

**Terms & Conditions for auctions to be held through NAFED e-portal (nafed.agribazaar.com) for supply of pulses to State Government of Chhattisgarh under PDS.**

NAFED invites financial bids for e-auctions through NAFED e-portal (nafed.agribazaar.com), to be held as per below details from the millers empaneled with NAFED IS division for supply of pulses to State Government of Chhattisgarh under PDS.

The link for online bidding is <https://www.nafed.agribazaar.com> and the login details are Username – Registered Mobile Number (RMN); password through OTP. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.

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| <b>Name of Government Institution</b>                | Chhattisgarh State Civil Supplies Corporation Limited   |
| <b>Milled/ processed pulses to be supplied</b>       | Chana whole   |
| <b>Delivery locations</b>                            | Multiple Taluka levels depots across districts of Chhattisgarh State (Annexure III)   |
| <b>Pack size</b>                                     | 1 KG Pouch (primary packing), 50 KG HDPE Bag (Master Packing)   |
| <b>Contract period</b>                               | <b>1 year FY 2024-2025</b>  |
| <b>Delivery timelines</b>                            |   |
| EMD & SD   | EMD – 2% of quarterly contract value<br>SD – 5% of quarterly contract value   |
| Submission of SD by the successful bidder            | 5 bank working days from date of award of contract by NAFED in favour of successful bidder  |
| Due date for completion of delivery of milled pulses | As per the due date received from the state department.   |
| <b>Auction rules</b>                                 |   |
| Bidding parameter                                    | <ol style="list-style-type: none"> <li>1. Cost of milling, handling, transportation and stacking at delivery point charges (Rs./qtl, including GST) of raw pulses stock to be issued to the miller at fixed OTR (conversion ratio of 91.5%) for milling and supply of Chana whole.</li> <li>2. Cost of residuals payable to NAFED @ Rs 1000 per qtl. for the quantity equivalent to 8.50% of the total raw stock issued to the miller for NAFED (IS) Division.</li> <li>3. Cost of arranging for transportation of Milled Pulses to CGSCSCL delivery centers at taluka level in the State of Chhattisgarh.</li> <li>4. Any other expenses as per the terms &amp; conditions.</li> <li>5. All levies, duties &amp; taxes including GST, works contract tax, local taxes, income tax and other taxes, if any</li> </ol> |
| Auto extensions                                      | 3 extensions with any revision in lowest bid during last 3 minutes of each auction round  |
| Bid Validity   | 30 calendar days or acceptance of rate by state department whichever is later   |

For NAFED (IS) Division \_\_\_\_\_

- a. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.**
- b.** The link for online bidding is <https://www.nafed.agribazaar.com> and the login details are Username – Registered Mobile Number (RMN); password through OTP.
- c.** This bid documents shall be governed and construed in accordance with the Indian Laws.
- d.** It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- e.** No Suit, prosecution or any legal proceedings will be lie against NAFED or any official(s) of NAFED for anything that is done in good faith or intended to be done in pursuance of supply under this bid documents/e auctions.

## **GENERAL - TERMS AND CONDITIONS**

### **A. Eligibility for participation and award of contract**

1. Bidder must be empaneled with NAFED IS division at the time of e-auctions.
2. The miller should have owned milling facility in the state of Chhattisgarh.
3. The bidder should have valid FSSAI license for manufacturing, storing and packaging of pulses.
4. The milling capacity of the millers will be considered as mentioned in their FSSAI license of the milling unit.
5. The intending bidders will have to mail the documents supporting their eligibility criteria through email to [isupply@nafed-india.com](mailto:isupply@nafed-india.com) latest by 2 PM, 16-04-2024.

