

Terms & Conditions for auctions to be held through NAFED for supply of Dal Arhar to Army Purchase Organization on behalf of NAFED

NAFED invites technical and financial bids in password protected PDF files over email for e-auctions to be held as per below details from all the interested empanelled/non-empanelled millers/traders for supply of Dal Arhar to Army Purchase Organization on behalf of NAFED IS Division

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

CONTRACT FOR ARMY PURCHASE ORGANISATION FY 2025-26		
Name of Government Institution	Army Purchase Organisation	
Milled/ processed pulses to be supplied	Dal Arhar	
Delivery locations	To be intimated later	
Pack size	50 Kgs New Jute Bags/20 Kgs New HDPE bags	
EMD & SD	EMD –2% of the total contract value (Annexure I) SD -- 7% of the total contract value	
	Beneficiary Name	NAFED
	Saving Account No.	10060654277
	Center (Location)	NEW DELHI
	Bank	IDFC FIRST BANK
	Branch	New Friends Colony Branch South Delhi
	IFSC Code	IDFB0020102
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 as per receipt of AT issued by the Army and tentative details are below:- ➤ Award of contract to 15 th July 2025 – 1130 MTs (Phase 3i) ➤ 01 st August 2025 to 30 th August 2025 - 1130 MTs (Phase 4i) ➤ 16 th Sep 2025 to 15 th Oct 2025 – 540 MTs (Phase 5i) ➤ 01 st Nov 2025 to 30 th Nov 2025 – 540 MTs (Phase 6i)	
	Auction rules	
Bidding parameter	The millers will have to submit bids in Rs. Per qtl considering: 1. Cost of milling, packaging, handling & transportation charges (Rs./qtl, including GST) of raw pulses stock to be issued to the successful bidder at fixed OTR (conversion ratio of 73.23%) for milling and supply of Dal Arhar. 2. Cost of arranging for transportation of Milled Pulses to stock offering location/warehouse (Bakoli Warehouse in case of Delhi) 3. Residuals obtained from milling process shall be kept by the miller at the cost of Rs. 1,000 per quintal for the quantity equivalent to 26.77 % of raw stock issued to the miller. 4. Cost of handling, sampling, etc after offering of stock. 5. Any other expenses as per the terms & conditions. 6. All levies, duties & taxes including GST, works contract tax, local taxes, income tax and other taxes, if any	
Raw Material Location	Annexure I	
Bid Validity	30 Calendar Days or receipt of AT Note/Supply order from APO whichever is later.	

Note:

- a. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- b. This bid document shall be governed and construed in accordance with the Indian Laws.
- c. It may kindly be noted that Government of India, any State Government or Army shall not be a party to this transaction.
- d. NAFED shall not be liable for any mistake made by the bidders in punching the bids at the time of e-auctions. 25% of the EMD submitted by the successful bidder in such case shall be forfeited.
- e. No Suit, prosecution or any legal proceedings will be lie against NAFED or any official(s) of NAFED for anything that is done in good faith or intended to be done in pursuance of supply under this bid documents/e auctions.
- f. Quotes received for partial quantity shall be liable for rejection.

GENERAL TERMS & CONDITIONS

1. Eligibility condition

- 1.1. The miller should have a minimum milling capacity of 30 MT per day (in case of multiple units, the capacity of all units put together should be minimum 30 MT per day).
- 1.2. The Miller shall be in possession of mill/ processing unit of pulses through ownership/ lease/rent with a valid license from concerned authorities. In case the mill/processing unit is leased/rent, the lease/rent should be executed through a registered lease/rent agreement with mill owner and residual lease/rent period should be for a minimum 12 months period from date of auction.
- 1.3. The miller should have, over the last 8 financial years from the date of the auction, experience of milling & supply of milled pulses to the Army/CPMFs(including ITBP & Assam Rifles)/State Government/Central Government.
- 1.4. The milling unit of the miller and/or allied facilities including storage godowns owned or leased by the miller must meet the laid down technical parameters as per FSSAI and standards mentioned in the Appendix H of Defence Food Specifications 2021, attached with this document. The successful miller shall provide a self-declaration confirming that it's milling unit adhering to these standards along with the Security Deposit. The Miller will have to submit valid FSSAI license of the milling unit.
- 1.5. The milling unit of the miller and/or allied facilities including storage godowns owned or leased by the miller must meet the hygiene parameters as per norms laid down in the Appendix H of Defence Food Specifications 2021, attached with this document. The successful miller shall provide a self-declaration confirming that it's milling unit adhering to these standards along with the Security Deposit.
- 1.6. All the employees of the milling unit should be protected against communicable diseases with preventive inoculation/vaccination. The successful miller shall provide a self-declaration confirming that it's milling unit adhering to health of employee along with the Security Deposit.
- 1.7. The miller should be registered with GS-1 and must agree to comply with GS-1 guidelines as per the requirement of Indian Army. The successful miller should submit valid certificate from GS-1 India giving confirmation that firm is registered subscriber of GS-1 India for Traceability and recall portal and has been allocated GS-1 company prefix number for generation of unique and universal GS-1 identification keys.
- 1.8. The Miller will have to submit self declaration for not being blacklisted by any State/Central Govt. body/Public Sector Undertaking at any point of time in India.
- 1.9. The Miller will have to submit self declaration for not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as milling service provider to NAFED.
- 1.10. The Miller will have to submit self-declaration for not have been prosecuted for violation of rules / laws under the Essential Commodities Act or any such other laws or orders there under in any court of law.
- 1.11. It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head if 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 any 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.
- 1.12 If intending bidder(s)/applicant(s) is/are/was/were in litigation (s) with Nafed in present/past, it shall be incumbent upon such bidders(s)/applicant(s) to furnish the details of such litigations(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.
- 1.13 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.
- 1.14 All the interested bidders are required to submit valid proof eligibility and qualification details & supporting documents for the auction through email to isupply@nafed-india.com latest by XX XXXX 2025. Only the bidder meeting the minimum

eligibility criteria shall be allowed to participate in the auctions.

Note:

- i. The bidders shall submit their eligibility and qualification details & supporting document for the auction through email isupply@nafed-india.com latest by **2 PM on 23.06.2025**. 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 2021, attached with this document.
- 2.2. The quality parameters other than those parameters mentioned in point 2.1 above shall be in accordance with the specifications indicated in the Food Safety and Standards Act, 2019 and rules framed there under from time to time and free from common deleterious matter. Supplies should be free from any added color and adulteration.
- 2.3. The Millers will be solely responsible for consequences for any violation of the Food Safety and Standards Act, 2019 and rules framed there under from time to time.

