

Terms & Conditions for auctions to be held through NAFED e-portal (nafed.agribazaar.com) for supply of Tur Dal to State Government of Andhra Pradesh 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 Andhra Pradesh 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.

Name of Government Institution	Andhra Pradesh State Civil Supplies Corporation Limited
Milled/ processed pulses to be supplied	Tur Dal (Red Gram)
Delivery locations	251 MLS points of all 26 districts across AP State (Annexure III)
Pack size	Primary packing in 1 Kg packet with secondary packing in 50 Kg PP Bags
Delivery timelines	
EMD & SD	EMD – 2% of contract value SD – 5% 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	Red gram dal to be supplied within 40 days from the date of award of contract
Auction rules	
Bidding parameter	<ol style="list-style-type: none"> 1. Cost of milling, packaging, handling & transportation charges (Rs./qtl, including GST) of raw pulses stock to be issued to the miller at fixed OTR (conversion ratio of 73.23%) for milling and supply of Tur dal. 2. Cost of arranging for Milling, Packaging, handling and transportation of Milled Pulses to APSCSCL delivery centers at taluka level in the State of Andhra Pradesh. 3. Any other expenses as per the terms & conditions. 4. All levies, duties & taxes including GST, works contract tax, local taxes, income tax and other taxes, if any
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 the State Dept. whichever is later

NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.

- a.** The link for online bidding is <https://www.nafed.agribazaar.com> and the login details are Username – Registered Mobile Number (RMN); password through OTP.
- b.** This bid documents shall be governed and construed in accordance with the Indian Laws.
- c.** It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- d.** 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 empanelled with NAFED IS division at the time of e-auctions.
 2. The mill should be owned or leased through registered lease agreement only. In the eventuality of lease milling unit, the lease agreement must be registered and valid for another one year from the date of e-auction. The bidder will have to submit proof of capacity certificate (FSSAI certificate mentioning milling capacity certificate issued by the respective Department of the State Government) in support.
 3. The bidder should have valid FSSAI license for manufacturing, storing and packaging of Tur Dal. In case of registered lease agreement, FSSAI of registered milling unit needs to be submitted.
 4. Interested bidder shall submit Undertaking for Non-compete clause L of this contract on letterhead of firm duly stamped & signed (Format attached as Annexure-V of this contract).
 5. The bidders not fulfilling above eligibility criteria will not be allowed to participate in bidding process.
6. DECLARATIONS AND UNDERTAKINGS:
- i. It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entity(ies) while submitting their applications:
 - a) The intending bidder(s)/applicant(s) is/are/was/were neither in litigation with Nafed at any point of time regarding any business and trade activity of Nafed nor was/were it/they ever blacklisted by Nafed on account of such litigation(s) or otherwise.
 - b) Any of the present and past directors/proprietor/partners/ promoters etc of intending bidder(s)/applicant(s) was/were or is/are not part of such other and separate entity(ies) which was/were/is/are in litigation with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason.
 - ii. If intending bidder(s)/applicant(s) is/are/was/were in litigation (s) with Nafed in present/past, it shall be incumbent upon such bidder(s)/applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.
 - iii. If any of the applicant(s) /intending bidder(s) or their promoters are found involved in litigation(s) with Nafed whether in past and present or they have/had been blacklisted by Nafed or/and any of the promoters of intending applicant(s)/bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason, Nafed shall have sole discretion to decide on the selection of such applicant(s)/bidder(s) even if such applicant(s)/bidder(s) fulfilling eligibility criteria and Nafed's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

Note:

The intending bidders will have to mail the documents supporting their eligibility criteria through email to isupply@nafed-india.com latest by **13-11-2024; 11:00 AM**.

