

Date of listing auction: 27/11/2024

**Terms & Conditions for auctions to be held through NAFED e-portal (nafed.agribazaar.com) for supply of supplementary nutrition/ to the State Government of Uttar Pradesh**

NAFED IS Division invites bids through its e-portal i.e <https://www.nafed.agribazaar.com> from all its empaneled millers meeting the additional eligibility criteria as per terms & conditions mentioned in clause A of this documents, for purchase, processing & supply of food grains, pulses and edible oil to prescribed locations across the State of Uttar Pradesh for distribution to Anganwadis

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>Commodities to be supplied<br/>Take Home Ration (T.H.R)</b> | Fortified Wheat daliya, Masur Whole and fortified edible oil (Refined Soyabean Oil or Mustard Oil) and kit bags   |
| <b>Delivery locations</b>                                      | Doorstep delivery to anganwadis across the urban areas & to child development project office in rural areas in the State of Uttar Pradesh. In case of delivery to project offices across rural blocks as above in the State, Price bid of the successful bidders to be decreased as per deduction quoted by bidder in Annexure C.   |
| <b>Pack size</b>   | Food items to be packed in 500gms/ 1 Kg pack size and Fortified edible Refined Soyabean oil/ Fortified edible Mustard Oil to be packed in 500 ml/400 ml pouches or less, or any other pack size specified by the Department.<br>Each food item need to be packed in master packing not exceeding 50 Kgs and Fortified Edible Oil to be packed in cardboard cartons as per market practice.  |
| <b>Estimated tentative contract value (Rs. In Crores)</b>      | Cluster 1: 80<br>Cluster 2: 88<br>Cluster 3: 83<br>Cluster 4: 74<br>Cluster 5: 75<br>Cluster 6: 75<br>Cluster 7: 71<br>Cluster 8: 60<br>Cluster 9: 73   |
| <b>Contract period</b>   | Q3 FY 24-25   |
| <b>Due date of delivery</b>                                    | Allocation of 1 <sup>st</sup> month must commence within 15 days of award of contract and be completed within 30 days.<br>After 30 days of award of contract, 15 days each will be given for completing the supply of consequent months<br>Or as per delivery schedule received from the State Govt. <ul style="list-style-type: none"><li>• Bidder has to report issues (if any) in writing immediately, in unloading the Stock at delivery point.</li></ul> |
| <b>EMD &amp; SD</b>  | EMD – 1% of the monthly contract value<br>SD – 2% of the monthly contract value   |

**Submission of EMD & SD by the successful bidder**

EMD –

| Cluster      | EMD 1%            |
|--------------|-------------------|
| Cluster 1    | 2,665,000         |
| Cluster 2    | 3,000,000         |
| Cluster 3    | 2,809,000         |
| Cluster 4    | 2,531,500         |
| Cluster 5    | 2,543,500         |
| Cluster 6    | 2,575,600         |
| Cluster 7    | 2,407,400         |
| Cluster 8    | 2,050,900         |
| Cluster 9    | 2,489,200         |
| <b>Total</b> | <b>23,072,100</b> |

Cluster wise EMD for each cluster as per detail above is to be paid offline to Nafed Lucknow branch in bank account as mentioned below 1 day prior to the date of auction. The details of the same mentioning cluster for which EMD has been paid has to be shared with the NAFED lucknow branch via email (Nafkln@nafed-india.com).

EMD of the unsuccessful bidders shall be refunded within 5 bank working days from the date of auction.

In the event auction is rejected by NAFED, the EMD of all the bidders shall be refunded within 5 bank working days from the date of rejection of auction.

Since 3 auctions with different pulses is listed for bidding for each cluster, bidder will be allowed to participate in all 3 auctions of respective Cluster for which EMD has been paid.

- NAME OF THE BENIFICEARY - NAFED
- NAME OF THE ACCOUNT NUMBER- 39315136299
- NAME OF BANK- State Bank of India
- ADDRESS OF THE BANK- SBI BHITOLI LUCKNOW
- IFSC CODE- SBIN0015471

SD – Miller may convert EMD to SD or submit SD in form of Bank Guarantee from any scheduled bank in India or through NEFT/RTGS to NAFED

**Auction rules**

**Bidding parameter**

Lump sum cost of T.H.R which will include (Different GST% will be applicable for different items as per slab)

1. Cost of milling, handling, packaging & Transportation charges (Rs./qtl, including GST) of raw pulses stock to be issued to the miller -at fixed OTR (conversion ratio as per clause 93.50% of this terms & conditions) for milling and supply of Masur Whole to door step of anganwadis across the State of UP as per the delivery schedule provided by the State Govt.
2. Cost of by-products (quantity equivalent to 6.50% of raw stock issued to the miller) payable to NAFED at rate of Rs. 1,000 per

|                        |  |
|------------------------|--|
|                        | <p>quintal</p> <p>3. Cost of conversion of wheat to daliya and onwards cost of packaging &amp; Transportation charges (Rs./qtl, including GST) of the fortified wheat daliya for supply upto to doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State Govt. considering that for every unit of daliya supplied, 1.085 units of wheat will be provided by the State from its wheat allocation, as per the approval of the State Department.</p> <p>4. Cost of procurement, packaging, &amp; transportation of 100 ltr of fortified edible Soyabean oil/Mustard Oil with vitamin A &amp; D (as per Annexure A), delivered upto the anganwadis across the State of UP as per the delivery schedule provided by the State Govt.</p> <p>5. Cost of 100 carry bag for Dailya &amp; Masur Whole and arranging for secondary transportation to doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State Govt.</p> <p>6. Any other expenses as per the terms &amp; conditions</p> <p>7. All duties including GST, works contract tax, local taxes, Income tax and other taxes and any other levies required by law including all taxes</p> |
| <b>Auto extensions</b> | 3 extensions with any revision in lowest bid during last 3 minutes of each auction round   |
| <b>Bid Validity</b>    | 30 calendar days from the date of bidding or acceptance of bid by State Govt. whichever is later.  |
| <b>Note</b>            | Stock will be provided later   |