3. Details of raw material offered by NAFED for milling

- 3.1. Detail of the raw material offered by NAFED for the processing in given of contract note and also given in Stock details section in respective auction document/schedule/annexure.
- 3.2. Details of raw material mentioned above are the stock earmarked for delivery to the successful miller against supply of milled dal to Army under this particular contract. The actual quantity of the raw material to be lifted would be specified in the release/delivery order issued by NAFED. The unmilled stock shall provided to the bidder based on the fixed conversion ratio (unmilled to milled %) of 73.23%.
- 3.3. NAFED will place confirmed order on monthly basis to the millers. The actual quantity of the stock mapped shall be indicated to the millers along with the monthly orders. The stock will be offered from the earmarked stock and NAFED shall follow FIFO method for order-wise allocation of the stock.
- 3.4. NAFED shall not entertain any request to change the stock location from the millers.
- 3.5. The miller will be responsible for lifting the unprocessed commodity from NAFED specified warehouses and its transport (which includes handling, transportation, transit insurance, loading/unloading etc.) to its milling unit.
- 3.6. The miller may select any of the options listed below to take delivery of raw material.

a) Option 1:

- a) Lifting of stock against interest free security deposit in form of RTGS/NEFT, or Bank Guarantee from a scheduled bank/nationalized bank equivalent to the 100% value of raw material which successful bidder intends to lift. For the purpose of arriving at value of raw material, cost of the stock will be considered as Rs. **9500/Qtl.**
- b) This advance can be deposited with concerned invoicing branch of NAFED through RTGS/NEFT or through Bank Guarantee in f/o NAFED issued by any nationalized/ scheduled bank in India.
- c) NAFED shall not be liable for payment of any interest on advance deposited by miller against lifting of raw material.
- d) Advance required to be deposited by the miller for lifting of raw material shall be in addition to the 7% Security Deposit amount.

b) Option 2: Lifting of stock proportionate to satisfactory and successful supply of milled items by the successful bidder within the stipulated delivery time and submission of bills with relevant documents to the State Head of the concerned branch of NAFED.

- 3.7. The Miller may pre-inspect the NAFED raw material, at their own cost, before submission of the bids.
- 3.8. The bidder has to lift the raw pulses as per the following time schedule from the date of issue of Delivery Order by NAFED:

QUANTITY (MT)	DELIVERY PERIOD (Warehousing working days)
0-250	05
251-500	12
501-1000	15
1001-2000	20

- 3.9. The stock location of the stock earmarked against delivery of the milled production for this contract indicates the warehouse location of the concerned SWC as well as cluster of godowns located in the vicinity which may be mapped to the SWC warehouse. Miller may get delivery either from the SWC warehouse or from any of the godowns in the vicinity linked to the SWC warehouse.
- 3.10. In case of non-lifting of the raw stock within the free delivery period, godown rent at normal rates shall be charged by NAFED from the miller wherever applicable for storage of stocks based on unlifted quantity for the extended period of up to 30 calendar days. Thereafter, even if the miller does not lift the raw stock, penal godown rent (double the normal rent) will be charged for next month.
- 3.11. In case the miller fails to lift the confirmed quantity within the free period, as 3.10 above after payment of godown rent as mentioned above, 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 payment of any storage charges, damages, loss on account of deterioration of quality, shortage due to diriage, theft, fire or any natural calamity, etc. or any other consequences thereupon. Further, penal godown rent (double the normal godown rent) may be charged after the expiry of the permitted period of one month from the date of free period till the party finally lifts the stocks or 60 days of issue of DO whichever is early. If the miller is unable to lift the stocks beyond 60(sixty) days, concerned NAFED branch shall auction the stocks through e-auction and the sale proceeds shall be deposited with the miller.

3.12. Millers 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.

3.13. In the event, at time of lifting, the balance stock of raw stock offered to miller at the godown is less than 5% of the total quantity of the Delivery Order (DO), miller 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 miller will be as per the contract value and will be informed by respective NAFED branch.

4. Processing, Packaging & labeling

4.1. Pulses to be supplied to the Army shall be processed in the state-of-the-art Pulses Processing Mills/Units. 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.

4.2. The packaging of the pulses and marking on the bags to be supplied shall be strictly as per the norms laid down in the Defence Food Specifications 2021, attached with this document.

4.3. The pulses shall be supplied in either 20 Kgs or 50 Kgs pack size. The specifications of packing material for 50 Kgs packing is mentioned in Defence Food Specifications 2021. The specifications for 20 Kgs packing is given as attached.

4.4. If any variance to DFS is found, in the packing material offered at the time of inspection, Miller will be given one opportunity to rectify the same. If the Miller fails to do so, such stock will be liable to be rejected insitu.

4.5. 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 insitu.

4.6. If the stock tendered by miller fails to meet the quality parameters laid down in relevant DFS and this RFP with respect to the packaging and marking, price reduction (PR) will be levied. The rate of PR shall be decided by the Director General of Supplies and Transport (DGST), Integrated Headquarters of Ministry of Defence (Army) or any person authorized by him.

5. Offer of stock

5.1. -

5.1 The consignment will be offered in miller's own godown. For this a tripartite agreement will be made between concerned miller and NAFED. The godown will be used exclusively for supply of pulses to Army and no other consignment will be stored in the said godown. The godown and milling facility should be separate. It is preferable that all concerned millers of NCR hire a common godown in NCR.

The godown should meet following criteria:-

- a) The godown premises should be registered with GS 1.
- b) The security of the godown will be sole responsibility of the miller.
- c) The ownership of the godown will be held with the concerned miller.
- d) Clealiness of the godown premises and maintenance of high standard of hygiene to include use of disinfectants at the entrance to the godown.
- e) Establishment of small office at the godown duly furnished.
- f) Installation of working Fire Extinguishers at prominent places in the godown premises.
- g) Ensure availability of responsible staff with adequate number of labourers at site.
- h) The godown should be dry, airy/well ventilated, hiegenic and well lit with adequate security lights within the premises.
- i) Availability of a functional and clean washroom fit for use by an officer.
- j) Arrangement of potable water and running water in the washrooms.
- k) Any other arrangement deemed necessary at site.

5.2. Stacking in warehouse

- a) The stock of processed dal to be stored in the warehouse owned by the miller or leased by Miller for a minimum duration of 3 months from date of offer of stock.
- b) The stock shall have 2 feet clear moving space all around to facilitate the access to the stack for proper sampling and shall have adequate dunnage underneath
- c) The stacking of the dal shall be in accordance with the batches and the dates of manufacture
- d) After bulk Inspection has been carried out, Miller will ensure that all lots are restacked as proper stacks

5.3. Miller shall inform NAFED when the stock is ready for inspection. NAFED and/or its representative shall conduct a physical verification of the stocks offered by the miller before sending communications to the Army for stock inspection. The date of offering of stock by NAFED to Army, after physical confirmation of the stock, shall be considered as final date of offering.

