

Date: 24-03-2025

Auction no.- Assam Rifles-BUY-01 FY 25-26 (BUY)

Terms & Conditions for BUY auctions to be for supply of Kabli Chana to Assam Rifles on behalf of NAFED.

NAFED invites technical and financial bids in password protected PDF files over email for auctions to be held as per below details from all the interested millers/ traders for supply of pulses to Assam Rifles.

The auction document can be downloaded from www.nafed-india.com/auctions. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.

Name of Government Institution	Assam Rifles
Milled/ processed pulses to be supplied	Kabli Chana
Delivery locations	The delivery points are 1 MGAR at Dimapur, 2 MGAR at Silchar, 3 MGAR at Jorhat, 4 MGAR at Mantripukhri (Imphal) & AM Det at Shillong
Pack size	50 Kgs new Jute Bags
Quantity	151.839
EMD & SD	EMD – 2% of the total contract value (Rs.27,331) SD –12% of the total contract value (Rs. 1,63,986) The EMD has to deposited by all the interested millers in the following bank account by 2 PM on 01.04.25 - Name: NAFED Bank Name: State Bank of India A/C No. 40664542598 IFSC: SBIN0016106 Branch: Mohan Co-operative Address: B-1/A-19, MOHAN CO-OP. INDUSTRIAL ESTATE MATHURA ROAD OPP. METRO PILLAR NO 337, SOUTH DELHI 110044
Delivery timelines	
Submission of SD by the successful bidder	5 bank working days from date of award of contract
Due date for completion of delivery of milled pulses	To be intimated with award letter or supply order receipt from Assam Rifles and the tentative requirement schedule given at below point 2.4 in Demand annexure: ❖ Part I supply completed on or before 30th June 2025 ❖ Part II supply completed on or before 15th August 2025 ❖ Part III supply completed on or before 15th October 2025 Part IV supply completed on or before 15th December 2025
Auction rules	
Bidding parameter	Price bid in Rs. per quintal for procurement of required items including of all taxes & duties, levies, loading/unloading, transit insurance, assaying charges and all related expenses till delivery of stock at designated delivery locations.
Bid Validity	45 Calendar Days or receipt supply order from Assam Rifles whichever is later.

Note:

- NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- This bid document shall be governed and construed in accordance with the Indian Laws.
- It may kindly be noted that Government of India or Assam Rifles shall not be a party to this transaction.
- NAFED shall not be liable for any mistake made by the bidder(s) in punching the bids. 25% of the EMD submitted by the successful bidder in such case shall be forfeited.

- e. No Suit, prosecution or any legal proceedings will be lie against NAFED or any official(s) of NAFED for anything that is done in good faith or intended to be done in pursuance of supply under this bid documents/ auctions.
- f. Quotes received for partial quantity shall be liable for rejection.

GENERAL TERMS & CONDITIONS

1. Eligibility condition

- 1.1. The bidders shall provide the following documents –
 - a. Pan card- (Company /owner)
 - b. Proof of Address – (Mandi License/ Electricity Bill / Telephone Bill/ company registration certificate / Latest bank account statement/ shop & Establishment act certificate).
 - c. MOA/Partnership deed
 - d. One – year latest balance sheet and profit & loss
 - e. One- year latest income tax return
 - f. Mandi license
 - g. Certificate of registration under GST
 - h. FSSAI License.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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:

- i. The Bidders shall submit their eligibility and qualification details & supporting documents for the auction through email isupply@nafed-india.com latest by 2 PM on 01-04-2025. No password is required for technical documents.
- ii. Financial bids of only the technically qualified bidders will be opened. Financial bids should be in a password protected PDF file.

2. Quality Parameters of Pulses to be delivered.

- 2.1. Supplies shall conform to the relevant Defence Food specifications as placed in the attached document.
- 2.2. The quality parameters other than those parameters mentioned in point annexure C above shall be in accordance with the specifications indicated in the Food Safety and Standards Act, 2019 and rules framed thereunder from time to time and free from common deleterious matter. Supplies should be free from any added color and adulteration.
- 2.3. The Bidders will be solely responsible for consequences with respect to any violation of the Food Safety and Standards Act, 2019 and rules framed there under from time to time.
- 2.4. **Demand (In Kgs): The tentative demand is mentioned in Annexure 1 received from Assam Rifles. Exact details will be intimated in the award letter or supply order receipt from Assam Rifles.**