## Introduction

NAFED invites bids from its empaneled millers meeting the additional eligibility conditions as set out in this document to undertake doorstep delivery of T.H.R as per the supplementary nutrition requirement prescribed by the State (Annexure-E) to all anganwadis across the urban and rural blocks of the State of Uttar Pradesh.

### GENERAL - TERMS AND CONDITIONS

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

1. Bidder must be empaneled pulses miller with NAFED IS division at the time of e-auctions.
2. Additional eligibility criteria:
  - a. The miller should have minimum average annual turnover of Rs. 75 Crore for last 3 financial years) (2020-21, 2021-22 & 2022-23). The millers are required to submit CA

certificate along with copies of audited balance sheets and profit & loss accounts as supporting document.

- b. The miller should have, minimum experience of supply of 5000 MTs of Milled Pulses in 1 Kg and / or ½ kg packing upto Anganwadi Centers in schemes of Central Government/ State Government/ Nafed in past 36 months. The miller shall provide copy of work completion certificate from the concerned Government/NAFED of the supplies made as supporting document.
- c. The miller should have experience of supply of milled pulses at least upto doorstep of a minimum of 5000 anganwadis in any one State through State Government/Central Government/NAFED, in past 36 months. The miller shall provide copy of work completion certificate for same.
- d. The Miller should have either owned or leased milling facility, complying all Statuary requirements. In the eventuality of leased milling unit, the lease agreement must be registered and valid for another 6 months from the date of e-auction. The miller should have valid FSSAI license to trade & supply all commodities mentioned in Annexure A. Miller must provide valid FSSAI license as supporting document.
- e. The miller should have GST registration and need to provide details of the same.
- f. Net Worth of the bidder(s) should be in positive during the preceding three financial years, for which bidder shall require to submit a certificate from Chartered Accountant.
- g. Interested bidder shall submit Undertaking for Non-compete clause M of this contract on letterhead of firm duly stamped & signed (Format attached as Annexure-G of this contract).
- h. **DECLARATIONS AND UNDERTAKINGS:**
  1. 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.
  2. 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.
  3. 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 Bidders shall submit their eligibility and qualification details & supporting documents for the auction through email to [isupply@nafed-india.com](mailto:isupply@nafed-india.com) latest by 11:30 AM, 3-12-2024. **Those bidders who were already allowed to participate in auctions dated 12-07-2024 need not to submit documents again.**
- Before e-auctions, any participants may be asked further for submission of additional / required documents through email and these documents shall be required to submit by the miller separately through email within given time period.
- Only the millers meeting the required eligibility conditions & qualification criteria will be allowed to participate in the auctions.
- QR Code:- The bidder will have to print QR Code, containing details of the supplying stock on the packing of T.H.R

**B. Scope of work**

1. The selected miller shall be responsible for supplying T.H.R as per Delivery instruction of NAFED to the districts allocated to the miller, as per technical specifications specified in Annexure B of this tender document, pack them as per the specification & conditions given and deliver T.H.R to doorsteps of the Anganwadis in the urban and rural areas, within the time limit as specified in work order/tender conditions. The delivery locations may vary as per the schedule of the State Govt.
2. For Masur Whole
  - a. The miller shall be provided un-milled stock of Masur by NAFED. The un-milled stock shall be provided to the miller based on the fixed conversion ratio (un-milled to milled, %) of 93.50%.
  - b. The successful bidder shall supply the pulses from milling units registered with NAFED. In the event, the miller leases any additional milling unit, the same shall be informed to NAFED along with details of the leased mill and the copy of lease agreement for the same.
  - c. The detail of the unmilled stock offered by NAFED will be detailed in the auction scheduled. The stock will be offered on net weight basis.
  - d. The locations of stock mentioned in tender document is provisional. Final stock location will be informed in supply order. In case of any changes in final location of raw material, it will be kept to the nearest location of the provisionally allocated stock.
  - e. 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.
  - f. The successful bidder shall be responsible for supply of contracted quantity of Masur Whole to doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State Govt.
  - g. The successful bidder may select any of the options listed below to take delivery of raw material