5.4. The successful bidder offers the consignment in its godown, Bulk Inspecting Officer (BIO) of CFL will carry out spot inspection to ascertain technical and hygiene fitness of the successful bidder godown, before commencing bulk inspection and sampling. Points to be checked during spot inspection are given at Appendix 'R'. In case BIO finds the successful bidder godown unsuitable. BIO

shall report to Commanding Officer CFL, who in turn shall suspend bulk inspection and sampling and report to DGST (ST-7/8). Based on merit DGST (ST-7/8) may order detailed technical and hygiene inspection by technical team and Army Medical Corps officer (community medicine specialist) respectively. In case the warehouse/godown are found unfit during technical and hygiene inspection, no further supply will be accepted from the successful bidder. The successful bidder shall be penalized as per terms and conditions of the contract.

6. Assaying & Testing:

- 6.1. The miller has to complete offering of the entire order quantity for inspection within 30 calendar days of commencement of delivery period as per the AT Note issued by the Army for the concerned supplies.
- 6.2. The Miller will intimate NAFED about readiness of the processed dal stock for inspection and sampling within 2 calendar days from the date of packing. Miller shall satisfy itself, that the pulses stocks are in accordance with the terms and conditions of this contract and fully conform to the required specifications as specified as per relevant annexure C
- 6.3. Miller shall offer the stocks to NAFED as Offering Letter (sample to be shared at later stage) incorporating the following details
 - i. Acceptance of Tender No. and Date
 - ii. Commodity
 - iii. Quantity (indicating no. of packs, no. of units in a pack and the unit weight)
 - iv. Date of tendering (offering stock for assaying)
 - v. Batch/Lot No.
 - vi. Month of Pkg.
 - vii. Warranty Expire Month
 - viii. Godown No. or Place of Storage
 - ix. Type of Packing Used
 - x. Certify that stocks are of uniform grade and free from live infestation
- 6.4. The date of inspection shall not be later than 10 working days after the said communication.
- 6.5. Inspection Authority: The Inspection of processed stock will be jointly carried out by Bulk Inspecting Officer (BIO) which can be DGST (Director General Supplies and Transport, New Delhi or an officer on his behalf i.e. either Commanding Officer, Composite Food Laboratory concerned or an officer acting for him in presence of authorized NAFED representative. The miller may be present in the warehouse at time of inspection.
- 6.6. 100% bulk inspection and 10% sampling by random method will be carried out by BIO. The Lot size of tendered stocks will be 30 MT, however the last lot tendered may contain balance contracted quantity.
- 6.7. Three representative samples will be taken from the lots. Quantum of sample will be
 - i. Original: 2x2 Kg (will be sent to Composite Food Laboratory)
 - ii. Duplicate: 1x2 Kg (will be handed to NAFED authorized representative)
 - iii. Triplicate: 1x2 Kg (will be retained by BIO)
- 6.8. After bulk inspection has been carried out by BIO, it will be ensured that all the lots are restacked as proper stacks
- 6.9. After completion of inspection the inspected stack will be cordoned off and sealed with lac seal of BIO (bulk Inspection officer). A stack card will be pasted on the stack (format to be shared at later stage)
- 6.10. The stocks after inspection and upto the time of dispatch shall remain under the joint lock and seal with miller and NAFED. Miller shall have no objection for surprise checks on the stocks being carried out by representatives of NAFED. The safety of the stock will be the responsibility of Miller
- 6.11. The samples will be tested by assaying agency and test reports will be made available to Miller and NAFED within 7 working days of sampling.
- 6.12. The stock rejected by NAFED/Army has to be reoffered by the Miller within the delivery period as outlined in AT Note communicated to miller at its own cost. In case of stock offered at Delhi, the miller will be responsible for arranging lifting and transit of rejected stock and replaced stock at its own cost.
- 6.13. In case the inspected stock seal is found to be tampered or broken re-inspection will be carried out and the cost of re-inspection and other administrative expenses will be borne by the Miller.
- 6.14. If the samples are not found conforming to the relevant Defence Food Specifications complete lot of supply will be rejected by NAFED/Army.
- 6.15. The rejected consignment will lie at the godown/Supply Depot at the risk and expense of Miller.
- 6.16. The miller shall not charge or be paid for rejected supplies as above, and such supplies shall be removed by miller at their own expense within 10 calendar days of date of rejection orders. The miller will be allowed to remove rejected supply only after they have supplied replacement as per condition of this contract against rejected supply.
- 6.17. The miller shall neither claim nor be entitled to payment for any damages that rejected supplies may suffer for cutting, tearing or any other harm incidental to a full proper examination and test of such supplies.
- 6.18. When an appeal is proffered by the Miller against the decision of the inspecting officer the final finding of the appellate authority will automatically supersede the original report of the Inspecting Officer irrespective of

the fact whether the said Inspecting Officer recommended the consignment to be accepted subject to quality allowance, price reduction etc. In the event of any supplies being found not conforming to the prescribed specification but being considered of acceptable quality the ARMY may, at his sole discretion, accept the supplies subject to such reduction in price as he considers reasonable, in the light of the defects found in the supplies of the quality of the supplies accepted in case the reduction in price is upto 5%, the consignment will be accepted without any reference to Miller for acceptance of the price reduction and the SELLER will not raise any objection thereto. However, if any consignment is acceptable on price reduction over 5% the consent of the contractor will be obtained before acceptance of supplies.