### **B. Scope of work**

1. Quality parameters of milled pulses to be delivered
  - a. Please refer the Quality Specification for concerned commodity as detailed in the annexure II.
  - b. The successful bidder shall undertake the milling in the milling unit registered with NAFED or for which valid proofs have been submitted by the successful bidder as per eligibility condition mentioned in Clause A of Eligibility as above. In the event, during the contract, if it is found by NAFED that successful bidder is undertaking milling in a mill not registered with NAFED/ for which valid proofs have not been submitted as per above Clause A of Eligibility or supplying milled dal procured from open market, it shall be treated as breach of contract and the contract shall stand cancelled. Depending upon gravity of the situation necessary action shall be taken against the successful bidder.
  - c. NAFED and/or authorized official on behalf of the Institutional Client of NAFED, can visit the milling premises at any point of time during the process of completion of supply order awarded to the successful bidder.
  - d. NAFED and/or authorized official from the Institutional Client of NAFED at its own discretion may get samples tested for added color/adulteration. The Cost of such test will be debited to successful bidder's account. Action will be initiated against those successful bidders who fail to comply with above specified quality parameters as per terms and conditions, and as per provisions under Food Safety and Standards Act and connected rules.
  - e. The Successful bidders will be solely responsible for consequences for any violation of the Food Safety and Standards Act, 2011 and connected rules.
2. Details of stock of raw material offered by NAFED for milling
  - a. The detail of the stock offered by NAFED for processing will be detailed in the auction scheduled. The stock will be offered on net weight basis.
  - b. The stock details mentioned in the document are the stock earmarked against delivery of milled product for this contract. The miller shall be provided un-milled stock of Chana by NAFED. The un-milled stock shall be provided to the miller based on the fixed conversion ratio (un-milled to milled %) of 91.5%.
  - c. The successful bidder will be responsible for lifting the unprocessed commodity from NAFED specified warehouses and transport (which includes handling, transportation, transit insurance, loading/unloading etc.) to its milling unit.

- d. The successful bidder may select any of the options listed below to take delivery of raw material
- i. Option 1: Lifting of stock against interest free security deposit (in form of RTGS/NEFT, or Bank Guarantee from a scheduled bank/nationalized bank equivalent to the 100% value of raw material which successful bidder intends to lift. For the purpose of arriving at value of raw material, cost of the stock will be considered as Rs. 4593/qtl.
  - ii. Option 2: Lifting of stock proportionate to satisfactory and successful supply of milled items by the successful bidder within the stipulated time delivery and submission of bills with relevant documents to the State Head of the concerned branch of NAFED.
    - In such eventuality, successful miller shall be responsible for submission of all relevant documents with NAFED within 15 calendar days from date of delivery of milled pulses to the institutional client.
    - If successful miller fails to submit all relevant documents with NAFED within 15 calendar days for issue of D.O, godown rent at applicable normal rates from 16th calendar day to date of issue of delivery orders by NAFED, shall be charged on account of delay submission of documents .
    - If there is as any delay in receiving of acknowledgement or any other relevant documents from State Agency/ Govt./Depot/Institutional client of NAFED, Miller should intimate to respective NAFED Branch in writing within given time period of 15 calendar days and concerned branch will verify the facts of the information provided.
- e. The Successful bidder should pre-inspect the earmarked stocks of raw stock, at its own cost, before submission of the bid. Under no condition, request for change in stock location shall be entertained from the successful bidder. After the award of supply order, if the bidder complains about the quality of raw material and delays supplies on this account, NAFED may cancel the tender and award new tender at the risk and cost of the supplier.
- f. The stock location of the stock earmarked against delivery of the milled pulses for this contract indicates the warehouse location of the concerned SWC/CWC as well as cluster of godowns located in the vicinity which may be mapped to the SWC/CWC warehouse. Successful bidder may get delivery either from the SWC/CWC warehouse or from any of the godowns in the vicinity linked to the SWC/CWC warehouse.
- g. The raw stock to be issued to the millers for the supplies under this contract is the stock allocated to the State Government of Chhattisgarh under Central Government Subsidy Scheme. Therefore, the free lifting period will be calculated as per the date of issuance of Delivery Order in the name of the State Government by Central Government. In case, the miller lifts the stock within the free lifting period given to the State Government by the Central Government the Successful bidder/miller has to lift the raw stock as per the following time schedule:

| DO (in MT) | Lifting period in days |
|------------|------------------------|
| 0-250      | 5                      |
| 251-500    | 12                     |
| 501-1000   | 15                     |
| 1001-2000  | 20                     |