- i. Option 1: Lifting of stock against 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 intimated to the selected miller at the time of award of contract.
  - 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.
  - iii. The Successful bidder may pre-inspect the earmarked stocks of raw stock, at its own cost, before submission of the bid.
  - iv. 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.
- h. In case of non-lifting of the raw stock within the free delivery period, 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. Thereafter, if the successful bidder does not lift the stocks of raw stock, penal godown rent (double the normal rent) will be charged for next month. The maximum period allowed for extension in Delivery Order is 60 days from the date of issuance of Delivery Order with applicable penal godown rent. After expiry of 60 days, un-lifted stock, if any, may be sold by NAFED. Sale proceed will be released to party after recovery of losses/cost, if any. During the intervening period, 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 drilage, theft, fire or any natural calamity, etc. or any other consequences thereupon.
- i. 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 delivery.
  - j. In the event, at time of lifting, the balance stock of raw stock offered to successful bidder at the godown is less than 5% of the total quantity of the Delivery Order (DO), successful bidder shall be liable to lift the balance quantity along with the quantity specified in the DO. The rate at which the excess quantity shall be sold to successful bidder will be as per the contract value and will be notified to the successful bidder in the award letter.
  - k. 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.
  - l. The raw material for this auction is issued to the state government by Department of Agriculture and Farmers Welfare, GOI under Discounted Pulses Scheme. Thus, the delivery orders will be issued in f/o State Government of Uttar Pradesh with limited free lifting period. Therefore, godown rent applicable after the free lifting period

allowed to State Govt., Uttar Pradesh will be charged from the supplier. There might be instances where godown rent will be charged from the supplier right from the date of issue of DO by Nafed Local branch.

3. For Fortified wheat daliya

- a. For purpose of supply of fortified wheat daliya, the miller shall be provided with wheat stock @ 108.5% (as per the approval of the State Department) of the total wheat daliya to be supplied by the millers in the districts allocated to the miller.
- b. The wheat stock to be issued to the miller against the supply of wheat daliya respectively will be issued from Star Agri Warehouses.
- c. The successful bidder will be responsible for lifting the wheat from Star Agri warehouses and transport (which includes handling, transportation, transit insurance, loading/unloading etc.).
- d. The successful bidder shall be responsible for supply of contracted quantity of fortified wheat daliya to doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State Government.
- e. As per direction of NAFED, M/S Star Agri has lifted the Wheat stock from Various FCI Depot and deposited in their warehouses, bidder need to pay the Storage, Insurance and transportation cost to M/S Star Agri.
- f. The successful bidder may select any of the options listed below to take delivery of wheat stock
  - a. Option 1: Lifting of stock against security deposit (in form of RTGS/NEFT, or Bank Guarantee from a scheduled bank/nationalized bank equivalent to the value of wheat successful bidder intends to lift.
  - b. Option 2: Lifting of stock proportionate to satisfactory supply of fortified wheat daliya 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.
    - i. The miller will have to make additional security deposit @ Rs. 2 per kg (For SNP Scheme) and Rs. 4.15 per kg (For SAG Scheme) along with applicable Mandi Fees i.e, @ 1.5% for the total quantity of wheat allocated to the miller.
    - ii. NAFED will take delivery of the wheat from FCI warehouses and make the arrangements for storage of the same in private warehouses.
    - iii. NAFED & the miller will enter into tripartite agreement with the warehouse service provider. The stock will be stored in the name of NAFED.
    - iv. NAFED will issue a delivery order of wheat to the millers against the successful supplies of fortified wheat daliya by the miller to the State.
    - v. The miller will have to make payment towards transportation, storage, handling & insurance of the wheat stock stored to the

warehouse service provider, as per actual, before taking delivery of the stock from the warehouse.

4. For fortified Refined Soyabean oil/Fortified Mustard Oil
  - a. The selected bidder shall be responsible for procuring the fortified Refined Soyabean oil/ fortified Mustard Oil per beneficiary as per Delivery instruction of State Government Annexure A, as per technical specifications specified in Annexure B of this tender document.
  - b. The successful bidder shall be responsible for supply of contracted quantity of fortified refined Soyabean oil/fortified Mustard Oil to doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State Government.
  
5. Quality parameters of food items to be delivered
  - a. Please refer the Quality Specification for all the concerned commodities as detailed in the auction. Besides, shelf life of each supplied items must be as per FSSAI / BIS norms.
  
6. Packaging & labeling
  - a. All the food items will be packed in primary packaging of 500 gms and 1 Kg. In case of oil, it shall be packed in primary packaging of 500 ml/400 ml or any other packing size as directed by NAFED. The primary packaging will be in pouches for all food items and must adhere to FSSAI specifications and standards.
  - b. Deduction of 0.5% on the complete batch will be imposed, if.
    - a. In specified packing size, shortage of weight is reported.
    - b. In given specification, deviation in quality is reported more than 5%.
  - c. The pack design may be provided by the State Government. The name of the supplier, FSSAI number, month of packing will be printed on every pouch supplied by the miller.
  - d. Packed food items of specified quantities per beneficiary for every scheme shall be packed in sealed packs as per FSSAI Specification and standards in transparent plastic bag separately. The miller has to provide all packed items in single packet of new PP woven bags.
  
7. Assaying & Testing
  - a. Successful bidder must ensure to get quality certificate for every batch of food item delivered from NABL accredited laboratories before dispatch of the stock. The test report should be enclosed along with dispatch documents. Bidder must report dispatch date of each batch its delivery location and quantity to Nafed Branch office.
  - b. Before commencing the dispatch of the pulses, miller shall provide reference samples of every batch of the pulses, along with lab report from any NABL accredited lab, to the State Government as well as district level officer appointed by the State Government across every district allotted to miller. The district level officer may send the reference sample for further testing. The reference sample may also be used by the district officials for physical inspection of the food items supplied to the delivery centers.
  - c. If a sample of food items fails in laboratory testing at any stage, then payment of that lot of T.H.R will not be made.
  - d. Miller shall provide the information and details of packaging locations to concerned NAFED branch and the same shall be communicated to State Government by NAFED. Accordingly, random inspections visits can be planned on officials of NAFED and/or



State Government and/or Third Party surveyor appointed by NAFED on timely basis for quality check.