7. Delivery process

- 7.1. The consignment has to be delivered as per the timelines specified in the Delivery Instructions from Army/NAFED. The delivery period will depend on the date of issue of Delivery Instructions.
- 7.2. The stock will be dispatched by Miller by Road Transport only, upto the warehouse of designated Army supply depot as given in the Delivery Instructions on freight paid basis.
- 7.3. The Truck/Lorry carrying the stock will be sealed by the Dispatching Board of Officers of CFL/Integrated Headquarter of Ministry of Defence (Army) to prevent any pilferage/shifting of original accepted stock en-route. Details of such sealing of the truck/container along with the sealed impressions, will form part of dispatch documents. Miller should ensure that the stocks during dispatch are protected from rain and other vagaries of the weather.
- 7.4. At the time of dispatch two additional sealed stock sample will be drawn and dispatched by Dispatching Board of Officers of CFL.
- 7.5. On receipt of processed dal at supply depot, the OC supply depot/his authorized representative will draw a sample of stocks, which will be analyzed and a verdict will be rendered. Post the receipt of "FIT" verdict stocks will be taken on charge at the supply depot. In case of UNFIT verdict, the procedure enumerated in sub clause 7.5.1 and 7.5.2 will be complied with:-
 - a) All rejected consignment will lie at the depot at the risk and expense of the miller and NAFED/Army will not be responsible for any loss or damage caused whatsoever
 - b) NAFED/Army shall be entitled to retain the rejected consignment until they have been replaced by the Miller with supplies of accepted quality and/or amounts due from him on account of penalties due to breach of contractual obligations.
- 7.6. Only cost of transportation of stocks from Miller's warehouse to the designated Supply Depots will be reimbursed as per 'Transport Rates' specified by Army and enclosed as below.
- 7.7. Miller shall take adequate precautions to prevent damage or deterioration to dal during storage/transportation.
- 7.8. Miller shall be responsible and liable for any shortage, damages or deterioration to the consignment for delivered pulses in transit if the same is to be carried in their own or contractor's trucks / Lorries to the destination.
- 7.9. Delayed Dispatch: The responsibility for safe and speedy dispatch in the exact quantity by road as indicated in the Dispatch Instructions will be that of Miller under the supervision of the representative of NAFED/ Composite Food Laboratories. All the dispatches will be completed within 20 calendar days from date of issue of Dispatch Instructions beyond which Liquidated Damage will be levied. Beyond 20 calendar days, the un-dispatched quantity would be re-inspected and upon getting a favorable verdict only the processed dal stock will be dispatched. The cost of re-inspection and other administrative charges will be borne by the Miller.
- 7.10. In case the stock is offered in Delhi, the miller will be responsible for dispatch of the stock from the NAFED's designated warehouse.
- 7.11. Upon successful dispatch of stock by the miller as per the DI received from the Army, delivery order will be issued to the miller for 70% of total raw material earmarked against the supplied quantity. For the remaining 30% the Delivery order will be released to the miller, upon receipt of DAIRV from Army to NAFED confirming successful delivery of complete quantity.
- 7.12. Toll Naka Tax J&K - For J&K, toll Naka rates per quintal as specified vide information number ET/Examp/180/2016 dated 05 Feb 2018 are payable subject to production of necessary receipts.

8. Warranty

- 8.1. Miller 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.
- 8.2. Miller 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 tendering of stores, that the goods/stores supplied under the contract shall be free from all types of defects.
- 8.3. If within the period of warranty, the goods are reported by NAFED/Army to have failed to perform as per the specifications, Miller 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 Army, failing which the stores will be destroyed in situ at miller's risk and cost by a station board of Officer. No DP extensions for the purpose shall be allowed.
- 8.4. In the event of the supplies or part of it having been declared by the Army as not meeting the Defence Food Specification, NAFED/Army will have the right to dispose of the condemned stock in any way after giving due notice to the Miller once only as described in clause 8.3 above. NAFED/Army at its discretion either allow the Miller to replace the condemned stock within a specified period or to recover from the Miller 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/ Army in regard to these charges

will be final.

- 8.5. Miller will have to refund to NAFED/Army 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/Army failing which such claims will be recovered by adjustment of against the security deposit. If the security deposit is not sufficient to cover the full amount recoverable, Miller shall pay the remaining balance due to the NAFED on first demand. The security deposit shall be withheld by NAFED till the expiry of the warranty period relating to final supplies.

8.6. Gone bad within warranty

- a) Once the stocks are accepted for supply, the stocks are dispatched to various depots and stocked/issued to troops for consumption. 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".
- b) 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/Army 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 Bidder to lift such stocks declared gone bad within warranty within period.
- c) Such stocks which are stored in forward depots/units from where it cannot be retrieved for handing over to Miller, shall be destroyed by the Army.
- d) In accordance with the warranty clause, Miller 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 Miller.
- e) This shall be without prejudice to the rights and remedies available to NAFED under the terms and conditions of the contract if awarded and any other rights which are fully reserved.

8.7. The following Warranty clause will form part of the contract placed with NAFED:-

- a) Miller warrants that the goods 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 (the warranty period of the item is as given in the Defence Food Specification attached).
- b) The Miller warrants for a period of warranty as prescribed in the Defence Food Specification attached.
- c) Once the stocks are accepted by the verdict of CFL/FIU, stocks are despatched to various depots and stocked/issued to troops for consumption. This does not mean that the responsibility of supplier is over. At any point of time, the DGST or his authorised representative
- (s) may draw samples from the stocks supplied from locations where they are held at that point of time to confirm that the stocks supplied by the supplier are meeting the concerned DFS. Prior to drawl of such samples, Miller will be intimated by the fastest means by the supply depot where the stocks are held to make available the authorised representative of the supplier within three working days in whose presence the sample will be drawn. Failing which, the sample will be drawn unilaterally and the decision on the same will be final and no representation in this regard will be accepted later.
- d) If within the period of warranty, after analysis of the samples drawn as per Para (c) above, the goods are reported by the Buyer to have failed to meet the quality parameters as per the Defence Food Specifications, the stock will be declared as **"Failed to Perform within Warranty Period"**. In the event of the supplies or part of it having been declared (during the period of warranty) as "Failed to Perform within Warranty Period" by the Director General of Supplies and Transport, QMG's Branch, IHQ of MoD (Army), New Delhi or any officer acting on his behalf whose opinion as to whether or not the particular consignment is meeting the quality as per DFS for the item, will be final and the seller will avail any one options as specified in the succeeding sub paras within a maximum period of **10 days** from the date, the notification letter is despatched for such defect by the buyer, failing which, the buyer will take actions as deemed fit to recover from the supplier the 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 BUYER or any officer acting on his behalf in regard to these charges will be final. This opinion shall be regarded as having been made without committing Govt in any way nor will such decision prejudice the Govt rights.

e) Claims shall be prepared by the supply depots in consultation with concerned CFL/FIU duly approved by officer commanding CFL/FIU for the cost of affected quantity including GST, Sales tax, excise duty and all other incidental charges including transportation charges, if any through Brigadier Procurement (APO). The stocks shall be segregated at the supply depot. Miller is given two options in this eventuality. **(i) Option 1.** Miller will make good the loss amounting to the claim proffered by the concerned supply depot by submitting an undertaking to deduct claimed amount from ensuing bills/ pending bills forwarded by NAFED to PCDA, New Delhi as per rates promulgated by DoCA and corrigendum to AT Notes (with rates) issued by APO within **30 days** of intimation sent by APO to NAFED and accordingly Miller shall lift the stock from locations where they are stored at that time within 45 days of date of issue letter by APO (with copy to all) on his own cost, failing which the stock shall be destroyed by a station board of Officers. It shall be the sole responsibility of the Miller to lift such stocks declared failed to perform within warranty in the stipulated time. **(ii) Option 2.** Miller shall replace the same free of charge, within a maximum period of **45 days** from the date the notification letter is despatched for such defect by the buyer, failing which the stores will be destroyed in situ at NAFED's risk and cost by a station board of officers. No Delivery Period extensions for the purpose is required. The fresh stock intended to replace with the affected stock, will undergo similar QC procedure as followed during initial acceptance of the stocks. Miller will transport fit stocks to the supply depot where the affected stocks are held at his own cost and expense.

f) Miller will intimate the buyer within 10 days of intimation despatched by APO concerning the defect in such an event, the option he is willing to adopt along with the documents as under:-

(i) If Miller is willing for option 1, the intimation letter will also accompany an undertaking to make good the loss amounting the claim proffered by the concerned supply depot by deducting claimed amount from ensuing bills/ pending bills forwarded by NAFED to PCDA, New Delhi as per rates promulgated by DoCA and corrigendum to AT Notes (with rates) issued by APO within 30 days of intimation sent by APO.