3. Processing, Packaging & labeling

- 3.1. Pulses to be supplied to the Assam Rifles shall be processed in the state-of-the-art successful bidder should ensure that the milling unit where pulses will process must maintain FSSAI Standards. The pulses shall be milled/processed and packed in hygienic conditions following food standards approved by the Government. The factors like clean floor, adequate light and ventilation, protection from fly/rodent/pest/bird proofing, potable water, proper disposal of wastes and safety will be ensured by the successful bidders.
- 3.2. The packaging of the pulses and marking on the bags to be supplied shall be strictly as per the norms laid down in the ANNEXURE C: Defence Food Specifications, attached with other files document in auction.
- 3.3. The pulses shall be supplied in 50 Kgs new jute bags. The specifications of packing material for 50 Kgs packing is mentioned in ANNEXURE C: Defence Food Specifications, attached with other files document in auction.
- 3.4. If any variance to DFS is found, in the packing material offered at the time of inspection, Bidder will be given one opportunity to rectify the same. If the Bidder fails to do so, such stock will be liable to be rejected in situ.
- 3.5. The markings on the packing material must be accurate. Old used/unused packing material having previous markings that are totally different from the present issued packing details, if found, then such stock will be rejected in situ.

3.6. PACKING

- (a) All varieties of Pulses shall be packed in New Virgin 'B' will Trade Jute 50 Kg Bags as per Bureau of Indian Standards specification No IS:16186:2014 for Testing and Quality check. The bags will conform to the following dimensions.
- (b) The mouth of each bag will be turned over first to a depth of min 18 mm and then to a depth of 20mm, forming three layers with minimum 12 stitches of strong 03 ply jute twine.
- (c) Each Bag shall contain 50 Kgs net of Pulses

3.7. MARKING

Tagging of bags shall contain the name "Specially packed for ASSAM RIFLES" The following particulars shall be stenciled on one side of each bag:-

- (i) Description of Contents (in 5.0 to 6.0 cm characters)
- (ii) Net weight (Kg)
- (iii) Month of packing
- (iv) Supplied by NAFED
- (v) Warranty expiry Month
- (vi) SPECIALLY PACKED FOR ASSAM RIFLES/CAPFs

4. Assaying & Testing

- 4.1. Pulses will be approved for acceptance on the basis of the Quality Control Certificate to be furnished by the successful bidder.
- 4.2. The successful bidder at their own cost shall appoint an independent NABL accredited assaying agency for quality inspection of the stocks to be delivered to Assam Rifles. The inspection and sampling of the stock will be conducted in presence of representatives of NAFED and/or any agency appointed & authorized by NAFED. Thereafter only stocks will be processed and packed as per the requirement of Assam Rifles.
- 4.3. The lot from which sample is being drawn for analysis by NABL accredited laboratory will be sealed by NAFED's representative and the successful bidder's representative.
- 4.4. At the time of loading, seal of the lot being dispatched will be checked by NAFED's representative to rule out

any tampering.

- 4.5. The vehicle will be loaded in presence of NAFED's representative and will be sealed by NAFED's representative after loading.
- 4.6. In case of any tampering of the seals of loaded vehicles at the consignee depot end, the vehicle will not be unloaded and the matter will be reported to Head Office NAFED by the consignee depot for necessary action.
- 4.7. In case of refusal to unload the vehicle after the seal on the vehicle has been found to be broken/tampered with, bidder will be liable to replace the stock within the next 15 days.
- 4.8. The Quality Control Certificate by bidder will be based on the quality report provided by bidder after getting the processed dal lab tested from any reputed NABL accredited laboratory at its own cost.
- 4.9. The successful bidder shall ensure that the pulses stocks are in accordance with the terms and conditions of this contract and fully conform to the required specifications as specified in the relevant annexure.
- 4.10. NAFED may also appoint an assayer for quality check of the processed stock before loading of stock for dispatch. The successful bidder must ensure that only approved stock is delivered to the destination.
- 4.11. The quality of Pulses will be checked again at consignee's doorstep by a Board of Officers detailed by the DG, Assam Rifles or any other officer on his behalf. The random samples of pulses, taken from each lot of supply of pulses, may be lab tested from Office of the State Public Health Laboratory, Guwahati (Assam) by Assam Rifles. The quality certificate issued by this lab shall have precedence over the quality certificate issued by lab under arrangement of NAFED. If the samples are not found conforming to the relevant Defence Food Specifications complete lot of supply will be rejected by the consignee. The consignee may reject the supply in whole or in part in his opinion if they are not in all respects in accordance with the Defence Food Specifications.
- 4.12. Rejected supplies shall be lifted by the bidder at their own expense within 15 calendar days. The successful bidder will be liable to replace the rejected lot with fresh fit supply within the same period i.e 15 calendar days from the date of rejection/intimation. In the event of non-replacement of rejected lot by bidder within 15 calendar days of rejection/intimation NAFED/ Assam Rifle reserves the right to procure the Dal varieties from the alternative source/open market under the risk & at the expense, risk and consequences of the successful bidder. The Recovery amount will be paid by the bidder to NAFED or deducted from the dues/security deposit of the bidder.