- e. The miller will be solely responsible for consequences for any violation of the Food Safety and Standards Act, 2011 and connected rules.
8. Delivery process
- a. The miller shall arrange for sufficient storage infrastructure for the purpose of stocking food items and onward distribution.
  - b. The miller shall prepare block-wise distribution plans for every district level godown.
  - c. In rural and urban areas, the food items will have to be delivered at doorsteps of the anganwadis in the district.
  - d. Miller will coordinate with district/ block level officials of the department and prepare list of anganwadis to be covered, expected date of supply so that the anganwadis are prepared to take the supplies from the miller.
  - e. The miller shall maintain record of every truck dispatched for distribution including picture of the truck (with number plate). The truck-wise records may be inspected by the district level officer appointed by the State Government .
  - f. Miller must provide weekly progress report to Nafed.
9. Documentation & invoicing
- a. The miller will get 4 computer generated Delivery Challans (format of Challan must be pre approved by Nafed) with the Sr. No. on it. Out of these Delivery Challans the one receipt will be given to anganwadi official at the time of supply, with mention of quantity, along with signature of designated authority which accepts the supply. One copy of the Delivery Challans will be submitted by the miller to the block level officer and one copy will be submitted to the district level officer of the authority. One copy of the receipt will remain with the miller and duly acknowledged copy of it to be submitted to NAFED.
  - b. The name of the anganwadi delivery center, date of supply, date of supply order, batch number, vehicle no. will be on the receipt.
  - c. The invoicing mechanism will be communicated by NAFED lucknow branch to successful bidders.
  - d. The invoicing mechanism for the wheat, to be issued by the State Government from FCI warehouses, will be as per the directions received from the State Government from time to time.
10. Transit Risk
- a. The miller is bound to send the materials at the prescribed locations as stated in the Supply/ Work order issued to the miller at his own risk and cost. The transportation cost and the transits risk are to be borne by Miller.
11. NAFED/ State authorities will not take any responsibility of refund of taxes/fees and in case of disputes between taxing authority and the contractor, NAFED and the State Government shall be indemnified by the miller. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the miller and detected subsequently shall be the sole responsibility of the miller and his legal heirs.
12. Further NAFED and State Government shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies etc. At the time of quoting /bidding miller should bear the above fact in mind.
13. The miller shall directly obtain all licenses, permits, clearance from local authorities etc. required for the execution of the Services. The miller shall ensure that all drivers employed for transportation of the Materials shall have valid driving licenses and the vehicles have

appropriate fitness certificates for operation of the vehicles.

#### 14. Tolerance Clause

14.1 NAFED reserves the right to increase or decrease the quantity (+/-25%) at the same terms, conditions and rates as required by State Government.

14.2 NAFED may offer to extend the order quantity on same T&C beyond 25% subject to consent of the bidder. In such eventuality, the location of raw material may be changed which will be informed to the supplier in advance so as to get prior consent from the supplier.

#### 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 handling, packaging & Transportation charges (Rs./qtl, including GST) of raw pulses stock to be issued to the miller at fixed OTR of 93.50% for milling and supply of Masur Whole to doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State Government for milling and supply of Masur Whole. After completion of auction the L1 party is required to inform breakup of charges quoted by it towards:-
    - i. Milling and Packing
    - ii. Handling and Transportation Cost of arranging for transportation of Milled Pulses to multiple godown level in the state of Uttar Pradesh
  - b. Cost of by-products (quantity equivalent to 6.50% of raw stock issued to the miller) payable to NAFED at rate of Rs. 1,000 per quintal.
  - c. Cost of conversion of wheat to daliya and onwards cost of packaging & Transportation charges (Rs./qtl, including GST) of the fortified wheat daliya to be supplied to doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State Government considering that for every unit of daliya supplied, wheat @ 108.5% (as per the approval of the State Government) will be provided by the State from its wheat allocation.
  - d. Cost of procurement, packaging, & transportation of (Rs. / 100 ltr) fortified edible oil (Soyabean oil/Mustard Oil/ fortified with vitamin A & D) (as per Annexure A) for supply upto doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State Government
  - e. Cost of 100 carry bag for Daliya & Masur Whole (Rs. Per 100 kits) and arranging for transportation to doorstep of anganwadis across the State of UP as per the delivery schedule provided by the State
  - f. Any other expenses as per the terms & conditions
  - g. Managing storage infrastructure, managing & arranging for transportation and dispatch of T.H.R at anganwadi doorstep as per the delivery schedule
  - h. 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 decreasing quantity.
  - i. The successful bidder shall be required to provide item-wise break-up of the rates quoted as per the format in Annexure-C within 2 days of date of auction.
  - j. The rate quoted by the Bidder shall be the same for all locations for which it is submitted.