9. Tolerance Clause

- 9.1. NAFED reserves the right to increase or decrease the quantity of the required pulses upto +/- 25% at its discretion as per requirement from Army in monthly orders without any change in the terms and conditions and prices as promulgated. While awarding the contract, the quantity ordered can be increased or decreased by NAFED.
- 9.2. NAFED may also offer to extend the order quantity beyond 25% subject to consent of the bidder.
- 9.3. The variation in supplies of monthly orders may be accepted with the approval of NAFED, subject to the value of such excess/short supplies not exceeding 5% of the total value of the contract.

10. Documentation and payment

- 10.1. NAFED shall raise invoice of the raw pulses to the millers. The rate of invoice may vary with supply month, location & season and the same shall be communicated to the selected miller after award of contract or will be mentioned in the DOs issued to the millers for the raw stock.
- 10.2. Upon successful delivery against each phase, Miller shall raise following invoices to NAFED:
 - a) Invoice of milled pulses (ex-mill) the rate of which shall be ('weighted average rate at which raw pulses billed by NAFED to miller' plus cost of milling, handling, transportation, etc as per approved bid less (cost of residuals(1000)*residual%(26.77%)) / 'fixed OTR % as per this contract).
 - b) Invoice towards reimbursement of transportation of processed pulses to Army Supply Depots.
 - c) Above Invoices shall be raised by the miller in f/o NAFED inclusive of applicable GST and other statutory taxes, if any.
- 10.3. All reimbursements against the expenses made by miller towards the transportation of processed pulses to Army Supply Depots will be made on submission of the documents specified in clause 10.2 below and will be subject to receipt of payment by NAFED from Army for the concerned quantity supplied.
- 10.4. The miller shall submit the following documents to the State Head of the concerned branch of NAFED:
 - a) Ink signed Dispatch Advice-cum-Issue and Receipt Vouchers (DAIRV)/ Credit Receipt Vouchers by consignee Supply Depot.
 - b) Ink signed copy of Financial Document Miscellaneous FDM-58, induplicate
 - c) Claim for statutory and other levies to be supported with requisite documents/proof of payment.
 - d) Exemption certificate for Excise duty/ Customs duty, if applicable.
 - e) Item Warranty/Guarantee certificate as per format to be shared at later stage
 - f) Details for electronic payment viz. Account holder's name, Bank Name, Branch Name and address, account type, account number, IFSC code

- g) Copy of No1 or No2 and Copy of No3 of DAIRV's
- 10.5. All the payment towards handling and transportation charges shall be subject to TCS/ TDS as per the IT rules.
- 10.6. Payment against charges quoted and transport reimbursement shall be made by NAFED after receipt of payment from Army to NAFED after deducting any charges imposed/deducted as penalty, LD, PR by Army and/or penalty imposed by NAFED.

11. Submission of bids

- 11.1. **The bidder shall submit the bids Over email id: isupply@nafed-india.com by 23.06.2025, 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 (24.06.2025, 11 AM onwards), the authorised person will be contacted over phone to provide the password by the Constituted Committee**
- 11.2. The bid should consist of 2 parts:
- Technical Bid**, carrying all documents in support of his eligibility as per clause A of this tender document and proof of payment of EMD through Bank Transfer, mentioning UTR No, date of deposit and amount.
 - 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
- 11.3. The bidder has to bid considering:
- Cost of milling, packaging, handling & Transportation charges (Rs./qtl, including GST) of raw pulses stock to be issued to the successful bidder at fixed OTR (conversion ratio of 73.23%) for milling and supply of Dal Arhar.
 - Cost of arranging for transportation of Milled Pulses to stock offering location/warehouse (Bakoli Warehouse in case of Delhi)
 - Cost of handling, sampling, etc after offering of stock.
 - Residuals obtained from milling process shall be kept by the miller at the cost of Rs. 1,000 per quintal for the quantity equivalent to 26.77% of raw stock issued to the miller.
 - Any other expenses as per the terms & conditions.
 - All levies, duties & taxes including GST, works contract tax, local taxes, income tax, mandi tax and other taxes, if any
 - 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/Army) and for any increase or decrease in quantity.
 - The rate quoted by the Bidder shall be the same for all locations for which it is submitted.
 - All prices and rates quoted by the bidder shall be entirely in Indian Rupee only. All the payment shall be made in Indian Rupees only.
- 11.4. The successful bidder shall be issued un-milled/Raw stock based on 73.23% OTR (out turn ratio) i.e. for every 73.23 Kgs of milled/graded pulses supplied by the bidder, 100 Kgs of un-milled stock shall be issued to the successful bidder by NAFED.
- 11.5. The cost of transportation of stocks from Miller's warehouse to the designated Supply Depots will be reimbursed as per '**Transport Rates**' specified by Army and enclosed as below
- 11.6. The successful bidder shall be allowed to retain the residuals as result of milling/ up gradation of the unmilled stock. However, For the accounting purpose, NAFED may raise the invoice of the by-product to the miller at prevailing market prices.
- 11.7. The Bid submitted by the successful Miller shall be valid for a period of 30 calendar days from the date of auction or receipt of AT Note/Supply order from APO whichever is later.
- 11.8. Financial bid of only technically qualified parties/ bidders will be opened**
- 11.9. The financial bid will be opened on 24.06.2025 at 11 AM onwards by the Constituted Committee**
- 11.10. NAFED shall not be responsible for any mistake done by the bidder in punching the bids during the time of e-auction. 25% of the EMD submitted by the successful bidder in such case shall be forfeited.
- 11.11. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.

12. EMD and Security Deposit

- 12.1. The Miller must deposit EMD @ 2% of the total estimated quarterly 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.