5. Warranty

- 5.1. All varieties of Pulses proposed to be supplied will carry "Shelf Life" of approx. six (6) months from the date of supply at destinations intimated by for soundness, wholesomeness and fitness for human consumption provided the pulses after supply by bidder are properly stored in ambient conditions by Assam rifles. A certificate to this effect will be submitted by the bidder along with every consignment to NAFED.
- 5.2. Warranty period shall come into effect once the stocks are delivered and accepted by Assam Rifles at the delivery centers.
- 5.3. The successful bidder warrants that the pulses supplied under the contract conform to Defence Food Specification prescribed and shall perform according to the said Defence Food Specification in any climate and under all conditions of storage and movement in India.
- 5.4. The successful bidder warrants for a period of warranty as prescribed (the warranty period of the item is as given in the Defence Food specification annexed) from the next month from the date of auctioning of stores, that the goods/stores supplied under the contract shall be free from all types of defects.
- 5.5. If within the period of warranty, the goods are reported by NAFED/Assam Rifles to have failed to perform as per the specifications, the successful bidder shall replace the same free of charge within a maximum period of 30 calendar days from the date of issue of notification letter is dispatched for such defect by the Assam Rifles, failing which the stores will be destroyed in situ at bidder's risk and cost.
- 5.6. In the event of the supplies or part of it having been declared by the Assam Rifles as not meeting the Defence Food Specification, NAFED/ Assam Rifles will have the right to dispose of the condemned stock in any way after giving due notice to the Bidder once only. NAFED/Assam Rifles at its discretion either allow the Bidder to replace the condemned stock within a specified period or to recover from the Bidder the price thereof together with all incidental and freight charges incurred from place of delivery to the place where the supplies were ultimately condemned. The opinion of NAFED/ Assam Rifles in regard to these charges will be final.
- 5.7. The successful Bidder will have to refund to NAFED/Assam Rifles any claim under the warranty clause and other

claim(s) that may arise out or under this agreement as soon as a demand to that effect is made by NAFED/Assam Rifles failing which such claims will be recovered by adjustment of against the performance security deposit. If the security deposit is not sufficient to cover the full amount recoverable, Bidder shall pay the remaining balance due to the NAFED on first demand. The performance security shall be withheld by NAFED till the expiry of the warranty period relating to final supplies.

5.8. Gone bad within warranty.

- 5.8.1. During the warranty period, when the stock fails to meet the quality parameters as per DFS, the stock is declared as **"Gone bad within warranty period"**. Such stocks shall be segregated at the supply depot and Bidder shall lift the stock from locations where they are stored at that time within 30 calendar days of date of issue of notification letter at his own cost, failing which NAFED/ Assam Rifles reserves the right to destroy the rejected stock at the cost, risk and consequences of the successful bidder. It shall be sole responsibility of the successful Bidder to lift such stocks which declared as gone bad within warranty period.
- 5.8.2. Such stocks which are stored in forward depots/units from where it cannot be retrieved for handing over to successful bidder, shall be destroyed by the Assam Rifles.
- 5.8.3. In accordance with the warranty clause, the bidder shall refund cost of quantity gone bad including Sales tax, excise duty and all the incidental charges including transportation charges, if any, paid for the same quantity within 15 calendar days from date of issue of communication letter to the bidder
- 5.8.4. This shall be without prejudice to other rights and remedies available to NAFED under the terms and conditions of the contract if awarded and any other rights which are fully reserved.