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 auction.
- b) The successful bidder must provide a Certificate of Analysis (CoA) for each batch (maximum 60 MTs) from an NABL accredited laboratory at the time of delivery at the MLS points.
- c) The successful bidder shall undertake the milling in the milling unit registered with NAFED. Successful bidder shall provide self-declaration in the format attached (Annexure I) to certify the same. 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 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.
- d) 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.
- e) 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.
- f) 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 Tur by NAFED. The un-milled stock shall provided to the miller based on the fixed conversion ratio (un-milled to milled %) of 73.23%.
 - 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. **10,000/qtl.**
 - ii. Option 2: Lifting of stock proportionate to satisfactory 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. Partial lifting of stock shall be allowed subject to submission of bills with relevant documents.
- 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 product 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 Andhra Pradesh by DoCA. 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.
 - h) In case of non-lifting of the raw stock within the free delivery period allowed to APSCSCL, godown rent shall be charged by NAFED from the successful bidder wherever applicable for storage of stocks based on un-lifted quantity for the extended period of up to 30 days.
 - i) In case the successful bidder fails to lift the confirmed quantity within the free period, as above after payment of godown rent as mentioned above, the stocks shall continue to be stored by NAFED on behalf of the party after 30 days (as above) 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 drilage, theft, fire or any natural calamity, etc. or any other consequences thereupon. However, the DO will remain valid till 60 days from the date of Issue with godown rent. After expiry of 60 days, the DO will stand cancelled for lifting by the miller and Nafed will auction the stock and will deposit the sale proceeds, to the account of the miller after deductions of expenses, godown rent etc. if any incurred. No other claim of the party on account of cancelled DO will be entertained.
 - j) As the stock to be issued to the successful bidder/miller is allocated to State Government therefore millers are advised to supply Tur Dal only after lifting raw material.
 - k) 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.
 - l) Since the raw material is of APSCSCL and NAFED is only offering milling and supply so in case any quality dispute arise in raw Tur, NAFED will compile the request received from millers and submit the same to APSCSCL for necessary direction. The decision of APSCSCL will be final and binding on all.

3. Packaging & labeling

a) Successful bidder should supply the stock of processed pulses as per the quality parameters defined in annexure 2 of this document Primary packing in 1 Kg packet with secondary packaging in 50 Kg PP Bags.

b) The following specifications for packing should be strictly adhered to:

Primary Packing (1 Kg Packets):

- Redgram Dall to be supplied in 1 Kg transparent polythene packs with the following details printed:
 - Batch number, Date of Packing, Best before 5 months from the date of manufacturing.
 - Laminated printing with design as approved by the corporation.
 - The APSCSCL Logo prominently displayed.
- Weight per packet: The net weight of each pack should be 1000 grams.
- The polythene used should be of high-quality material, with 12 PET + 60 LDPE transparent poly qualities.
- Size of one Kg. RG Dal Pack shall be as per the standards having weight of 8.5 to 9 gms
- Pouch shall be of Centre Sealing and shall withstand bursting test.

Secondary Packing (50 KG PP Bags):

- 50 Kg Polypropylene bags (new), each containing 50 x 1 Kg packets of Redgram Dall.
- Weight of PP bags: Each bag should weigh between 90-100 grams and be double-stitched.
- The total weight of each bag should be 50 Kg.
- Minimum requirement: 20 bags per MT, without any reduction in quantity.

The pack design to be printed on 1 Kg packaging material has been provided at Annexure IV

4. Assaying & Testing

- a) Successful bidder 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 handed over 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 successful bidders. The sample should be properly labelled indicating truck number and auction ID.
- b) At each MLS point, samples will be drawn randomly from two bags per truck. The samples will be tested to ensure conformity with the specified quality standards.
- c) If any batch fails to meet the required standards, it will be rejected outright, and the supplier must replace the entire stock within 5 days at their own cost.
- d) Cross-checking of Quality: 10% of the district samples will be sent to NABL-accredited labs for quality cross-checking.
- e) The quality of processed dal will be evaluated based on the quality specifications mentioned in this contract.
- f) In the event, the sample collected by the assayer fails to meet the quality specifications as laid down in this auction, the successful bidder shall be liable to replace the stock.
- g) In the event, during any given supply order, 2 or more samples from any successful bidder fail to meet the quality parameters, NAFED reserves the right to suspend the successful bidder from participation in future contracts. The duration of suspension

will be at sole discretion of NAFED.