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- h. In case of non-lifting of the raw stock within the free delivery period or the expiry of the free lifting period given to the State Govt. by Central Govt., godown rent shall be charged by NAFED from the successful bidder for storage of stocks based on un-lifted quantity as applicable based on the decision of empowered committee. The stocks shall continue to be stored by NAFED on behalf of the party at the cost, risk and responsibility of the party only and NAFED shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to driage, theft, fire or any natural calamity, etc. or any other consequences thereupon.
- i. As the stock to be issued to the successful bidder/miller is allocated to State Government under Central Subsidy Scheme therefore millers are advised to supply milled pulses after lifting raw material. If the miller/successful bidder make advance supply (before lifting raw material), any shortage w.r.t the allocated stock will neither be issued from any other warehouse nor be paid for.
- j. Successful bidders are required to pay Lifting charges/Loading charges, weighing charges and other expenses, if any, at the warehouse location directly at the time of lifting stock.
- k. In the event, at time of lifting, the balance stock of raw material offered to successful bidder at the godown is less than 5% of the total quantity of the Delivery Order (DO), successful bidder may be asked to lift the balance quantity along with the quantity specified in the DO on payment basis.
- l. Raw material will be of R-23 season from any warehouse in Madhya Pradesh and/or Telangana. And If there is any change in the state from where raw material to be issued, NAFED will inform the same in the award letter and the miller will be bound to lift the stock as clause above.

3. Packaging & labeling

- a. Successful bidder should supply the stock of processed pulses (Chana Whole) as per the quality parameters defined in annexure II of this document.
- b. Processed Chana Whole to be packed in 1 Kg (net weight pack) pouch (primary packing), The packaging material should be as per the FSSAI specifications 2011 or connected rules. The supplier should also print the batch no. on the poly pack.
- c. The Successful bidder must write on 1 kg packing " Not for open market sale"
- d. The packing should be done in the packing facility located in the State of Chhattisgarh and licensed under FSSAI regulations.
- e. Chana Whole of 1 kg (net weight) to be packed in 60 micron multi colour (in 3 different colours) poly pack. The poly film should be clean, of same texture, transparent and durable. The branding to done on poly pack will be provided along with the award letter.
- f. 50 packets of 1 kg poly pack will be further packed in 50 Kg HDPE bags (Master packing) which are then stitched. The mono of CGSCSCL will be printed on the HDPE bag along with address, packing month etc. Further details will be provided along with the award letter.
- g. The 50 Kg HDPE bags should conform to the Indian standard of BIS-IS 14887:2006 related specifications as provided with the award letter.
- h. The bag should not be hooked under any circumstances. If the packet found to be torn the acknowledgement will not be provided by the State Dept. equivalent to the torn packets. Also, this stock should be replaced immediately.
- i. The successful bidder must ensure that the stock is processed and packed only and only in their owned milling units which must be registered with NAFED at the time of bidding. The assayer, if required, will only be deputed at the mill registered with NAFED.

#### 4. Assaying & Testing

- a. Miller must ensure to get quality certificate from NABL accredited laboratories before dispatch of the stock. The test report should be provided along with dispatch document and handedover to the concerned officer of the State/ NAFED at unloading point. A copy of test report should also be submitted to the NAFED billing branch. The sample from every truck should be retained by the millers. The sample should be properly labelled indicating truck number and auction no.
- b. NAFED or the Institutional client of NAFED may appoint assayer for inspection of milled pulses at milling point before dispatch of the stock to delivery depots as well as at the delivery depot at the time of unloading. The expenses so incurred shall be borne by successful bidder.
- c. The quality of processed pulses will be evaluated based on specified quality parameters **as per Annexure II.**
- d. In the event, the sample collected by the assayer fails to meet the quality specifications as laid down in this auction, the miller shall be liable to replace the stock at their own cost, risk and responsibilities.
- e. The acknowledgment of the stock will be provided only after passing of quality by the district level quality testing committee appointer by the collector.
- f. Successful bidder has to ensure the quality specifications as per contract with a minimum shelf life of 6 months from the receipt and during the storage of Chana Whole to fair price shops. In the event, the stock is found not-conforming to the mentioned quality parameters anytime during period of 6 months from receipt of processed pulses to fair price shops and storage, the successful bidder shall be liable to replace the same at its own cost.
- g. Upon delivery of the stock at depot point, the stock may again be inspected by Quality Control Officers of the State Govt. at delivery depot point. The quality of delivered stock must be conforming to the defined quality specification. In case, the supplied stock is rejected, the successful bidder shall have to replace the stock, at his own cost and risk, within seven (07) working days from the date of intimation of rejection of stock.