6. Delivery process

- 6.1. The successful bidder shall take all necessary steps to commence the packing, assaying, and dispatch of the auctioned quantity at the approved rate and complete the delivery to the respective destination latest by date mentioned in award letter or supply order.
- 6.2. The final delivery schedule along with destination will be elaborated in the award letter or supply order. The delivery points are 1 MGAR at Dimapur, 2 MGAR at Silchar, 3 MGAR at Jorhat, 4 MGAR at Mantripukhri (Imphal) and AM Det at Shillong).
- 6.3. The stock must be delivered to designated destinations as per due date in award of contract.
- 6.4. Pulses to be supplied to the Assam Rifles shall be processed in the state-of-the-art successful bidder should ensure that the milling unit where pulses will process must maintain FSSAI Standards. The pulses shall be milled/processed and packed in hygienic conditions following food standards approved by the Government. The factors like clean floor, adequate light and ventilation, protection from fly/rodent/pest/bird proofing, potable water, proper disposal of wastes and safety will be ensured by bidders.
- 6.5. The successful Bidder shall be required to supply the total quantity of pulses as intimated by the NAFED/ Assam Rifles in supply order within the delivery period stipulated in the said Supply order.
- 6.6. Stocks are required to be dispatched by road transport only upto destination on freight paid basis.
- 6.7. The successful Bidder shall take adequate precautions to prevent damage or deterioration to processed pulses (whole or dal) during storage/transportation.
- 6.8. The successful Bidders shall be responsible and liable for any shortage, damages or deterioration to the consignment for delivered supplies in transit if the same is to be carried in their own or contractor's trucks / lorries to the destination.
- 6.9. Cost of transportation of stocks from Bidder's warehouse to the designated Supply Depots as per attached 'Transport Rates' specified by Army, shall be reimbursed to the successful bidder additionally.

7. Tolerance Clause

- 7.1. At the time of issuing award letter in f/o successful bidder, NAFED reserves the right to increase or decrease the quantity of the required pulses up to 25% limit without any change in the terms and conditions and prices so quoted in this bid.
- 7.2. NAFED may also increase / decrease the order quantity beyond 25% subject to consent of the bidder.

8. Documentation and payment

- 8.1. The bidder shall submit the following documents to the State Head of the concerned branch of NAFED (Guwahati):
 - 8.1.1. Goods receipt duly signed by NAFED representative and NAFED appointed Transporter with details of Vehicle number, Lot No, Number of bags etc.
 - 8.1.2. Details for electronic payment viz. Account holder's name, Bank Name, Branch Name and address, account type, account number, IFSC code
- 8.2. All the payment towards handling and transportation charges shall be subject to TCS/ TDS as per the IT rules.
- 8.3. Payment against charges quote equal to quantity of pulses accepted by Assam Rifles by the supply rate agreed between NAFED and the successful bidder, after deducting any charges imposed/deducted as penalty by Assam Rifles and/or penalty imposed by NAFED.
- 8.4. Payment shall be made by NAFED after receipt of payment from Assam Rifles to NAFED after deducting any charges imposed/deducted as penalty by Assam Rifles and/or penalty imposed by NAFED.

9. Submission of bids

- 9.1. The bidder shall submit the bids Over email id: isupply@nafed-india.com by 01-04-2025, 2:00 PM. The contact details (Mobile Number) of the authorised person should be included in the email body while submitting the financial bid in password protected PDF file. On the date of financial bid opening (02.04.25, 11 AM onwards), the authorised person will be contacted over phone to provide the password by the Constituted Committee
- 9.2. The bid should consist of 2 parts:
 - i. **Technical Bid**, carrying all documents in support of his eligibility as per clause A of this auction document and proof of payment of EMD through Bank Transfer, mentioning UTR No, date of deposit and amount.
 - ii. **Financial Bid**, should be submitted in password protected PDF file. The contact details of the person authorized to possess the password of the bid file should be mentioned in the body of the email communication sent for submission of the bids
- 9.3. The bidder shall submit the bid in Rs. per quintal for procurement of required items including of all taxes & duties, levies, loading/unloading, transit insurance, assaying charges and all related expenses till delivery of stock at designated delivery locations.
- 9.4. The Bid submitted by the successful Bidder shall be valid for a period of 45 calendar days from the date of auction or receipt of supply order from Assam Rifles whichever is later.
- 9.5. The successful bidder shall submit the relevant documents to establish its eligibility as per section 1 of this contract within 3 working days of bidding date, failing which the bids of the successful bidder shall be rejected by NAFED.
- 9.6. **Financial bid of only technically qualified parties/ bidders will be opened**
- 9.7. **The financial bid will be opened on 02-04-2025 at 11 AM onwards by the Constituted Committee**
- 9.8. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.
- 9.9. Bids submitted for partial quantity shall be liable for rejections.