5. Delivery process

- a) **Delivery Deadline: The stock should reach designated MLS points within 40 days from the date of award of contract**
- b) **Daily Reporting:** The supplier must provide daily updates on the quantity delivered, district-wise, to mktgho.apscsco@ap.gov.in.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) Quantities supplied in excess of the quantity specified in the purchase order will not be paid for.
- i) Institutional client/ NAFED reserves right to revise 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 hear any financial liability arising due to cancellation by State etc. NAFED may also offer to extend the order quantity beyond 25% subject to consent of the miller.
- j) Data entry on nafed.agribazaar.com
 - k) It will be mandatory for all the millers to update status of dispatch of milled pulses on nafed.agribazaar.com. For this purpose, you may log on to nafed.agribazaar.com and go to 'Dispatch' section to enter OTR-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.

6. Warranty

- a) Successful bidder has to ensure that processed dal delivered to State adheres to quality specifications as per contract with a minimum shelf life of 6 months from date of packaging. In the event, the stock is found not-conforming to the mentioned quality parameters anytime during period of 6 months from date of packaging, 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 as per the bidding schedule specified above.
2. The bidder has to bid for
 - a) Cost of milling, handling & Transportation charges (Rs/qtl, including GST) of raw Tur stock to be issued to the miller at fixed OTR (conversion ratio of 73.23%) for milling and supply of Tur Dal.
 - b) Cost of arranging for milling, handling and transportation to APSCSCL delivery centers as per this tender.
 - 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 are included.
 - d) 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.
 - e) The rate quoted by the Bidder shall be the same for allocations for which it is submitted.
 - f) 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 Tur Dal, the miller shall be issued un-milled/Raw Tur stock based on 73.23% OTR (out turn ratio) i.e. for every 73.23 Kgs of milled/graded Tur supplied by the miller, 100 Kgs of un-milled stock shall be issued to the miller by NAFED.
4. NAFED shall not be liable for any mistake made by the bidder(s) in punching the bids at the time of e-auctions. 25% of the EMD submitted by the successful bidder in such case shall be forfeited.
5. 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 given timelines, NAFED reserves the right to cancel/reject the bid submitted by successful bidder.
6. The successful bidder shall be allowed to retain the residual as result of milling/upgradation of the un-milled stock.
7. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.
8. The winning bid will remain valid for 30 calendar days from date of bid submission 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.
 - b) The supplier must provide a Certificate of Analysis (CoA) for each batch (maximum 60 MTs) from an NABL accredited laboratory at the time of delivery at the MLS points.
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 and unloading point (if any)

E. EMD and Security Deposit

1. The bidders shall require 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 intended auction individually.
3. 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 shall be auto adjusted as SD. Balance 3% amount shall be deposited by the successful bidder within 05 bank working days.
4. The successful bidder will have to submit balance 3% security deposit either in form of Bank Guarantee (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 05 bank 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.
5. If successful bidder fails to deposit SD amount within given time period, EMD deposited by the successful bidder at the time of bidding, shall be forfeited by NAFED without giving any written notice. In such eventuality, NAFED reserves the right to cancel/ reject the bids at the cost and risk of the successful bidder.
6. Upon satisfactory supply of the tendered items by the successful bidder within the stipulated time, the security deposit of the successful bidders will be returned (without any interest) preferably within 15 working days from date of submission of bills along with relevant documents to the State Head of the concerned branch of NAFED.
7. The security deposit of the successful bidder shall be forfeited by NAFED without giving any written notice under following circumstances:
 - a) Non-completion of the contract by the successful bidder.
 - b) Non-payment of penalty charges, penal storage rent or any other dues to State Institution and/or NAFED.
 - c) Deviation to the any terms and conditions of this contract note during supply period.
8. The EMD and SD deposited by the successful bidder shall carry no interest and refunded to the successful bidder after completion of successful deliveries and receipt of payments from the concerned government department to NAFED. Penalties/ deduction, if any deducted by the buyer shall be recovered from the successful bidder.