- k. All prices and rates quoted by the bidder shall be entirely in Indian Rupees only. All the payments shall be made in Indian Rupees only.
3. In case of delivery to block centres across rural blocks in the State, Price bid of the successful bidders to be decreased as per deduction quoted by bidder in Annexure C.
  4. Based on the itemized rates finalized between NAFED and the millers, rate per beneficiary for every scheme shall be arrived. The invoicing and the payment shall be made on per beneficiary basis for every scheme.
  5. In the event, for any scheme, per beneficiary rate of NAFED exceeds the budgeted cost of the State Government, the payment to be made per beneficiary for that scheme by NAFED to the miller shall be limited to the budgeted cost of the State Government (after adjusting NAFED admin charges). The details of beneficiary-wise budgeted cost for all schemes will be shared with successful bidders before approval of the bids.
  6. NAFED shall not be responsible for any mistake done by the bidder in punching the bids during the time of e-auction. In case of punching the wrong bid, an amount @25% of EMD amount will be retained by NAFED and balance will be released to party.
  7. The successful bidder shall be allowed to retain the by-products produced as result of milling/ up gradation of the un-milled stock. However, for the accounting purpose, NAFED may raise invoice of the by- products to the miller at prevailing market prices.
  8. NAFED reserves the right to accept or reject any or all bid(s) without assigning any reason thereof.
  9. The winning bid will remain valid for 30 calendar days from date of bid submission or acceptance of rate by the state department whichever is later.

**D. Order quantity**

1. The order quantity mentioned in this contract note is tentative. The final order quantity will be as per the order received from the State Government and will be communicated to the miller at the time of the award of the contract.
2. The State Government may exclude any of the food items for any particular period of the supply at its sole discretion.
3. NAFED reserves the right to increase or decrease the quantity +/-25% at the same terms, conditions and rates as required by State Government. In such eventuality, the location of raw material may be changed which will be informed to the supplier in advance so as to get prior consent from the supplier

**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 non-fulfillment or not meeting the additional eligibility criteria attached to the bid, shall be returned immediately on closure of bidding.
- 2.

| Cluster   | EMD 1%    |
|-----------|-----------|
| Cluster 1 | 2,665,000 |
| Cluster 2 | 3,000,000 |
| Cluster 3 | 2,809,000 |
| Cluster 4 | 2,531,500 |
| Cluster 5 | 2,543,500 |
| Cluster 6 | 2,575,600 |
| Cluster 7 | 2,407,400 |

|              |                   |
|--------------|-------------------|
| Cluster 8    | 2,050,900         |
| Cluster 9    | 2,489,200         |
| <b>Total</b> | <b>23,072,100</b> |

Cluster wise EMD for each cluster as per detail above is to be paid offline to Nafed Lucknow branch in bank account as mentioned below 1 day prior to the date of auction. The details of the same mentioning cluster for which EMD has been paid has to be shared with the NAFED lucknow branch via email (Nafkln@nafed-india.com).

EMD of the unsuccessful bidders shall be refunded within 5 bank working days from the date of auction.

In the event auction is rejected by NAFED, the EMD of all the bidders shall be refunded within 5 bank working days from the date of rejection of auction.

Since 3 auctions with different pulses is listed for bidding for each cluster, bidder will be allowed to participate in all 3 auctions of respective Cluster for which EMD has been paid.

- NAME OF THE BENIFICEARY - NAFED
  - NAME OF THE ACCOUNT NUMBER- 39315136299
  - NAME OF BANK- State Bank of India
  - ADDRESS OF THE BANK- SBI BHITOLI LUCKNOW
3. IFSC CODE- SBIN0015471 Upon award of contract, successful bidder shall have to submit security deposit within 05 bank working days. EMD submitted by the successful bidder at the time of bidding may be adjusted as SD. Balance amount shall be deposited by the successful bidder within 05 bank working days from date of award of contract.
  4. The successful bidder will have to submit 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.
  5. If successful bidder fails to deposit SD amount within given time period, EMD deposited by the successful bidder at the time of bidding, may 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. 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 (either fully or partially).
    - b. Non-payment of penalty charges, penal storage rent or any other dues to State Government and/or NAFED.
  7. The EMD and SD deposited by the successful bidder shall carry no interest and refunded to the successful bidder after successful completion of deliveries and receipt of payments from the concerned government department to NAFED. Penalties/ deduction, if any deducted by the government department shall be recovered from the successful bidder.

**F. Penalty clauses**

1. Penalties as levied by the State Government due to any reason whatsoever shall be recovered from the Successful bidder on actual basis.

**G. Payment terms**

1. Upon receiving supply order with designated location wise for supply of Material packets, the miller shall supply such items accordingly as per the delivery period.
2. The miller shall raise block-wise invoice after completion of delivery to all delivery centers of the block. The invoice will be submitted by the miller to NAFED which will be further submitted by the miller on behalf of NAFED to the district level official of the department and

will be accompanied by one copy of the receipt as proof of delivery. Alternatively, NAFED may submit Invoice to the State Government.

3. The payment to be made to the miller shall be based on actual quantity received by the State Government as reported to the NAFED by the State Government. The payment shall be based on item-wise break-up of the bid submitted by the miller as per Annexure C of this terms & conditions.
4. Any payment deduction made by State Government, for any reason, against the supply will be borne by the bidder.
5. The State of Uttar Pradesh may decide to exclude fortified wheat daliya / Masur Whole from the THR. In such an event, the rate of T.H.R shall be reduced subsequently. The millers are required to quote for the rate of reduction on account of Carry bags in Rs. Per MT in the Annexure C attached in case fortified wheat daliya is not included in the ration kits by the State.
6. NAFED shall make the payment to the miller preferably within 15 days of receiving the payment from the State Government. Payment shall be released to the supplier after recovery of losses, cost, penalty etc, if any.
7. If the delay occurs in settling/payments of bills due to un-avoided circumstances or reasons no extra interest on payments will be given.
8. NAFED shall not be responsible and cannot be held liable for any delay or non-availability of grants with State Government which may cause any delay in payment from the State Government to NAFED for the supplies made.