- 12.2. EMD of the Successful Miller would be retained by NAFED and will be refunded upon confirmation of receipt of Security Deposit submitted by the Miller to NAFED.
- 12.3. EMD of the successful Miller paid through portal can be refunded upon submission of equivalent amount of EMD in form of BG issued by nationalized /scheduled Bank in favour of NAFED with validity of 12 months.
- 12.4. Upon award of contract, NAFED shall place monthly indent/ order to the successful miller. The miller shall deposit the required 7% Security Deposit to the NAFED separately for every supply order.
- 12.5. Upon award of the contract, the successful miller will have to submit security deposit equivalent to 7% of the total contract value either offline in form of Bank Guarantee in favour of NAFED or Demand Draft from any nationalized /scheduled bank or online through NEFT/RTGS to NAFED. The security deposit must be submitted to NAFED in original within 05 Bank working days of award of monthly contract to miller.

12.6. Security Deposit

- a) The successful miller will have to submit Security Deposit of 7% of the of the monthly order value to NAFED either in form of Bank Guarantee in favour of NAFED or Demand Draft from any nationalized /scheduled bank or through NEFT/RTGS to NAFED within 05 bank working days.
 - b) The Security Deposit submitted by Miller shall be returned upon satisfactory supply of the tendered pulses to all concerned Army Delivery Depots by the successful Miller within the stipulated time and submission of supporting documents to the State Head of the concerned branch of NAFED.
- 12.7. The Security Deposit must be submitted to NAFED in original within 05 Bank working days of acceptance, approval of bid and award of contract to the miller.
 - 12.8. The Bank Guarantee to be submitted to NAFED 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.
 - 12.9. Any shortfall 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.
 - 12.10. Release of Security Deposit – Security Deposit shall be released after expiring of warranty period without receipt of any quality complaint from Army.

13. Taxes applicable

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

14. Penalty & LD clauses

- 14.1. Default in supplies either wholly or partly on account of quality or quantity or delay in supply for any monthly order may result in forfeiture of Security Deposit.
- 14.2. All the millers will offer their quantity to them within 20 days of the AT period, Further with effect from 21st day, a penalty of 1% of the cost of the unoffered quantity will be imposed.
- 14.3. In case the miller fails to complete offering of the order quantity within 30 calendar days of commencement of DP, NAFED may cancel the contract for the balance quantity of same month order and coming months order/balance auction Qty and arrange risk purchase at cost and risk of the miller.
- 14.4. In the event the miller fails to re-offer the rejected stock within the DP as per the AT Note of the Army, it shall be treated as non-supply of the stock.
- 14.5. In case of non-supply of stocks within the specified time limits as per contract, the NAFED will be at liberty to arrange the item from other alternative sources and recover the difference of cost from the miller who has defaulted.
 - a) In case if the miller fails to complete the supplies in time as per indent, the NAFED reserves the right to cancel the order for non-supplied quantity, mentioned in the contract and proceed with arranging the same from alternate sources.
 - b) The difference in cost if any, for arrangement of contracted pulses from the above alternative sources will be recovered from the defaulted miller.
 - c) EMD/SD may be forfeited and NAFED may also proceed with blacklisting of the miller depending on the gravity of the situation. Black listing will be for a period of three years from the date of said order and the miller will be barred from participating in any tender of NAFED for that period.
- 14.6. In case of short supply of monthly awarded quantity (above threshold of 5 %), NAFED may cancel the contract for the pending months and re-invite bids of balance quantity of further monthly orders from alternative sources at risk and cost of the defaulted miller.

14.7. Penalty for Minor Defects in Packing and Moving

- a) If the stock tendered by the miller fails to meet the quality parameters laid down in the relevant DFS with respect to the packaging and marking, Price Reduction (PR) will be levied. The rate of PR shall be decided by authorized officer of the NAFED/Army.

14.8. 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. In case of appeal, "In the event of any supplies being found not conforming to the prescribed specification but being considered of acceptable quality the ARMY may, at his sole discretion, accept the supplies subject to such reduction in price as he considers reasonable, in the light of the defects found in the supplies of the quality of the supplies accepted in case the reduction in price is upto 5%, the consignment will be accepted without any reference to NAFED for acceptance of the price reduction and the SELLER will not raise any objection thereto. However, if any consignment is acceptable on price reduction over 5% the consent of the contractor will be obtained before acceptance of supplies".

14.9. 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.

15. Acceptance of terms and conditions

- 15.1. By submitting the EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract.
- 15.2. The successful miller 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.

16. Other Terms & Condition

- 16.1. The bidder will have to undertake the work on their own, they cannot sub-contract to any third party.
- 16.2. The bidder will have no tripartite liability for NAFED in this contract.
- 16.3. 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.

17. Interpretation of the clauses in this tender documents

- 17.1. 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.

18. Force Majeure

- 18.1. 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.
- 18.2. 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.

- 18.3. 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.

19. Indemnification

- 19.1. 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.

20. Damages

- 20.1. 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.

21. General Provisions

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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.
- 21.7. 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.
- 21.8. 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.
- 21.9. 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.

22. Applicable Law, Jurisdiction and Dispute Resolution:

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.

23. NOTICE OF DISCLAIMER

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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.

- 23.5. 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.
- 23.6. 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.
- 23.7. 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.
- 23.8. 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.
- 23.9. 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.
- 23.10. 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.
- 23.11. Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

24. PREVENTION OF FRAUD AND CORRUPTION

- 24.1. 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 tender process, during the execution of contract and in any other transaction with NAFED.
- 24.2. 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 tender process or during the execution of the contract.
- 24.3. 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.
- 24.4. 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.
- 24.5. The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- 24.6. The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

25. Holiday Listing

- 25.1. 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 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.

26. Integrity Pact

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

Appendix 'L'

[Refer to Para 7 of Part-I, Para 5 of Part-II, Para 9 of Part IV(A), Para 2 & 11.3.1 of Part IV (B) and Part-V of the RFP]

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 DIARV. 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/Google Map.
2. For J&K, Toll Naka rates per quintal as specified vide notification No ET/Examp/180/2016 dated 05 Feb 2018 are payable subject to production of necessary receipt.