F. Penalty clauses

1. Stock delivered after due date of delivery will be liable for penalty. The following penalties will be imposed:

Delay Duration	Penalty
1-7 days	0.4% of stock value
8-10 days	1.0% of stock value
11-15 days	1.5% of stock value
Beyond 15 days	Termination of contract, forfeiture of security deposit, blacklisting for 6 months

2. If stock does not meet the quality standards, the following penalties will be levied:

- The entire stock must be replaced at the supplier's cost within 5 days.
 - If the stock is already distributed, a **3% penalty** on the value of the distributed quantity will be imposed.
 - In case the stocks are rejected at the designated MLS Point post assaying, storage charges on non-accepted stock shall be charged @ Rs.5/- per bag per day until the period of removal after giving grace period of 10 working days from the date of intimation of non-acceptance to the supplier over e mail or through letter communicate.
3. The supplier must comply with the Legal Metrology (Packaged Commodities) Rules, 2011, specifically Rules 19 and 20. Non-compliance will attract penalties.

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 inclusive of all the applicable taxes as per the governing laws.

I. Invoicing and payment

1. Upon successful delivery of milled pulses, miller shall raise invoice of milling, handling and transportation charges to NAFED.
2. Truck-wise and District-wise Invoices: Submit invoices in duplicate, along with the signed acknowledgments from the MLS points as proof of receipt along with request letter.
3. Invoices will be processed for payment after confirmation of stock receipt and quality verification and receipt of payment from APCSCL.

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

L. Non-Compete clause

It shall be incumbent upon intending bidders not to compete alone or together with others either directly or indirectly with NAFED while making similar supplies in State/Central scheme on behalf of other agencies nominated by the government of India in this regards and appropriate undertaking on the letter head of the intending bidder shall be submitted to NAFED. Non-adherence or violation of this clause by bidders shall attract debarring and blacklisting from any business operation of

NAFED, followed by appropriate legal action at the risk and consequence of such bidders.

M. 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.

N. 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.

O. 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

P. 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.

Q. 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 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.

R. 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.

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 <name of the firm> has been awarded contract for milling and supply of milled <name of dal> to **<RESPECTIVE AUTHORITY>** through NAFED wide auction CHG <__>.
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)

Annexure II: Quality specifications of the milled pulses

The Redgram Dall must conform to the following FSSAI standards:

Sl. No.	Parameter	Limit
1	Moisture Content	Max 12%
2	Extraneous Matter	Max 1% (0.25% mineral, 0.10% animal origin)
3	Seeds with serious defects	Max 1%
4	Seeds with slight defects (including broken pulses)	Max 7% (Broken pulses must not exceed 3%)
5	Other edible pulses/grains	Max 2%
6	Discolored seeds	Max 3%
7	Uric acid content	Max 100 mg/kg

- The Redgram Dall should be Indian-origin, free from mold, discoloration, pests, and any deleterious substances.
- The supplier must provide a Certificate of Analysis (CoA) for each batch (maximum 60 MTs) from an NABL accredited laboratory at the time of delivery at the MLS points.

Annexure III
District wise MLS
Points Quantity

Statement showing the details of District wise MLS Points

S. No.	Name of the districts	Name of the MLS Point
1	Srikakulam	AMADALAVALASA
2		G.SIGADAM
3		ICHAPURAM
4		JALUMURU
5		KANCHILI
6		KOTABOMMLI
7		LAVERU
8		MELIAPUTTI
9		NARASANNAPETA
10		PALASA
11		TEKKALI
12		SRIKAKULAM
13		SARUBUJILI
14		KOTHURU
	Total	14
1	Vizianagaram	BHOGAPURAM
2		BOBBILI
3		CHEEPURPALLI
4		GAJAPATHINAGARAM
5		KOTTAVALASA
6		S.KOTA
7		THERLAM
8		VIZIANAGARAM 1
9		VIZIANAGARAM 2
10		RAJAM
11		REGIDI AMADALAVALASA
	Total	11
1	Manyam	GL.PURAM
2		KURUPAM (Plain) / (Ghat)
3		MAKKUVA
4		PACHIPENTA
5		PARVATHIPURAM (Plain)

