from assayer and/or NAFED as the case may be, the processed stock must be dispatched within next two days.

4.2. The miller shall take all necessary steps to commence the packing, assaying, and dispatch of the tendered quantity at the approved rate and complete the delivery to the respective wholesale points latest by last date of delivery mentioned in TABLE 1 of contract note.

4.3. Miller is responsible for unloading processed stock at delivery point.

4.4. The successful millers should take adequate precautions to prevent damage or deterioration to processed dal during storage/transportation. He should also insure the stock during transit at his cost.

4.5. Consignment will be unloaded at the designated warehouse during working hours i.e. between 10am and 5pm only. On arrival of the consignment the NAFED representative or other nominees as specified will verify the documents and after confirming authenticity of the consignment directs the representative of the miller to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.

4.6. The miller shall arrange to record gross weight on electronic weighbridge before unloading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery Challan shall be handed over to NAFED representative or other nominees as specified at the time of giving delivery. Deliveries without valid documents will be rejected and will not be inwarded by the concerned NAFED representative or other nominees as specified.

4.7. After unloading the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weigh bridge receipts along with other documents i.e. invoice / delivery challan and weighbridge receipts at the loading point shall be handed over to the NAFED representative or other nominees as specified.

4.8. Quantities supplied in excess of the quantity specified in the purchase order will not be paid for.

4.9. Refer to delivery schedule and delivery locations mentioned in TABLE 3 on contract note.

5. Submission of bids

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

5.2. 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).

5.3. The miller shall submit bid taking into account the cost of handling & transportation of raw pulses, processing charges, packaging charges, assaying charges, transportation charges upto delivery point, octroi, taxes and levies and stock handling at delivery point etc.

5.4. 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 miller shall be rejected by NAFED.

5.5. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.

6. Documentation

- 6.1. The miller shall submit the following documents to the NAFED representative or other nominees as specified, as the case may be. A copy of these documents shall also be submitted to the Branch Manager of the concerned branch of NAFED:
 - 6.1.1. Copy of Proforma Invoice issued by NAFED
 - 6.1.2. Copy of the delivery Challan
 - 6.1.3. Copy of e-Sugam form
 - 6.1.4. Copy of the Indent (work order) placed by NAFED.
 - 6.1.5. Copy of Assaying Report at the milling point.
- 6.2. On completion of supply to delivery location, the miller shall submit the following documents to the Branch Manager of the concerned branch of NAFED, to process for payment:
 - 6.2.1. Copy of delivery location wise Invoice (Sales Bill)
 - 6.2.2. Load wise\truck wise Delivery challan with proper serial numbers, date of delivery, Work Order number with date, Name of the depot, vehicle number, name of the items and quantity delivered.
 - 6.2.3. If the delivery of stock is more than one truck to a particular wholesale point, the invoice should contain all the delivery note number in one invoice.
 - 6.2.4. Stock receipt issued by Depot Manager of the Wholesale point
 - 6.2.5. Assaying Report at the milling point.
 - 6.2.6. Electronic Weighbridge Receipts at loading point and unloading point

7. EMD and Security Deposit

- 7.1. 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.
- 7.2. EMD of the Successful Miller would be retained by NAFED and will be refunded after submission of Security Deposit by the Miller to NAFED. The successful miller may opt to convert the EMD amount to required security deposit and submit additional security deposit of the balance amount.
- 7.3. The successful miller will have to submit security deposit either in form of Fixed Deposit (lien marked to NAFED) or Demand Draft from any nationalized bank or through NEFT/RTGS to NAFED. The amount of the security deposit will be as per clause 2.4 above. The security deposit must be submitted to NAFED in original within 04 days of acceptance & approval of bid for the contract to the miller.
- 7.4. Upon satisfactory supply of the tendered items by the successful Miller within the stipulated time, the security deposit of the millers will be returned (without any interest) preferably within 10 working days from date of submission of bills with relevant documents to the branch manager of the concerned branch of NAFED.

8. Penalty clauses

- 8.1. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit.
- 8.2. Failure to keep up the supply schedule by the successful miller will result in levy of penalty of Rs.50/- (Rupees Fifty only) per day per metric tonne for a maximum delay of ten days. The delay in supply under no circumstances will exceed more than 10 days. The extension of supply upto 10 days by imposing levy penalty of Rs. 50 per day per Metric tonne will be the decision of the NAFED. If the situation so warrants the NAFED may

ask to supply the goods within 10 days without any extension failing which action will be initiated as per clause 8.1 above. The debit note for such penalties shall be raised on miller and if the same is not paid the same shall be recovered from Security Deposit.

8.3. In case of non-supply of stocks within the specified time limits as per work order, 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.

8.3.1. 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 work order and proceed with arranging the same from alternate sources.

8.3.2. The difference in cost if any, for arrangement of processed pulses from the above alternative sources will be recovered from the defaulted miller.

8.3.3. 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.

9. Acceptance of terms and conditions

9.1. 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.

9.2. 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.