#### 5. Delivery process

- a. The successful bidder shall take all necessary steps to commence the processing, packing, assaying, and dispatch of the tendered supply quantity at the approved rate and complete the delivery at the designated delivery depots as specified by the NAFED/ Institutional Client latest by due date mentioned in award letter.
- b. The successful bidders should take adequate precautions to prevent damage or deterioration to stock during storage/transportation. He should also insure the stock during transit at his cost.
- c. Consignment will be unloaded at the designated warehouse during working hours i.e. between 10am and 5pm only. On arrival of the consignment the officials nominated by the State will verify the documents and after confirming authenticity of the consignment directs the representative of the successful bidder to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- d. The successful bidder 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 designated official at the time of giving delivery. Deliveries without valid documents will be rejected and will not be inwarded by the concerned Depot Manager.
- e. 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 Depot Manager.

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- f. Quantities supplied in excess of the quantity specified in the award letter will not be paid for. Institutional client/ NAFED reserves right to revise monthly quantities awarded to miller by  $\pm 25\%$  or may terminate the entire contract for any month or in total. State Govt./ NAFED is not liable to present any reasons for any actions thereof and will not bear any financial liability arising due to cancellation by State etc. NAFED may also offer to extend the order quantity beyond 25% at earlier approved bid subject to consent of the miller.
- g. Data entry on [nafed.agribazaar.com](http://nafed.agribazaar.com)
  - h. It will be mandatory for all the millers to update status of dispatch of milled pulses on [nafed.agribazaar.com](http://nafed.agribazaar.com). For this purpose, you may log on to [nafed.agribazaar.com](http://nafed.agribazaar.com) and go to 'Dispatch' section to enter auction-wise truck dispatch details. In this way, you will help NAFED to monitor the dispatch details on real time basis.
  - ii. Further, DO will be issued only against the milled pulses reported on [nafed.agribazaar.com](http://nafed.agribazaar.com).

6. Warranty

Successful bidder has to ensure that processed pulses delivered to State adhere to quality specifications as per contract with a minimum shelf life of 6 months from date of receipt of stock at the fair price shops. In the event, the stock is found not-conforming to the mentioned quality parameters anytime during period of 6 months from date of receipt of stock at the fair price shops, the successful bidder shall be liable to replace the same at its own cost.

**C. Submission of bids**

1. The bidder shall submit the bids online through [nafed.agribazaar.com](http://nafed.agribazaar.com) as per the bidding schedule specified above.
2. The bidder has to bid for
  - a. Cost of milling, handling, Transportation and stacking at delivery depot charges (Rs/qtl, including GST) of raw pulses stock to be issued to the miller at fixed OTR (conversion ratio of 91.5%) for milling and supply of Chana whole.
  - b. Cost of arranging for milling, handling, transportation and stacking at delivery depot to CGSCSCL delivery centers at taluka level in the State of Chhattisgarh.
  - c. Any other expenses as per the terms & conditions. All levies, duties & taxes including GST, works contract tax, local taxes, income tax, mandi tax and other taxes, if any
  - d. Cost of residuals payable to NAFED @ Rs 1000 per qtl. for the quantity equivalent to 8.50% of the total raw stock issued to the miller for NAFED (IS) Division.
  - e. The rates and prices quoted by Bidder shall be valid for the original contract period as well as during extension period (as per discretion of NAFED/ State Government) and for any increase or decrease in quantity.
  - f. The rate quoted by the Bidder shall be the same for all locations for which it is submitted.
  - g. All prices and rates quoted by the bidder shall be entirely in Indian Rupee only. All the payment shall be made in Indian Rupees only.
3. For Chana whole, the miller shall be issued un-milled/Raw Chana stock based on 91.50% OTR (out turn ratio) i.e. for every 91.50 Kgs of milled/graded pulses supplied by the miller, 100 Kgs of un-milled stock shall be issued to the miller by NAFED.
4. Recovery of cost of gunny bags from the successful bidders will be done @ Rs.50/quintal. The amount will be deducted by CGSCSCL from the milling charges payable.
5. NAFED shall not be responsible for any mistake done by the bidder in punching the bids during the time of e-auction. 25% of the EMD submitted by the bidder in such case shall be forfeited.