Appendix 'D'
(Ref Para 15 (a) of IAFD-931 dt 04 Jan 2023)

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' Pulses/ Sugar (Animal Ration)	Cat 'B' Edible Oil, Fruit Td, Veg Td, Jam Td, Almond Grl, Fish Td, Meat Td, Sweetened condensed Milk (SCM), Cheese Td & Butter Td	Cat 'C' 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		Cat 'A' Pulses/ Sugar/ Animal Ration	Cat 'B' Edible Oil, Fruit Td, Veg Td, Jam Td, Almond Grl, Fish Td, Meat Td, Sweetened condensed Milk (SCM), Cheese Td & Butter Td	Cat 'C' 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*	468	833	600
251-300	1023	1176	1796	51-100*	933	1087	1200
301-350	1183	1358	1800	101-150	1166	1333	1499
351-400	1349	1562	1846	151-200	1633	1886	2099
401-450	1517	1745	1889	201-250	2099	2399	2698
451-500	1688	1935	1937	251-300	2566	2933	3299
501-550	1859	2103	1991	301-350	3033	3485	3898
551-600	2046	2260	2026	351-400	3499	3999	4498
601-650	2185	2409	2196	401-450	3966	4532	5098
651-700	2362	2582	2362	451-500	4431	5065	5598
701-750	2522	2619	2532	501-550	4899	5599	6297
751-800	2676	2781	2672	551-600	5364	6131	6898
801-850	2835	2948	3039	601-650	5832	6665	7497
851-900	2992	3111	3208	651-700	6297	7198	8097
901-950	3152	3271	3375	701-750	6765	7731	8697
951-1000	3308	3436	3545	751 & above	6998	7998	8998
1001-1050	3464	3599	3713				
1051-1100	3623	3763	3882				
1101-1150	3781	3928	4052				
1151-1200	3940	4093	4222				
1201-1250	4099	4253	4391				
1251-1300	4252	4418	4556				
1301-1350	4411	4582	4727				
1351-1400	4568	4747	4898				
1401-1450	4727	4909	5065				
1451-1500	4889	5078	5198				
1501-1550	4996	5181	5364				
1551-1600	5152	5382	5524				
1601-1650	5308	5514	5686				
1651-1700	5466	5677	5857				
1701-1750	5621	5841	6024				
1751-1800	5776	6002	6192				
1801-1850	5935	6163	6359				
1851-1900	6086	6324	6527				
1901-1950	6244	6489	6693				
1951-2000	6402	6652	6860				
2001-2050	6558	6812	7029				
2051-2100	6714	6973	7197				
2101-2150	6871	7136	7362				
2151-2200	7029	7300	7529				
2201-2250	7185	7462	7700				
2251-2300	7340	7623	7864				
2301-2350	7494	7784	8033				
2351-2400	7651	7948	8200				
2401-2450	7809	8110	8370				
2451-2500	7963	8272	8535				
2501-2550	8120	8433	8701				
2551-2600	8273	8598	8871				
2601-2650	8432	8759	9035				
2651-2700	8589	8921	9204				
2701-2750	9084	9085	10094				

Brig AK Sharma, SM, Brig (PPP&OL)
Presiding Officer

Rep of PIFA (Q&M)
Member No 2

Col V Surendra Kallai, Col (Provisioning)
Member No 1

LI Col Jaspreet Singh, OIC APO Coord
Member No 3

Form for eligibility for participating in NAFED auctions for supply of Army FY -2025-26 2023-24
(Provide on letter head, duly stamped & signed)

A. Details of the bidder

Name of the bidder	
Registered mobile number	
Email id	
GS1 Certificate	
FSSAI license number & validity	(bidder to provide copy of FSSAI license of the processing unit. FSSAI license to include commodity to be supplied)
Owned or registered lease /Rent Agreement	(if registered lease, validity of lease to be provided along with copy of registered leased agreement)
GST registration number	(bidder to provide copy of GST certificate of the firm)

B. Details of last 6 experience financial year of supply of commodity.

S. No	Commodity supplied	Order details (mention NAFED auction id if supplied through NAFED)	Supplied to – APO/ITBP/Assam Rifles/CPMF	Supply period	Qty supplied (in MT)

(Bidders to provide copy of work order or work completion certificate for all the order for which experience has been claimed)

(Signature of authorized signatory with stamp)

Name of authorized signatory

Date

Enclosures:

S. No.	Document	Attached (Yes/ No)
1	GS1 Certificate	
2	Valid FSSAI license	
3	Registered lease/Rent agreement (if applicable)	
4	GST certificate	
5	Copy of work orders/ work completion certificate	

Annexure I

Sl. No.	State	Crop Year	Warehouse Name	Quantity(MTs)
1	Gujarat	Toor K-2024	CWC KALAVAD	1,760.00
2	Gujarat	Toor K-2024	CWC KUVADAVA	707.10
3	Gujarat	Toor K-2024	CWC KUVADAVA 01	245.20
4	Gujarat	Toor K-2024	CWC MUNDRA	174.90
5	Gujarat	Toor K-2024	CWC MUNDRA	1,623.15
6	Gujarat	Toor K-2024	CWC PIPAVAV	441.75
7	Gujarat	Toor K-2024	CWC SWIM CERAMICS GODOWN	2,783.60
8	Gujarat	Toor K-2024	GSWC GONDAL TA SANGH	1,059.00
9	Gujarat	Toor K-2024	GSWC HIRAJIBHAI JESABHAI	332.71
			Total	9,127.41

S. No.	Phase no.	Quantity (MT)	EMD amount (@2%)	SD amount (@7%)
1	Phase-3(i)	1130	4068000	14238000
2	Phase-4(i)	1130	4068000	14238000
3	Phase-5(i)	540	1944000	6804000
4	Phase-6(i)	540	1944000	6804000
	Total	3340	12024000	42084000

SECRETARIAT

OF

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

DEFENCE FOOD SPECIFICATIONS - 2023

SPECIFICATION NO 435 : DAL ARHAR

Quality

1. Dal Arhar shall consist of the husked and split seeds of red gram (Cajanus Cajan). It shall be in the form of half peas of characteristic colour, hard with a smooth surface. It shall be free from artificial colour. It shall not be subjected to any kind of polishing.
2. Dal Arhar shall be of current season's crop and shall be sound, clean, sweet, dry and wholesome and free from hard / mouldy lumps. Dal Arhar shall also be free from moulds, living insects, obnoxious smell, discolouration, admixture of deleterious substances and all other impurities except to the extent indicated in para 11 below.
3. The Dal Arhar shall be in sound merchantable condition and should have good cooking quality.

Packaging

4. (a) The Dal Arhar 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	
(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 Dal Arhar 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.


लक्ष्मी मोहन / Lakshmi Mohan
ले कर्नल / Lt Col
एक्ज्यूटिव (एस टी-7/8) / AQMG (ST-7/8)
कम्प्यूटरी शाखा (एस टी-7/8) / QMG Br. (ST-7/8)
इंजीनियरिंग विभाग (सिमा), रक्षा मंत्रालय, तिमरपुर, दिल्ली-64
HQ of MoD (Army), Timarpur, Delhi-64

- (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

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

Hygiene

7. The dal shall be cleaned and bagged in premises maintained in a hygienic condition which shall be open to inspection at any time by a competent authority approved by the Quartermaster General and the Director General of Medical Services. The basic hygiene requirements in a factory supplying products to the Defence Forces shall be in accordance with Appendix 'H'.

8. In addition, all machinery including associated conveyors and spouts shall be maintained in a clean condition and free from insect infestation. The routine cleaning carried out by the Agent/Contractor shall be supplemented at intervals by the employment of special disinfestation and cleaning measures such as may be prescribed by the Director General of Supplies and Transport, QMG's Branch.