10. EMD and Security Deposit

- 10.1. The Bidder must deposit EMD @2% of the estimated total contract value before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to non-fulfillment or not meeting the conditions attached to the bid, shall be returned immediately on closure of bidding.
- 10.2. EMD of the Successful Bidder would be retained by NAFED and will be refunded upon confirmation of receipt of Security Deposit submitted by the Bidder to NAFED.
 - a) The successful bidder will have to submit Security Deposit of 12% of the total contract amount to NAFED either in form of Bank Guarantee from any nationalized/ scheduled bank or through

NEFT/RTGS to NAFED within 05 bank working days.

- b) The bidder may offer NAFED to retain 2% EMD submitted at time of bid submission as Security Deposit and provide additional Security Deposit of 10% of the total contract amount to NAFED either in form of Bank Guarantee from any nationalized/ scheduled bank or through NEFT/RTGS to NAFED.
- 10.3. The Security Deposit must be submitted to NAFED (Guwahati) in original within 5 Bank working days of acceptance & approval of bid for the contract to the bidder.
- 10.4. The Bank Guarantee to be submitted to NAFED (Guwahati) should be issued from any nationalized/ scheduled Bank which shall remain valid up to the one month extra from date of expiry of warranty period of the milled pulses supplied by the bidder for the concerned order.
- 10.5. Any short fall in quantity demanded will amount to violation of the contract and result in forfeiture of Bank Guarantee/Security Deposit in full, subject to discretion of NAFED.
- 10.6. Release of Security Deposit – Security Deposit shall be released after expiring of warranty period without receipt of any quality complaint from Assam Rifles.

11. TaxesApplicable

- 11.1. All the transactions under this contract shall be subject to applicable taxes as per the governing laws.

12. Penalty & LDclauses

- 12.1. Default in offering supplies either wholly or partly on account of quality or quantity or delay in offering supply will result in forfeiture of Security Deposit.
- 12.2. Delay in supply will result in penalty of 0.5% per week of contracted value of the unsupplied stock subject to maximum penalty value being not higher than 10% of the value of unsupplied stocks.
- 12.3. In case of non-supply of stocks within the specified time limits as per contract, NAFED also reserves the right to arrange the unsupplied stock from other alternative sources and recover the difference of cost and all other related charges from the bidder who has defaulted.
- 12.4. In the eventuality of non-supply of stocks, apart from the penalties/risk purchase specified in 12.2 & 12.3 above, EMD/SDmay be forfeited and NAFED may also proceed with blacklisting of the bidder depending on the gravity of the situation.
- 12.5. 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.
- 12.6. If the Supplier fails to deliver the pulses either in full or in part, within the prescribed delivery period, the NAFED shall be entitled at its discretion to take alternate procurement action , at the sole risk and cost of the supplier for the unsupplied portion of the pulses without canceling the contract in respect of the pulses not yet due for delivery, or to cancel the contract based on progress of work, including pulses not due for delivery, and, if thought fit/necessary, to purchase the pulses at the sole risk and cost of the Supplier. NAFED can source the pulses are completing the supplies either by conducting the milling or BUY auction. The price differential in case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. NAFED may forfeit the EMD/Security deposit by the supplier to recover the risk purchase. In case the EMD/Security amount falls short, NAFED will have the liberty/option to recover the losses/difference from any other dues if any payable to supplier in any other account.

13. Acceptance of terms andconditions

- 13.1. By submitting the EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract and same are acceptable to them.
- 13.2. Thesuccessfulbiddershallsubmitastampedandsignedcopyofthisdocumentinoriginalalongwith the Security Deposit to the State Head of the concerned branchofNAFED (Guwahati).

14. Other Terms & Condition

- 14.1. The bidder will have to undertake the work on their own, they cannot sub-contract to any third party.

14.2. The bidder will have no tripartite liability for NAFED in this contract.

15. Interpretation of the clauses in this auction documents

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

16. Force Majeure

16.1. If at any time during the existence of this auction 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.

16.2. 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.

16.3. 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.

17. Indemnification

17.1. 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 by the Service Provider in respect of the services provided etc., whatsoever.

18. Damages

18.1. 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.

19. General Provisions

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. 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.

19.8. 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.

19.9. 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.

20. Applicable Law, Jurisdiction and Dispute Resolution:

20.1. This document shall 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.

20.2. 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.

20.3. 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.