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6. The successful bidders shall upload an undertaking (as per Annexure I). The documents have to be uploaded within 24 hours from the date of completion of bid. In case of non-submission of the document within the given timelines, NAFED reserves the right to cancel/reject the bid submitted by successful bidder.
7. The successful bidder shall be allowed to retain the residuals as result of milling/ up gradation of the un-milled stock. Cost of such residuals shall be payable to NAFED @ Rs 1000 per qtl. for the quantity equivalent to 8.50% of the total raw stock issued to the miller. For the accounting purpose, NAFED/State Govt. may raise invoice of the residual to the miller.
8. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.
9. The winning bid will remain valid for 30 calendar days or acceptance of rate by state department whichever is later.

#### **D. Documentation**

1. The successful bidder shall require to submit the following documents to the concerned officials at designated delivery depots. A copy of these documents shall also be submitted to the State Head of the concerned branch of NAFED:
  - a. Copy of the award letter issued by NAFED.
2. On completion of supply to all designated delivery depots, the successful bidder shall submit the following documents to the State Head of the concerned branch of NAFED, to process for payment:
  - a. Copy of designated delivery depots wise Invoice (Sales Bill)
  - b. 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.
  - c. If the delivery of stock is more than one truck to a particular designated delivery depots, the invoice should contain all the delivery note number in one invoice.
  - d. Stock receipt issued by Depot Manager of the designated delivery depots.
  - e. Electronic Weighbridge Receipts at loading point/ unloading point (if any)

#### **E. EMD and Security Deposit**

1. The bidders shall be required to deposit requisite 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 nonfulfillment or not meeting the conditions attached to the bid, shall be returned immediately on closure of bidding.
2. The EMD amount will be deposited through the UAN allotted to bidders. The bidders must deposit requisite amount in their UAN through NEFT/RTGS. Thereafter, the bidder shall pay EMD for each intended auction individually.
3. The SD of the successful bidder shall be retained by NAFED and shall be refunded upon completion of the contract which includes receipt of full and final payment from principal buyer and successful expiry of shelf life period, without receipt of any complaint for quantity/quality upto 180 days from the date of supply.
4. Upon award of contract, successful bidder shall have to submit security deposit equivalent to 5% of the total contract value to NAFED within 05 bank working days. 2 % EMD submitted by the successful bidder at the time of bidding may be adjusted as SD. In such eventuality, Balance 3% amount shall be deposited by the successful bidder within 05 bank working days.
5. The successful bidder will have to submit security deposit either in form of Bank Guarantee or Demand Draft (in favour of NAFED) from any scheduled bank/nationalized bank or through NEFT/RTGS to NAFED. The security deposit must be submitted to NAFED in original within 05bank working days of acceptance & approval of bid for the contract to the successful bidder. The BG should be valid for a period of one year.
6. Failure to submit SD amount within stipulated time may result in forfeiture of EMD and cancellation of contract besides debarring them from participating in the bids.

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7. The SD and EMD of the successful miller will be adjusted by NAFED towards the following:
  - a. Non-payment of penalty charges, penal storage rent or any other dues to State Institution and/ or NAFED in case of delayed deliveries by the miller.
  - b. To make good of any losses incurred by NAFED and/or State Institution in completing the default deliveries or recovering the penalty charges, penal storage rent or any other dues to State Institution and/or NAFED. The balance amount after adjusting losses/ penalty charges shall be refunded to the miller.
8. The EMD and SD deposited by the miller shall carry no interest and refunded to the miller after recovery of the amounts, if any, as indicated above.

**F. Penalty clauses**

1. Late delivery penalty @ 2% + GST will be levied on supplier or the penalty amount as imposed by the CGSCSCL department.
2. In the event of stock rejection at the supply depot by NAFED/State Agency, the Successful bidder will replace the rejected stock at its own cost within 7 working days. The replacement stock will undergo assaying and if the same are found to be not conforming to specified quality parameters then such stocks will also be rejected.

**G. Acceptance of terms and conditions**

1. By submitting the tender fees and/or EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract as well as the empanelment agreement executed with NAFED along with all the corrigendum / addendum if any.
2. The successful bidder shall submit a stamped and signed copy of this document in original along with the Security Deposit to the State Head of the concerned branch of NAFED.

**H. Taxes applicable**

1. All the transactions under this contract shall be subject to applicable taxes as per the governing laws.
2. Milling, Handling and Transportation charges paid by NAFED to the millers shall be inclusive of GST.