		PARVATHIPURAM (Ghat)/ SALUR
7		PALAKONDA
8		SEETHAMPETA
	Total	8
1	Visakhapatnam	MARRIPALEM I
2		MARRIPALEM II
3		VADLAPUDI
4		PADMANABHAM
5		PENDURTHI
6		BHEEMILI
	Total	6
1	Anakapalli	ANAKAPALLI
2		KASIMKOTA
3		PARAWADA
4		CHODAVARAM
5		RAVIAMATHAM
6		K KOTAPADU
7		DEVARAPALLI
8		V.MADUGULA
9		NARSIPATNAM
10		KOTUARUTLA
11		NAKKAPALLI
12		PAYAKARAOPET
13		YELAMANCHILI
14		ROLLUGUNTA
15		NATHAVARAM
	Total	15
1	Alluri Sitharama Raju	ARAKU
2		KASIPATNAM
3		CHINTAPALLI
4		PADERU
5		GK VEEDHI
6		G.MADUGULA
7		K.D.PETA
8		MUNCHINGPUT
9		PEDABAYALU
10		ADDATEEGALA
11		CHINTALLOOR
12		MAREDUMILLI
13		RAMPACHODAVARAM
		RAJAVOMMANGI

	Total	14
1	Konaseema	AMALAPURAM
2		DRAKSHARAMA
3		MANDAPETA
4		MUMMIDIVARAM
5		P GANNAVARAM
6		RAVULAPALEM
	Total	6
1	Kakinada	DIVILI
2		GOLLAPROLU
3		JAGGAMPETA (Gandepalli , Jaggampeta & Yeleswaram Mandals)
4		KAKINADA
5		PITHAPURAM
6		TUNI
7		VELANGI
	Total	7
1	East Godavari	BICCAVOLU
2		KORUKONDA
3		RAJAHMUNDRY
4		NIDADAVOLE
5		GOPALAPURAM
	Total	5
1	West Godavari	TADEPALLIGUDEM
2		TANUKU
3		PENUMANTRA
4		NARASAPURAM
5		PALAKOLE
6		UNDI-I & II
	Total	6
1	Eluru	ELURU
2		PATHURU
3		DHARMAJIGUDEM
4		JANGAREDDYGUDEM
5		K.R.PURAM
6		KUKUNOOR
7		NUZVID
8		KAIKALURU
	Total	8

1	Krishna	MACHILIPATNAM
2		AVANIGADDA
3		BANTUMILLI
5		GUDIVADA
6		PAMMARRU
7		GANNAVARAM
8		VUYYURU
		Total
1	NTR Vijayawada	VIJAYAWADA(U)&(R)
2		MYLAVARAM
3		NANDIGAMA
4		KANCHIKACERLA
5		VISSANNAPET
6		TIRUVURU
7		JAGGAIAHPETA
	Total	7
1	Guntur	GUNTUR (Urban)
2		GUNTUR (RURAL)
3		MANGALAGIRI
4		PRATHIPADU
5		TADIKONDA
6		TENALI & DUGGIRALA
8		PONNUR
		Total
1	Palnadu	NARASARAOPETA
2		CHILAKALURIPETA
3		GURAZALA
4		MACHERLA
5		PIDUGURALLA
6		VINUKONDA
7		ACHAMPET
8		PEDAKURAPADU
9		RAJUPALEM
10		SATTENAPALLI
	Total	10
1	Bapatla	ADDANKI
2		CHIRALA
3		MARTUR
4		PARCHUR
5		Vemuru
6		BAPATLA