21. NOTICE OF DISCLAIMER

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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.
- 21.7. 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.
- 21.8. 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.
- 21.9. 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.
- 21.10. 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.
- 21.11. Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

22. PREVENTION OF FRAUD AND CORRUPTION

- 22.1. 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 auction process, during the execution of contract and in any other transaction with NAFED.

- 22.2. 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 auction process or during the execution of the contract.
- 22.3. 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.
- 22.4. 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.
- 22.5. The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- 22.6. The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

23. Holiday Listing

- 23.1. 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 auction/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.

24. Integrity Pact

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

Appendix G

[Ref Para 14 of Part-I, Para 6 of Part-II, Para 9 of Part-IV(A), Para 2.1, Para 12.3.1, Para 12.4.1 (i) of Part IV(B) and Para 1 of Part-V of the T&C]

TRANSPORTATION SLAB FOR PLAINS & HILLS**Note :-**

1. Rates for distance travelled by vehicles from the vendors godown to the destination depots will be mentioned separately for Plain & Hill by the CFL in DAIRV. The rates will be calculated at plain slab rates upto nominated station and beyond that at hill rates except for Leh where a fixed rate of slab 651-700 Km will be applicable for hills and balance distance will be reimbursed for plains based on total distance determined from TTK Maps.

REVISED TRANSPORT SLAB RATES : 2023-24

(Rates in Rs per MT)

Distance -slab (In-Km)	Revised transport rates (2023-24) PLAINS			Distance-slab (In-Km)	Revised transport rates (2023-24) HILLS		
	Cat 'A'	Cat 'B'	Cat 'C'		Cat 'A'	Cat 'B'	Cat 'C'
	Pulses/ Sugar (Animal Ration)	Edible Oil, Fruit Td, Veg Td, Jam TD, Almond Grl, Fsh Td, Meat Td, Sweetened condensed Milk (SCM), Cheese Td & Butter Td	Egg Pdr, Coffee Pdr, Tea (CTC), MM Food, MRE/Survival Ration, Fruit Dried, Veg RTE, Chicken Curried, Raisin Brown /Green, Cashew, Dry Dates, Onion Dehyd, Potato dehyd, Desi Ghee, Milk Pdr & MB Food		Pulses/ Sugar/ Animal Ration	Edible Oil, Fruit Td, Veg Td, Jam TD, Almond Grl, Fsh Td, Meat Td, Sweetened condensed Milk (SCM), Cheese Td & Butter Td	Egg Pdr, Coffee Pdr, Tea (CTC), MM Food, MRE/Survival Ration, Fruit Dried, Veg RTE, Chicken Curried, Raisin Brown /Green, Cashew, Dry Dates, Onion Dehyd, Potato dehyd, Desi Ghee, Milk Pdr & MB Food
00-250	920	1056	1710	00-50*	466	533	800
251-300	1023	1176	1756	51-100*	933	1067	1200
301-350	1183	1358	1800	101-150	1166	1333	1499
351-400	1349	1552	1845	151-200	1633	1866	2099
401-450	1617	1745	1889	201-250	2099	2399	2699
451-500	1688	1835	1937	251-300	2566	2933	3299
501-550	1733	1843	1991	301-350	3033	3465	3899
551-600	1889	2003	2026	351-400	3499	3999	4499
601-650	2046	2160	2195	401-450	3966	4532	5099
651-700	2185	2309	2362	451-500	4431	5065	5699
701-750	2362	2452	2632	501-550	4899	5599	6297
751-800	2522	2619	2702	551-600	5364	6131	6898
801-850	2676	2781	2872	601-650	5832	6665	7497
851-900	2835	2948	3039	651-700	6297	7198	8097
901-950	2992	3111	3208	701-750	6765	7731	8697
951-1000	3152	3271	3375	751 & above	6998	7998	8998
1001-1050	3308	3436	3545				
1051-1100	3464	3599	3713				
1101-1150	3623	3763	3882				
1151-1200	3781	3928	4052				
1201-1250	3940	4093	4222				
1251-1300	4098	4253	4391				
1301-1350	4252	4418	4558				
1351-1400	4411	4582	4727				
1401-1450	4568	4747	4898				
1451-1500	4727	4909	5065				
1501-1550	4883	5028	5188				
1551-1600	4996	5191	5354				
1601-1650	5152	5352	5524				
1651-1700	5308	5514	5698				
1701-1750	5466	5677	5857				
1751-1800	5621	5841	6024				
1801-1850	5778	6002	6192				
1851-1900	5935	6163	6359				
1901-1950	6088	6324	6527				
1951-2000	6244	6489	6693				
2001-2050	6402	6652	6860				
2051-2100	6558	6812	7029				
2101-2150	6714	6973	7197				
2151-2200	6871	7136	7362				
2201-2250	7029	7300	7529				
2251-2300	7185	7462	7700				
2301-2350	7340	7623	7864				
2351-2400	7494	7784	8033				
2401-2450	7651	7948	8200				
2451-2500	7809	8110	8370				
2501-2550	7963	8272	8535				
2551-2600	8120	8433	8701				
2601-2650	8273	8598	8871				
2651-2700	8432	8759	9036				
2701-2750	8589	8921	9204				
2750 & above	9094	9085	10094				