**I. Invoicing and payment**

Upon successful delivery of milled pulses, miller shall raise invoice of milling, handling, transportation and stacking at delivery depot charges to NAFED. The milling, handling and transportation and stacking at delivery depot charges to be paid to miller shall be calculated for the un-milled stock issued to the miller by NAFED and shall be based on the bid accepted by NAFED/ towards the same. . All the payments towards milling, handling and transportation charges shall be subject to TDS as per the IT rules.

**J. Interpretation of the clauses in this tender documents**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document, NAFED's interpretation of the clauses shall be final and binding on bidder.

**K. Resolution of Dispute**

NAFED and the successful bidder shall make every effort to resolve mutually by direct informal discussions and negotiations, any disagreement or dispute arising between them under or in connection with this contract. If after thirty days from the commencement of such informal discussions and negotiations, NAFED and the successful bidder have been unable to resolve the disputes mutually, such disputes will be adjudicated and resolved in a Court of law in Delhi. This Contract shall be governed by the Laws of India for the time being in force. The dispute mechanism

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shall be as per Arbitration conciliation Act of 1996 and venue & seat of arbitration shall be at New Delhi.

**L. Force Majeure**

1. If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions , epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative . Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
2. If operation of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
3. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.

**M. Defaults**

If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the NAFED may, without prejudice to other rights of the NAFED resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Supplier to proceed with any or all of the remaining part under the contract to be performed. In such eventuality NAFED shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice.

**N. Indemnification**

The successful bidder shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract

**O. Damages**

If the goods are not delivered within the due date of delivery, the successful bidder shall be liable to pay to NAFED on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

**P. General Provisions**

1. Governing Laws: This contract will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this contract may be brought in a court at New Delhi.
2. Compliance with Laws, Notifications etc. : Supplier confirms that it has entered into this transaction with the full knowledge and understanding of this Contract and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid

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down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the Supplier has familiarized itself with all the aforesaid and other applicable contracts, arrangements, undertakings, conditions on inspection of the documents with the NAFED.

3. Further Assurances: The parties hereto shall cooperate with each other, both during and after the term of this contract, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this contract.
4. Severability: If any provision of this contract is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
5. Waiver: Not a limitation to enforce
  - a. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.
  - b. Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'Supplier or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Contract will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NAFED, and the NAFED shall not be deemed to have waived any of its rights, or any provision of this Contract, or any notice given hereunder, unless such waiver be provided in writing by NAFED, and any waiver by the NAFED of any breach by the Supplier of the Contract, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Contract.
6. No Assignment: Neither party may assign or transfer its rights or obligations under this contract without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the contract, without the prior written consent of the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this contract shall be binding upon such assignees.
7. Right to amend terms and conditions:
  - a. The Supplier agrees and understands that terms and conditions of the Contract may be modified/amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the 'Procuring Society.
  - b. The NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Contract and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this contract , if any, executed between the parties.
8. Notice: Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc.7 days after the date of mailing.
  - a. Entire Contract: This contract together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire contract between the parties relating to the subject matter hereof. This contract supersedes all prior understandings, contracts and documentation relating to such subject matter. No supplement, modification or amendments of this contract shall be binding unless executed in writing by both parties in this contract. In the event of conflict of provisions of the main body of the contract and attached annexure, specification or other materials, this contract shall take precedence.

For NAFED (IS) Division \_\_\_\_\_

**Q. Applicable Law, Jurisdiction and Dispute Resolution:**

1. This document shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this contract and parties to this contract agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
2. All or any disputes arising out or touching upon or in relation to the terms of this contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.
3. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

## Annexure I

Self-declaration by the millers supplying milled pulses dal to State Level Agency through NAFED  
(On letter head of the miller)

### Self-declaration

I, <name of the authorized signatory>, <designation of authorized signatory>, on behalf of  
M/s <name of the firm>, hereby declare that

1. M/s<nameofthefirm>hasbeenawardedcontractformillingandsupplyofmilled<nameofdal>  
to <**RESPECTIVE AUTHORITY**> through NAFED vide auction OTR<\_\_\_\_\_>.
2. The milled<\_\_\_\_\_> dal supplied to <**RESPECTIVE AUTHORITY**> has been  
processed in the milling facility of the firm located at <address of the milling unit>.
3. We have read and understood the terms & conditions for supply to <**RESPECTIVE AUTHORITY**>  
through NAFED and accept the same unconditionally.