7		REPALLE
	Total	7
1	Prakasam	CUMBUM
2		GIDDALUR
3		KANIGIRI
4		MARKAPUR
5		DONAKONDA
6		ONGOLE
7		Y.PALEM
8		CHIMAKURTHY
9		S KONDA
10		PAMUR
	Total	10
1	Nellore	NELLORE
2		INDUKURPETA
3		ATMAKUR
4		PODALAKUR
5		KAVALI
6		KOVUR
7		BUCHI
8		VINJAMUR
9		UDAYAGIRI
10		RAPUR
11		KANDUKUR
	Total	11
1	Tirupati	TIRUPATHI
2		CHANDRAGIRI
3		SRIKALAHASTHI
4		SATYAVEDU
5		PICHATUR
6		PAKALA
7		PUTTUR
8		GUDUR
9		VAKADU
10		NAIDUPET
11		SULLURPET
12		VENKATAGIRI
	Total	12
1	Chittoor	CHITTOOR
2		G.D. NELLORE
3		PUTHALAPATTU
4		BANGARUPALYAM

5		KARVETINAGARAM
6		NAGARI
7		PACHIKAPALLAM
8		ROMPICHERLA
9		SODAM
10		PUNGANUR
11		PALAMANER
12		V KOTA
13		SANTHIPURAM
14		KUPPAM
	Total	14
1	Y.S.R.	BADVEL
2		CHENNUR
3		JAMMALAMADUGU
4		KADAPA
5		KAMALAPURAM
6		MUDDANUR
7		MYDUKUR
8		PORUMAMILLA
9		PRODDATUR
10		PULIVENDULA
11		VEMPALLI
12		VONTIMITTA
13		YERRAGUNTLA
	Total	13
1	Kurnool	KURNOOL
2		VELDURTHI
3		GUDUR
4		ADONI
5		ALUR
6		PATHIKONDA
7		YEMMIGANUR
	Total	7
1	Nandyal	NANDYAL
2		RUDRAVARAM
3		KOILAKUNTLA
4		ALLAGADDA
5		BANAGANAPALLI
6		NANDIKOTKUR
7		ATMAKUR
8		SRISAILAM
9		DHONE

10		PEAPULLY
	Total	10
1	Puttaparthi	BUKKAPATNAM
2		DHARMAVARAM
3		MUDIGUBBA
4		PENUKONDA
5		HINDUPUR
6		GORANTLA
7		MADAKASIRA
8		KADIRI
9		O.D.CHERUVU
10		GANLAPENTA
11		C.K.PALLI
12		TANAKAL
	Total	12
1	Ananthapuram	RAPTADU
2		ATMAKUR
3		SINGANAMALA
4		TADIPATRI
5		GUNTAKAL
6		YADIKI
7		GOOTY
8		URAVAKONDA
9		KALYANDURG
10		KAMBADUR
11		KANEKAL
12		RAYADURG
	Total	12
1	Annamayya	CHINNAMANDEM
2		KODUR
3		LR PALLI
4		RAJAMPETA
5		RAYACHOTY
6		MADANAPALLE
7		B KOTHAKOTA
8		THAMBALLAPALLE
9		VOYALPAD
10		KALAKADA
11		PILER
12		KALIKIRI
	Total	12
	Grand Total	251

**Annexure IV
Pack Design**

కంది పప్పు

Name of the Product : **TOOR DALL**
 Net Wt : **1 Kg**
 Date of Packing : **Oct-2024**
 Batch No. : **10/2024**
 Expiry Date : **Best Before 5 Months**

ఆంధ్రప్రదేశ్ రాష్ట్ర పౌరసరఫరాల సంస్థ

కంది పప్పు

For distribution under PDS /ICDS

S.No	Parameter	Limit
1	Moisture Content (per cent) by mass, Max.	Moisture without seed coat - 13 Not more than 1 per cent, by mass of which not more than 0.25 per cent, by mass shall be in seed coat and not more than 0.10 per cent, by mass shall be in part free of seed coat.
2	Extraneous Matter	Not more than 1 per cent.
3	Defects (i) Seeds with various defects (Seeds in which the cotyledons have been affected or affected by pests, seeds with very slight traces of mould or decay, or slight cotyledon staining.)	Not more than 1 per cent.
4	(ii) Seeds with slight defects (Seeds which have not reached normal development, seeds with extraneous seed coat staining, without the cotyledon being affected, seeds in which the seed coat is stained with pronounced flaking or broken - grains.)	Not more than 7 per cent, of which broken pulses must not exceed 2 per cent.
5	Other edible pulses grains, by mass	Not more than 2 per cent.
6	Discarded seeds by mass	Not more than 2 per cent.
7	Use add not more than	100 mg per kg.