#### **H. Online portal**

1. NAFED shall develop an online portal (web as well as mobile based) for tracking the progress of the distribution of the food items by the miller. Access shall be provided to the millers, State Government and its block as well as district level officials along with the NAFED officials.
2. The miller shall be liable for timely updation of the data on the online portal to enable real-time tracking.
3. NAFED shall provide training to the representatives of the miller for data entry. The detailed scope of data entry on the NAFED portal shall be defined after award of the contract.

#### **I. Acceptance of terms and conditions**

1. By submitting the 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.

#### **J. Other Terms & Condition**

1. The bidder will have to undertake the work on their own they cannot sub-contract to any third party.
2. The bidder will have no tripartite liability for NAFED in this contract.
3. The successful bidder to ensure compliance of PF/ESI laws in respect of employees involved in processing of stock. Proof of deposit of PF/ESI is required to be submitted by the successful bidder at the time of submission of invoice to NAFED. NAFED will not be responsible for any non compliance of PF/ESI laws by the successful bidder.

#### **K. Taxes applicable**

1. All the transactions under this contract shall be subject to applicable taxes as per the governing laws.
2. The bids quoted by the parties will be inclusive of GST.

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. 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.
4. 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 / export under this Agreement.

**T. NOTICE OF DISCLAIMER**

- a. The information contained in this contract note or subsequently provided to intending



Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this contract note document and all other terms and conditions subject to which such information is provided.

- b. No part of this contract note and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- c. The contract note document has been prepared solely to assist prospective Applicants in making their decision to get empanelled with NAFED. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this contract note is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to a Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this contract note.
- d. Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this contract note Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Applicants have to undertake their own studies and provide their bids.
- e. This contract note Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
- f. The information and statements made in this contract note document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
- g. The contract note Document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the contract note Document.
- h. NAFED reserves the right to reject all or any of the application submitted in response to this contract note at any stage without assigning any reasons whatsoever.

- i. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- j. NAFED reserves the right to modify, suspend, change or supplements this contract note at any stage. Any change to the contract note will be notified to all the Applicants to whom the contract note is issued.
- k. Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

#### **U. PREVENTION OF FRAUD AND CORRUPTION**

- a. The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Supplier agree and undertake to observe the principles/ provisions as laid down in "Holiday Listing Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- b. The Supplier shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- c. The Supplier shall not enter with other supplier into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- d. The Supplier shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Supplier will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- e. The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- f. The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

#### **V. Holiday Listing**

NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this Agreement, NAFED's Policy of Holiday Listing is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come(s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

**W. Integrity Pact**

The bidder/supplier shall have to enter into an Integrity Pact with NAFED as per the attached format in auction.

Annexure A

Details of food item-wise quantity per beneficiary across categories

| Food item  | Category-wise allocation of food items in Kgs |                            |                            |                            |       |
|--|---|----------------------------|----------------------------|----------------------------|-------|
|  | Children 6 months -3 years                    | Children 3 years – 6 years | Pregnant & Lactating Women | Severely Underweight (SUW) | SAG   |
| Fortified Wheat daliya   | 1   | 0.5                        | 1.5                        | 1.5                        | 1.5   |
| Masur Whole  | 1   | 0.5                        | 1                          | 2                          | 1     |
| Fortified Edible oil – fortified with Vitamin A & D (455 gms ~ 500 ml) | 0.455   | 0                          | 0.455                      | 0.455                      | 0.455 |

## **Annexure B**

### **Quality parameters**

1. **Fortified Refined Soyabean oil:**/ Mustard Oil As per FOOD SAFETY AND STANDARDS (FOOD PRODUCTS STANDARDS AND FOOD ADDITIVES) REGULATIONS, 2011
2. **Masur Whole:** As per FOOD SAFETY AND STANDARDS (FOOD PRODUCTS STANDARDS AND FOOD ADDITIVES) REGULATIONS, 2011
3. **Fortified Wheat Daliya:** As per Bureau of Indian Standard

#### **STANDARDS FOR FORTIFICATION OF FOODS**

As per FOOD SAFETY AND STANDARDS (FOOD PRODUCTS STANDARDS AND FOOD ADDITIVES) REGULATIONS, 2011

Annexure C

(on letter head of the bidder)

To,

Managing Director, NAFED  
NAFED House, Ashram Chowk, Delhi

**Subject: Itemized break-up of the bid submitted for auction <auction id> for supply of food items to State Government of Uttar Pradesh for distribution to Anganwadis**

Sir,

I/ We, <name of the firm> has emerged as L1 bidder in the above mentioned auction. As per the Section C, clause 2 (g) of the terms and conditions, kindly refer to the table below for itemized break-up of our bid.