Inspection


9. 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.

10. The definitions of the various items of refractions are given in the attached Appendix 'A'.

11. The Dal Arhar shall conform to the following analysis:-

(a) **Essential Parameters.**

- | | | |
|-------|----------------------------------|-----------------------------------|
| (i) | Number of peas/100 grams Max | - Not more than 3000 |
| (ii) | Moisture content | - Moisture shall not exceed 12.0% |
| (iii) | <u>Foreign Matter.</u> | |
| | (aa) Organic | - Not more than 0.5% |
| | (ab) Inorganic | - Not more than 0.1% |
| (iv) | Admixture incl other food grains | - Not more than 0.5% |


 लक्ष्मी मोहन / Lakshmi Mohan
 डी कर्नल, LI Col
 एकपुष्पजी (एस टी-7/8) / AQMG (ST-7/8)
 कर्पूरनगी बाजार (एस टी-7/8) / QMG Br. (ST-7/8)
 इन्डिस्ट्रियल मुन्डलव (सिंग), राजा कंठसय, तिमरपुर, दिल्ली-64
 #+Q of MoD (Army), Timarpur, Delhi-64


- (v) Damaged and discoloured grains - Not more than 1.0%
- (vi) Weevilled grains (incl Egg spotted grains) - Not more than 1.5%
- (vii) **Sound grains** - **Not less than 96.4%**
- (viii) Kesari peas/akra - Nil
- (ix) Rodent hair & excreta - Nil
- (b) **Other Refractions.**
 - (i) Slightly touched grains - Not more than 5.0%
 - (ii) Broken grains - Not more than 2.0%
 - (iii) Fragments - Not more than 2.0%
 - (iv) Partially husked/ splits and wholes (Both unhusked and husked) - Not more than 6.0%
 - (v) Green grains - Not more than 2.0%
- (c) **The total residual sound grains post deduction of other refractions will not be less than 88% of sound grains, as given in para 11 (a).**
- (d) **Miscellaneous Parameters.**
 - (i) Spoilage by insects and rodents - Not more than 100 mg/Kg.
(Uric acid content)
 - (ii) Insecticide residue - As per FSSAI Act & Rules.
 - (iii) Aflatoxin - Not more than 30 micrograms/kg.

Method of Analysis

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

Mandatory Requirements Of FSSAI/BIS

13. 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.


 लक्ष्मी मोहन / Lakshmi Mohan
 ले कर्नल / Lt Col
 एक्स्पुटमजी (एल टी-7/8) / AQMG (ST-7/8)
 कर्नलजी साख (एल टी-7/8) / QMG Br. (ST-7/8)
 कर्नलजी मुख्यालय (सिमा), रक्षा कंत्रालय, तिमारपुर, दिल्ली-54
 HQ of MoD (Army), Timarpur, Delhi-54

VETTED ON 19 SEP 2024

APPENDIX 'A'
TO SPECIFICATION NO 435 FOR DAL ARHAR

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

- (a) Foreign Matter includes dust, stones, lumps of earth, chaff, husks, stem, straw or any other impurity including edible and non-edible seeds.
- (b) Admixture means any grain other than the principal grain.
- (c) Damaged or discoloured grains are those grains that are internally damaged or discoloured to such an extent that the damage or discolouration materially affects the quality of the grain.
- (d) Weevilled grains are those grains that are partially or wholly bored or eaten by weevil or other grain insects.
- (e) Broken grains include pieces below $\frac{3}{4}$ and above $\frac{1}{4}$ of the full size splits
- (f) Fragments include pieces below one fourth of the full size splits.
- (g) Partially husked splits and wholes (both husked and unhusked) include:
 - (i) Grains or pieces of grains carrying husk on one sixteenth or larger portions.
 - (ii) The wholes whether with husk or without husk.
- (h) Slightly touched grains are those grains that are superficially damaged or discoloured, such damage or discolouration not materially affecting the quality of the grain.
- (j) Green grains are those grains that are green in colour.

STANDARD MINIMUM REQUIREMENTS OF HYGIENE IN FOOD FACTORIES

1. To ensure the standard of hygiene in a factory the following minimum requirements shall apply:-

- (a) **Floors**. The floors should be impervious and kept clean all times.
- (b) **Lighting and Ventilation**. Adequate standards of lighting (natural and artificial) in working parts of the factory together with adequate ventilation and sufficient space for and protection from machinery.
- (c) **Fly / Rodent / Pest / Bird Proofing**. Fly / rodent / pest / bird proofing of factory premises to the extent necessary to protect raw material during storage and processing and the manufactured products until it has been packed and the containers sealed.
- (d) **Water-Supply**. An adequate supply of potable water in the factory and drinking water for the employees will be provided which shall be periodically tested and certified as free from injurious bacteria and other substances by a public health laboratory.
- (e) **Disposal of Wastes**. An efficient drainage system must be provided with proper methods of disposal of waste water and other effluents. Provision must exist to eliminate dusts/fumes if any.
- (f) **Conservancy**. A proper conservancy system adequately serviced with approved methods of disposal of human excreta.
- (g) Additional special hygiene precautions are necessary when waste products which are dangerous or likely to create conditions which are dangerous to health are produced at any stage during handling of raw materials or its manufacture.
- (h) **Safety**. Adequate fencing of machinery shall be secured in the case of all types of machinery and its moving parts and the moving machinery shall be kept in a position which provides sufficient safeguard against any accident. Each factory must have first aid box with necessary minimum items.

2. **Workers**.

- (a) So far as the health of the employees is concerned, they shall be periodically examined by Medical Officer and it should be ensured that no individual suffering from any communicable disease or any disability likely to result in contamination of the raw materials, implements, equipments or finished products, is employed.
- (b) All the employees should be protected against communicable diseases with preventive inoculation / vaccination.
- (c) Provisions for personal hygiene of employees will include potable drinking water, washing facilities (Soap, basin or taps, nail brushes and towels) sanitary annexes and at least two sets of clean clothing for each employee for use only in the factory and Masks / hand gloves, where necessary. There should be a separate room for keeping the personal belongings and to change the clothes and for drying of wet clothes.

APPENDIX 'J'
TO SPECIFICATION NO 435 FOR DAL ARHAR

SPECIAL WARRANTY CLAUSE

1. The contractor warrants the supplies delivered to be sound, wholesome, and meets the quality parameters as per DFS of Dal Arhar, 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 Dal Arhar, 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 Dal Arhar, 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 Brigadier Procurement or an officer acting on his behalf in regard to these charges will be final.
3. The declaration by the Brigadier Procurement 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 Brigadier Procurement 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.