NOT FOR RETAIL SALE

Manufactured & Packed By:
Karthikeya Dal Producers
 D.No:31-194, Enugupalem Road,
 Vinukonda, Guntur dist.,
 Andhra Pradesh Pin-522647
 E-mail: karthikeyadalvnk@gmail.com
 Fssai Lic no:1002044000407

**Net weight
1 Kg**

**Andhra Pradesh State
Civil Supplies Corporation Ltd.**
 4th, 5th Floor, Regd. Office : H. No.: 10-152/1,
 Sri Sai Towers, Ashok Nagar, Kanuru,
 Bandar Road, Vijayawada - 520007

కంది పప్పు

Net Weight :
 Packed by :
 Packed for :
 Packed Date:

సక్ష్మ అంగన్వాడీ & పోషణ 2.0

కంది పప్పు

బేక్ పావ్ మి రేషన్

Net. Wt. **1kg**

పోషక విలువలు	పరిమాణం
ప్రోటీన్	24 గ్రాం
కార్బోహైడ్రేట్	0 గ్రాం
ఫైబర్	0 గ్రాం
కేలరీలు	348 గ్రాం
బియ్యం	80 గ్రాం

తెలుగువారిలోని విలువలు

- బియ్యం పొందే లోక ఫోన్ నెంబర్ 196780 నాన్ ఎమర్జెన్సీ
- సంబంధించిన సేవలను పొందడానికి 196780 నాన్ ఎమర్జెన్సీ నెంబర్ ను ఉపయోగించండి.
- ఈ సందర్భంలో, ఎవరైనా సహాయం అందిస్తే కృతజ్ఞతగా దీనిని తెలియజేయండి.

మహిళా సహాయక కమిటీ సేవలను పొందండి

TOLL FREE NUMBERS

Child Help Line	- 1095
Women Help Line	- 191
Poshan Help Line	- 14408

Manufactured & Packed by:
Karthikeya Dal Producers
 D.No:31-194, Enugupalem Road,
 Vinukonda, Guntur Dist.,
 Andhra Pradesh - 522647
 Email: karthikeyadalvnk@gmail.com
 FSSAI Lic No: 1002044000407

“Annexure V

***Undertaking cum Declaration for Non-Compete Clause
(To be furnished on the letter head by the intending bidder)***

The following irrevocable undertaking cum declaration is being furnished in terms of clause.....of the tender document.....(reference no. of tender document) for and on behalf of(Name of the firm) through(name of authorized person) in favour of the Managing Director, Nafed:

1. M/s <name of the firm> is intended to participate in the auction for processing & supply of Tur Dal to prescribed locations to State Government of Andhra Pradesh under PDS, through NAFED vide auction ID CHG <>, <>, <>, <>.
2. It is undertaken that M/S <Name of firm> shall not compete alone or together with others, either directly or indirectly with NAFED while making similar supplies in State/Central scheme on behalf of other agencies nominated in this regard by the government of India.
3. It is further undertaken and declared that M/S <name of the firm> alone or together with others, either directly or indirectly, is neither a supplier of any food items (food grains, pulses and edible oil, etc) to any department in any State of India on behalf of other agencies nominated in this regard by the Government of India, nor will compete with NAFED for same in future.
4. It is understood and acknowledged that non-adherence or violation of this undertaking cum declaration by M/S <Name of firm> shall attract debaring and blacklisting from any business operation of NAFED, followed by appropriate legal action at the risk and consequence of our firm.

For <name of the firm>

Authorized signatory (sign and stamp)