Annexure I

2. Location wise required annual quantity of Pulses (Dals) for the Financial year 2025-26 of all varieties are tabulated below:-

Description of item	1 MGAR (Dimapur)	2 MGAR (Silchar)	3 MGAR (Jorhat)	4 MGAR (Mantripukhari)	AM Det (Shillong)	Total Qty
Dal Arhar	37646.100	23027.850	30386.250	50825.520	9953.550	151839.27
Dal Channa	75292.200	46055.700	60772.500	101651.040	19907.100	303678.54
Dal Moong (whole)	18823.050	11513.925	15193.125	25412.760	4976.775	75919.635
Dal Masur (Crushed)	26352.270	16119.495	21270.375	35577.864	6967.485	106287.489
Dal Masur (Whole)	22587.660	13816.710	18231.750	30495.312	5972.130	91103.562
Dal Urd (Whole)	18823.050	11513.925	15193.125	25412.760	4976.775	75919.635
Dal Urd (Crushed)	18823.050	11513.925	15193.125	25412.760	4976.775	75919.635
Dal Kabli Chana	3764.610	2302.785	3038.625	5082.552	995.355	15183.927
Dal Rajma	3764.610	2302.785	3038.625	5082.552	995.355	15183.927
	188230.500	115139.25	151931.25	254127.600	49767.750	911035.62

SECRETARIAT
OF
THE TECHNICAL STANDARDISATION COMMITTEE (FOOD STUFFS)
(DIRECTORATE GENERAL OF SUPPLIES AND TRANSPORT)

DEFENCE FOOD SPECIFICATIONS-2020

SPECIFICATION NO 442 :KABLI CHANA WHOLE

Quality

1. The Kabli Chana Whole shall be dried grains of Cicer arietinum, of variety commonly known as 'Safed Chhole'. It shall consist of bold hard peas of pale yellow colour with or without pinkish tinge. It shall have thinner skin as compared to the variety known as Chana whole. The kernels shall be of bright pleasant, sweet taste and characteristic smell without any bitterness or objectionable flavour. It shall not be subjected to bleaching and shall be free from any artificial colour. It shall not be subjected to any kind of polishing.
2. Kabli Chana whole shall be of current season's crop, sound, dry, clean, bold of proper maturity, wholesome, free from mould or fungus attack, living insects, obnoxious smell, discolouration, poisonous or deleterious substances including insecticide or pesticide residues and other impurities except to the extent indicated in para 10 below.
3. Kabli Chana Whole shall be in sound and merchantable condition.
4. Kabli Chana Whole when cooked, shall be soft, pleasant to taste and smell and of uniform colour.

Packaging

5. (a) The Kabli Chana whole shall be packed in light weight 50 Kg Jute Bag as per Bureau of Indian Standards specification No IS : 16186:2014 for Testing and Quality check. The bags will conform to the following dimensions:-

<u>S No</u>	<u>Characteristic</u>	<u>Requirement</u>	<u>Tolerance</u>
(i)	Outside length (cms)	94	+ 4 cms.
(ii)	Outside Width (cms)	57	+4 cms.
(iii)	Ends per dm (Nos)	64	+4/-3
(iv)	Picks per dm (Nos)	28	+2/-2
(v)	Corrected mass (in gms)	580	+8 percent / - 6 percent.
(vi)	Average breaking strength	1.570	
(vii)	Average scam strength	1.420	


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- (viii) Max Moisture Regain Percentage 22 Percent.
- (ix) Max oil content on dry decoiled material basis percentage. 03 percent
- (b) The mouth of each bag will be double machine stitched with suitable thread.
- (c) Each Bag shall contain 50 Kgs nett of Kabli Chana with permissible variance in line with The Legal Metrology (Packaged Commodities) Acts, 2009 and Rules 2011.