For <name of the firm>

Authorized signatory

(Sign and stamp)

For NAFED (IS) Division \_\_\_\_\_

## Annexure II: Quality specifications of the milled pulses

### Specifications For Chana Whole

(Specifications of Chana Whole is based on food Safety & Standard Authority of India Regulations 2011)

|   |  |
|---|--|
| Chana whole shall be the dried grains of gram ( <i>Cicerarietinum</i> Linn.) It shall be sound, clean, sweet, wholesome and free from unwholesome substances. It shall also conform to the following standars, namely:- |  |
| Moisture  | Not more than 16 per cent. by wight (obtained by heating the pulverised grains at 130°C-133°C for two hours)   |
| Foreign Matter<br>(Extraneous matter)   | Not more than 1 per cent.by weight of which not more than 0.25 per cent.by weight shall be mineral matter and not more than 0.10 per cent. by weight shall be impurities of animal origin. |
| Other edible grains   | Not more than 4 per cent by weight.  |
| Damaged Grains  | Not more than 5 per cent by weight.  |
| Weevilled grains  | Not more than 10 per cent by count.  |
| Uric acid   | Not more than 100mg. per kg  |
| Aflatoxin   | Not more than 30 micrograms per kilogram   |

Provided that the total of Foreign matter, other edible grains and damaged grains shall not exceed 9 percent by weight.

**Annexure III:  
Tentative Delivery location and quantity**

| <b>Revised Cluster</b> | <b>Delivery District</b>     | <b>Depot</b>          | <b>Tentative Qty 1 Year (MT)</b> |
|------------------------|------------------------------|-----------------------|----------------------------------|
| Cluster 1              | Bijapur                      | Bijapur               | 620.52                           |
| Cluster 1              | Bijapur                      | Bhopalpatnam          | 380.256                          |
| Cluster 1              | Bijapur                      | Bhairamgarh           | 360.72                           |
| Cluster 1              | Bijapur                      | Usur (Awapalli)       | 288.312                          |
| Cluster 1              | Dantweda                     | Gidam                 | 539.976                          |
| Cluster 1              | Dantweda                     | Dantweda              | 901.656                          |
| Cluster 1              | Dantweda                     | Kuankonda             | 370.416                          |
| Cluster 1              | Kondagaon                    | Keshkal               | 1009.944                         |
| Cluster 1              | Kondagaon                    | Kondagaon             | 1128.672                         |
| Cluster 1              | Kondagaon                    | Wadedogar             | 535.44                           |
| Cluster 1              | Kondagaon                    | Makdhi                | 582.144                          |
| Cluster 1              | Sukma                        | Konta                 | 303.456                          |
| Cluster 1              | Sukma                        | Sukma                 | 1079.664                         |
| Cluster 1              | Sukma                        | Dornapal              | 417.696                          |
| Cluster 2              | Badola                       | Dhondi                | 813.648                          |
| Cluster 2              | Bastar                       | Karpawand             | 862.248                          |
| Cluster 2              | Bastar                       | Jagdapur              | 1529.952                         |
| Cluster 2              | Bastar                       | Bastar (Ghat Lohanga) | 937.344                          |
| Cluster 2              | Bastar                       | Keshlur               | 1048.368                         |
| Cluster 2              | Kankeri                      | Antagarh              | 404.808                          |
| Cluster 2              | Kankeri                      | Amabedha              | 112.752                          |
| Cluster 2              | Kankeri                      | Kenker                | 593.112                          |
| Cluster 2              | Kankeri                      | Charama               | 579.288                          |
| Cluster 2              | Kankeri                      | Narharpur             | 570.432                          |
| Cluster 2              | Kankeri                      | Pankhajur             | 820.392                          |
| Cluster 2              | Kankeri                      | Bhanupratap pur       | 829.704                          |
| Cluster 2              | Kavardha                     | Bhondla               | 808.416                          |
| Cluster 2              | kheragarh-Chuikhdan-Gadai    | kheragarh             | 316.824                          |
| Cluster 2              | Mohla-Manpur-Ambagarh Chowki | Manpur                | 489.048                          |
| Cluster 2              | Mohla-Manpur-Ambagarh Chowki | Mohla                 | 471                              |
| Cluster 2              | Mohla-Manpur-Ambagarh Chowki | Chowki                | 650.376                          |
| Cluster 2              | Narayanpur                   | Narayanpur            | 736.56                           |
| Cluster 3              | Dhamtari                     | Dhamtari              | 235.776                          |
| Cluster 3              | Dhamtari                     | Nagrisihawa           | 994.416                          |
| Cluster 3              | Gariyaband                   | Gariyaband            | 1608.672                         |
| Cluster 3              | Gariyaband                   | Devbhog               | 667.752                          |
| Cluster 3              | Gariyaband                   | Mainpur               | 325.44                           |
| Cluster 3              | Gorela - Penda -Marwari      | Pendra Road           | 1532.208                         |
| Cluster 3              | Gorela - Penda -Marwari      | Marwari               | 993.456                          |
| Cluster 3              | Mahasamund                   | Pithora               | 465.576                          |