| Food item  | Qty in Kgs | For doorstep delivery to Anganwadi across Urban & Rural blocks (Rate in Rs.) | Deduction in case of delivery to block centres across rural block (Rate in Rs.) |
|--|------------|--|---|
| Cost of conversion of wheat to daliya and onwards cost of primary packaging (500 gms or 1 Kg) and Transportation charges (Rs./qtl, including GST) up to district godowns, considering that for every unit of daliya supplied, wheat @ 108.5% (as per the approval of the State Government) will be provided by the State from its wheat allocation | 100        |  |   |
| Cost of handling & Transportation charges (Rs./qtl, including GST) of raw pulses stock to be issued to the miller at fixed OTR (conversion ratio) of 93.50% for milling and supply of Masur Whole in primary packaging (500 gms or 1 Kg), delivered up to district godowns   | 100        |  |   |
| Expenses towards managing distribution, last mile transportation, cost of carry bags and other related activities for Masur Whole & fortified wheat daliya with a carry bag (per 100 kits)   |            |  |   |
| Beneficiaries between 6 months-3 years age   | 100 kits   |  |   |
| Beneficiaries between 3-6 years age  | 100 kits   |  |   |
| Pregnant & lactating women   | 100 kits   |  |   |
| SUW  | 100 kits   |  |   |
| Cost of procurement, packaging (500 ml), & transportation up to anganwadi, of Fortified edible Soyabean oil/Mustard Oil (fortified with vitamin A & D) (as per Annexure A)   | 100 ltr    |  |   |
| Total bid value (Not to exceed the lowest bid submitted by the bidder in the auction)  |            |  |   |

Refer to Section G clause 4 of the terms & conditions above, in case fortified wheat daliya is excluded from the kits, the cost of the kit bags may be reduced @ Rs. \_\_\_\_ per MT of the quantity reduced.

(Signature of the authorized signatory of the bidder)

Name of the authorized signatory:

Name of the firm:

Date:

Place:

### Annexure D

Estimated Tentative qty required per cluster (figures in MT)

| <b>Cluster</b>     | <b>Total wheat required for Oct-Dec 2024 in MT</b> | <b>Total Masur Whole required for Oct-Dec 2024 in MT</b> | <b>Total fortified oil required for Oct-Dec 2024 in MT</b> | <b>Total fortified oil required for Oct-Dec 2024 in KL</b> |
|--------------------|--|--|--|--|
| Cluster 1          | 5,420.70   | 4,979.01   | 1,831.71   | 2,012.86   |
| Cluster 2          | 6,164.59   | 5,697.65   | 1,922.09   | 2,112.18   |
| Cluster 3          | 5,756.80   | 5,344.61   | 1,804.28   | 1,982.72   |
| Cluster 4          | 5,199.12   | 4,845.59   | 1,588.19   | 1,745.26   |
| Cluster 5          | 5,213.35   | 4,849.87   | 1,623.04   | 1,783.56   |
| Cluster 6          | 5,294.21   | 4,987.30   | 1,560.47   | 1,714.81   |
| Cluster 7          | 4,941.89   | 4,607.53   | 1,513.66   | 1,663.36   |
| Cluster 8          | 4,198.71   | 3,924.05   | 1,300.91   | 1,429.57   |
| Cluster 9          | 5,115.17   | 4,787.35   | 1,539.02   | 1,691.24   |
| <b>Grand Total</b> | <b>47,304.54</b>                                   | <b>44,022.96</b>   | <b>14,683.36</b>   | <b>16,135.56</b>   |



**Annexure E**

**Tentative Delivery location and quantity**

| <b>Cluster</b>  | <b>District</b>     | <b>Total wheat required for Oct-Dec 2024 in MT</b> | <b>Total Masur Whole required for Oct-Dec 2024 in MT</b> | <b>Total fortified oil required for Oct-Dec 2024 in MT</b> | <b>Total fortified oil required for Oct-Dec 2024 in KL</b> |
|-----------------|---------------------|--|--|--|--|
| Cluster 1       | Amroha              | 419.36   | 383.54   | 147.04   | 161.58   |
|                 | Baghpat             | 171.51   | 157.13   | 58.75  | 64.56  |
|                 | Bijnor              | 538.18   | 493.54   | 183.21   | 201.33   |
|                 | Bulandshahr         | 1,044.98   | 965.99   | 325.30   | 357.48   |
|                 | Gautam Buddha Nagar | 306.20   | 283.29   | 103.42   | 113.65   |
|                 | Ghaziabad           | 446.28   | 409.39   | 157.89   | 173.50   |
|                 | Hapur               | 271.96   | 250.21   | 92.60  | 101.76   |
|                 | Meerut              | 629.09   | 574.86   | 219.45   | 241.16   |
|                 | Muzaffarnagar       | 662.90   | 606.45   | 233.08   | 256.13   |
|                 | Saharanpur          | 664.86   | 611.32   | 219.30   | 240.99   |
|                 | Shamli              | 265.39   | 243.30   | 91.66  | 100.72   |
|                 | Cluster 2           | Bareilly   | 1,005.05   | 929.90   | 308.95   |
| Lakhimpur Khiri |                     | 1,142.44   | 1,049.11   | 361.18   | 396.91   |
| Moradabad       |                     | 851.62   | 786.90   | 283.17   | 311.17   |
| Pilibhit        |                     | 609.62   | 564.89   | 181.67   | 199.64   |
| Rampur          |                     | 863.28   | 794.28   | 266.68   | 293.06   |
| Sambhal         |                     | 695.67   | 650.14   | 212.40   | 233.40   |
| Shahjahanpur    |                     | 996.91   | 922.43   | 308.02   | 338.49   |
| Cluster 3       | Agra                | 892.16   | 825.66   | 285.83   | 314.10   |
|                 | Aligarh             | 788.42   | 727.62   | 252.69   | 277.68   |
|                 | Budaun              | 775.97   | 724.39   | 234.51   | 257.70   |
|                 | Etah                | 632.82   | 584.49   | 198.47   | 218.10   |
|                 | Firozabad           | 677.84   | 631.67   | 212.94   | 234.00   |
|                 | Hathras             | 548.58   | 505.24   | 176.61   | 194.07   |
|                 | Kasganj             | 672.70   | 626.79   | 200.37   | 220.18   |
|                 | Mathura             | 768.33   | 718.75   | 242.87   | 266.89   |
| Cluster 4       | Auraiya             | 327.31   | 308.29   | 91.61  | 100.67   |
|                 | Banda               | 384.55   | 361.01   | 117.70   | 129.34   |
|                 | Etawah              | 356.66   | 330.96   | 112.21   | 123.31   |
|                 | Farrukhabad         | 512.00   | 476.09   | 158.17   | 173.81   |
|                 | Fatehpur            | 562.70   | 522.74   | 170.51   | 187.37   |
|                 | Hamirpur            | 279.56   | 261.13   | 82.14  | 90.27  |
|                 | Jalaun              | 205.09   | 192.88   | 58.79  | 64.61  |
|                 | Jhansi              | 228.69   | 213.09   | 66.60  | 73.19  |
|                 | Kannauj             | 395.28   | 367.69   | 119.33   | 131.13   |
|                 | Kanpur Dehat        | 500.34   | 466.62   | 152.23   | 167.29   |