Marking

5. The following particulars shall be stencilled on one side of each bag:-
- (a) Description of contents (In 5.0 to 6.0 cm characters).
 - (b) Nett weight.
 - (c) Month of packing.
 - (d) UID No (applicable for NeML Contracts only)
 - (e) Lot No.
 - (f) Name of Manufacturer/Supplier and address of the manufacturing Unit/Packing Unit
 - (g) Station of dispatch (Not for NeML Contracts).
 - (h) Warranty expiry date.
 - (j) AT No and date.
 - (k) Green/Veg Logo.

Warranty

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

Inspection

8. An inspection shall be carried out by the Director General of Supplies and Transport, or an officer acting on his behalf, on all supplies tendered for acceptance. The decision of this officer shall be final.

9. The definitions of various items of refraction are given in the attached Appendix 'A'.

10. The Kabli Chana Whole shall conform to the following analysis:-

- (a) **Essential Parameters.**
 - (i) Moisture content - Not exceeding 12.0%.
 - (ii) Kabli Chana Whole
Number of grains/100 gms - NMT 320 Peas/100g.



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- (iii) Foreign Matter.
- | | | |
|------|-----------|-----------------------|
| (aa) | Organic | - Not more than 0.5%. |
| (ab) | Inorganic | - Not more than 0.1%. |
- (iv) Admixture incl other food grains - Not more than 1.5%.
- (v) Damaged and discoloured grains - Not more than 0.5%.
- (vi) Total unsound grains (slightly damaged, touched, Shrivelled and immature grains) - Not more than 1.5%.
- (vii) Weevilled grains (Incl egg spotted grain and dead insect inside grains NMT 2.5%) - Not more than 5%
- * Method of Calculation : $\frac{\text{No of Weevilled grains} \times 100}{\text{Total No of grains}}$
- (viii) Total Sound grains - Not less than 90.1%.
- (ix) Kesari peas / akra - Nil
- (ix) Rodent hair& excreta - Nil

(b) **Other Refractions.**

- Broken grains/split grains - Not more than 1%

(c) The total residual sound grains post deduction of other refractions will not be less than 99% of total sound grains, as given in Para 10(a).

(d) **Miscellaneous Parameters.**

- (i) Spoilage by insects and rodents (Uric acid content) - Not more than 100 mg/kg.
- (ii) Insecticide residue - As per FSSAI Rules.
- (iii) Aflatoxin - Not more than 30 micrograms/kg.
- (iv) Cooking Test. Soak approximately 100 gm of kabli chana whole over night in 500 ml of water. Cook in a pressure cooker for 15 minutes at full steam. The Kabli Chana after cooking shall be soft with cracked skin and shall have distinct starch separation thereby presenting a cooked mass with pleasant appearance.


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Method of Analysis

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

Mandatory Requirements Of FSSAI/BIS

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



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APPENDIX 'A' TO SPECIFICATION NO 442 FOR
KABLI CHANA WHOLE

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

1. Refractions - All components in food grains which differ from sound grains.
2. Foreign matter - Includes inorganic and organic matter. The matter shall include sand, gravel, dirt, pebbles, stones, lumps of earth, clay and mud. Organic matter shall include husk, chaff, straw, weed seeds, oil seeds and other inedible grains. Paddy and barley shall be considered as foreign matter.
3. Other Food grains - Food grains other than the grains under consideration.
4. (a) Damaged Grains - Grains or pieces of grains that are sprouted grains or internally damaged as a result of heat, moisture, weather or microbes.

(b) Discoloured Grains - Grains or pieces of grains that have changed the grains colour as a result of deteriorative changes.

(c) Insect Damaged Grains - Grains that are partially or wholly bored by damaged grains insects injurious to grains. Egg spotted grains shall constitute insect damaged grains.
5. Total unsound Grains - All grains which are not sound are unsound grains and shall include slightly damaged & touched and shrivelled & immature grains.

(a) Slightly damaged or touched grains - Grains or pieces of grains that are damaged or discoloured superficially so as not to affect the quality of the material.

(b) Shrivelled or immature grains - Grains or pieces of grains that are not fully developed. Green colour of the grain shall indicate unripeness.
6. Broken/split grains - Pieces of sound grains or grains split grains into two cotyledons.

APPENDIX 'J' TO SPECIFICATION NO 442 FOR
KABLI CHANA WHOLE
SPECIAL WARRANTY CLAUSE

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