For NAFED (IS) Division \_\_\_\_\_

|           |                                  |             |                  |
|-----------|----------------------------------|-------------|------------------|
| Cluster 3 | Mahasamund                       | Basana      | 748.008          |
| Cluster 3 | Mahasamund                       | Bagbhara    | 601.944          |
| Cluster 3 | Mahasamund                       | Mahasamund  | 461.208          |
| Cluster 3 | Mahasamund                       | Saraipali   | 233.496          |
| Cluster 4 | Badolabazaar - Bhatapara         | Kasdol      | 554.496          |
| Cluster 4 | Bilaspur                         | Karhiroad   | 1713.672         |
| Cluster 4 | Kareba                           | Katghora    | 2637.36          |
| Cluster 4 | Kareba                           | Korba       | 3145.056         |
| Cluster 4 | Kareba                           | Pali        | 1316.928         |
| Cluster 5 | Raigarh                          | Kharisia    | 1053.792         |
| Cluster 5 | Raigarh                          | Gharghora   | 1129.92          |
| Cluster 5 | Raigarh                          | Dhanjaigar  | 1274.736         |
| Cluster 5 | Raigarh                          | Raigarh     | 99.144           |
| Cluster 5 | Raigarh                          | Lailunga    | 796.536          |
| Cluster 5 | Sakti                            | Sakti       | 299.088          |
| Cluster 5 | Sarngarh-Bilaegarh               | Baramkela   | 222.192          |
| Cluster 5 | Sarngarh-Bilaegarh               | Sarngarh    | 291.528          |
| Cluster 5 | Sarngarh-Bilaegarh               | Bilaegarh   | 252.528          |
| Cluster 6 | Jashpur                          | Kunkuri     | 701.904          |
| Cluster 6 | Jashpur                          | Jashpur     | 1239.168         |
| Cluster 6 | Jashpur                          | Patalgaon   | 1462.968         |
| Cluster 6 | Jashpur                          | Baghicha    | 1198.776         |
| Cluster 6 | Jashpur                          | Farsabahr   | 895.032          |
| Cluster 6 | Sarguja (Ambikapur)              | Ambikapur   | 2922.288         |
| Cluster 6 | Sarguja (Ambikapur)              | Seetapur    | 1765.584         |
| Cluster 6 | Sarguja (Ambikapur)              | Lakhanpur   | 1504.656         |
| Cluster 7 | Balrampur                        | Kusmi       | 961.848          |
| Cluster 7 | Balrampur                        | Ramanujganj | 1581.336         |
| Cluster 7 | Balrampur                        | Wadrafnagar | 1187.544         |
| Cluster 7 | Balrampur                        | Sanawal     | 572.976          |
| Cluster 7 | Balrampur                        | Rajpur      | 713.016          |
| Cluster 7 | Koria                            | Behkuntpur  | 1740.12          |
| Cluster 7 | Manendragah- Chirmiri- Bharatpur | Chirmiri    | 604.728          |
| Cluster 7 | Manendragah- Chirmiri- Bharatpur | Janakpur    | 737.976          |
| Cluster 7 | Manendragah- Chirmiri- Bharatpur | Manendragah | 817.032          |
| Cluster 8 | Surajpur                         | Vishrmpur   | 1383.36          |
| Cluster 8 | Surajpur                         | Surajpur    | 2783.64          |
| Cluster 8 | Surajpur                         | Pratappur   | 1035.264         |
|           |                                  |             | <b>70557.288</b> |