|                    |                  |                  |                  |                  |                  |
|--------------------|------------------|------------------|------------------|------------------|------------------|
|                    | Kanpur Nagar     | 582.89           | 539.06           | 194.98           | 214.27           |
|                    | Lalitpur         | 145.63           | 136.60           | 42.07            | 46.23            |
|                    | Mahoba           | 218.54           | 204.76           | 64.61            | 71.00            |
|                    | Mainpuri         | 499.88           | 464.67           | 157.25           | 172.80           |
| Cluster 5          | Bahraich         | 861.38           | 801.90           | 259.81           | 285.51           |
|                    | Barabanki        | 590.60           | 545.67           | 191.09           | 209.99           |
|                    | Hardoi           | 1,059.91         | 985.62           | 335.33           | 368.49           |
|                    | Lucknow          | 655.11           | 606.27           | 213.15           | 234.23           |
|                    | Shravasti        | 378.66           | 357.56           | 109.38           | 120.20           |
|                    | Sitapur          | 1,667.69         | 1,552.84         | 514.28           | 565.15           |
| Cluster 6          | Balrampur        | 485.47           | 454.63           | 140.63           | 154.54           |
|                    | Gonda            | 968.41           | 908.56           | 302.33           | 332.24           |
|                    | Gorakhpur        | 923.74           | 868.15           | 276.43           | 303.77           |
|                    | Kushi Nagar      | 1,020.02         | 963.92           | 299.40           | 329.01           |
|                    | Maharajganj      | 694.05           | 656.35           | 202.46           | 222.48           |
|                    | Sant Kabir Nagar | 432.90           | 407.85           | 124.60           | 136.92           |
|                    | Siddharth Nagar  | 769.61           | 727.84           | 214.63           | 235.85           |
| Cluster 7          | Ambedkar Nagar   | 522.90           | 490.41           | 151.20           | 166.16           |
|                    | Amethi           | 412.45           | 383.32           | 127.61           | 140.23           |
|                    | Ayodhya          | 632.68           | 587.00           | 193.54           | 212.69           |
|                    | Basti            | 331.32           | 312.39           | 95.09            | 104.49           |
|                    | Deoria           | 679.86           | 638.13           | 208.34           | 228.94           |
|                    | Mau              | 599.30           | 560.51           | 179.66           | 197.43           |
|                    | Raebareli        | 768.43           | 707.87           | 245.06           | 269.30           |
|                    | Sultanpur        | 487.45           | 460.35           | 142.69           | 156.80           |
|                    | Unnao            | 507.50           | 467.56           | 170.47           | 187.33           |
| Cluster 8          | Bhadohi          | 407.79           | 384.99           | 120.50           | 132.42           |
|                    | Chitrakoot       | 140.27           | 130.93           | 40.74            | 44.76            |
|                    | Jaunpur          | 1,186.79         | 1,108.34         | 395.87           | 435.03           |
|                    | Kaushambi        | 599.84           | 556.17           | 192.13           | 211.13           |
|                    | Pratapgarh       | 703.31           | 665.01           | 202.90           | 222.97           |
|                    | Prayagraj        | 1,160.70         | 1,078.61         | 348.76           | 383.26           |
| Cluster 9          | Azamgarh         | 1,034.74         | 972.61           | 303.69           | 333.73           |
|                    | Ballia           | 829.86           | 779.40           | 246.56           | 270.94           |
|                    | Chandauli        | 413.60           | 385.84           | 122.22           | 134.30           |
|                    | Ghazipur         | 950.72           | 889.70           | 287.55           | 315.99           |
|                    | Mirzapur         | 553.24           | 515.82           | 163.84           | 180.05           |
|                    | Sonbhadra        | 479.67           | 448.75           | 146.53           | 161.02           |
|                    | Varanasi         | 853.33           | 795.22           | 268.63           | 295.20           |
| <b>Grand Total</b> |                  | <b>47,304.54</b> | <b>44,022.96</b> | <b>14,683.36</b> | <b>16,135.56</b> |

**Annexure F**

**Self-Declaration**

Self-declaration by the millers supplying 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> which is as per terms and conditions of the contract.
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 G**

***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 purchase, processing & supply of food grains, pulses and edible oil to prescribed locations across the State of Uttar Pradesh for onwards distribution to Anganwadis Government of Uttar Pradesh 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 debarring 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)