



**NATIONAL COOPERATIVE CONSUMERS’
FEDERATION OF INDIA LIMITED (NCCF)**

**3, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi – 110016
Website: www.nccf-india.com**

COMMERCIAL DIVISION

**NCCF INVITES TENDER FROM ELIGIBLE IMPORTERS FOR
SUPPLY OF IMPORTED MASUR (RED LENTIL) FOR DELIVERY
AT EX-DESIGNATED GODOWN**

AUCTION SCHEDULE

Date	Auction Time	Extension	L-1 Matching Round
ALL TUESDAY & THURSDAY (WORKING DAYS) W.E.F. 24.08.2023	12:30 to 1:00 PM	1:00 to 1:15 PM	2:00 to 2:30 PM

Mode of Tender Submission: **Through e-Auction / Online Bidding on NCDFI e-Market Portal**
www.ncdfimarket.com

GENERAL MANAGER (COMMERCIAL)

1. Invitation of Bids

The NCCF invites bids for the procurement of IMPORTED MASUR (Non-GMO), for PSF buffer, intended for the Department of Consumer Affairs, Government of India. Bids are sought from importers located at the identified locations: **Kolkata, Chennai, Mumbai & Tuticorin, at any or all of the mentioned locations.**

Tenders are invited twice a week, i.e., every Tuesday & Thursday (working days). The Bidder must ensure that their bid, accompanied with necessary documents, EMD, etc. is submitted on or before the specified last date and time for each particular tender, as mentioned in the tender notice.

The committee, as determined by the Department of Consumer Affairs (DoCA), Govt. of India, reserves the right to accept or reject any or all bids without providing any reason. NCCF reserves the right to remove/modify/add any clause in these tender documents without offering any explanation, and such changes will have a prospective effect.

Participating bidders are required to thoroughly review the contract note, sign it electronically or physically, and submit it to the service provider prior to engaging in the auction session. Only those bidders who have submitted the duly signed copy of the contract note shall be permitted to participate.

2. Quantity, Quality specifications & Delivery location:

Commodity	IMPORTED MASUR (RED LENTIL)
Tender Quantity	20,000 MT (maximum daily purchase quantity for all locations)
Minimum bid quantity	5000 MT (\pm) 05% (additional quantity in multiple of 500 MT)
Quality Specification	The offered stock should confirm to FSSAI specifications for unprocessed raw whole pulses (not for direct human consumption) and above with moisture content of 14%, aflatoxin of not more than 20 microgram per Kg. and non-GMO.
Crop Year	Crop Year, 2022.
Country of Origin	Canadian & Australian or any other overseas origin approved by the Department of Consumer Affairs.
Delivery Period	30 working days if the material is available in the port/warehouse & 60 working days if the material is available overseas.
Delivery Locations	Delivery at nearby designated Godown of CWC / SWC etc. at Kolkata, Chennai, Mumbai & Tuticorin. (Distance of Godown within the radius of 100 km from Port) *

- In case of non-availability of a warehouse within the designated radius, NCCF will instruct bidders to supply the stock at an alternative location within the State. The additional transportation charges incurred by the supplier over and above the prescribed limit will be reimbursed based on the actual expenses incurred, while not surpassing the approved slab rate fixed by the respective State for the foodgrain transportation. The final decision of the Department of Consumer Affairs / NCCF will be conclusive and obligatory for the supplier.

3. Price:

Prices are to be quoted in Indian Rupees (INR) per quintal (QTLS) for supply at the designated Indian Port, distinct for each destination. The offered Prices should cover all taxes levied by the Government as well as expenses up to nearby designated godowns, after getting necessary clearance from Customs, PPQ and other pertinent authorities. The supplier is responsible for payment of custom duty, other duties, taxes, etc. prior to delivering the imported cargo to NCCF.

4. Packing:

The packaging shall consist of 50 kg net good quality new B Twill Jute Bags, preferably weighing 580 grams with a tolerance of $\pm 2\%$. These bags should be capable of enduring multiple handling and deemed suitable for secure storage. They must bear clear markings indicating the commodity's name, crop year, country of origin, net and gross weight, and supplier's identification mark. Any stock packed in damaged or torn bags will be subject to rejection.

5. Country of Origin:

Import from Canada and Australia or any other overseas origin approved by the Department of Consumer Affairs is permitted for entry into India. Nevertheless, the offer must explicitly specify the country of origin for the stock being proposed. Moreover, the stock must adhere to FSSAI specifications for unprocessed raw whole pulses.

6. Delivery Period & Quantity:

The provided stock should reach the designated destination as per the terms specified in this tender document, not exceeding 30 working days if the material is accessible at the port/warehouse, and 60 working days if the material is available overseas. Importer shall be responsible for covering unloading and other labor charges at the designated godown. Stock delivered beyond the mentioned period will not be accepted, and any remaining undelivered quantity will be deemed a default. The acceptance letter issued by NCCF will be treated as a contract agreement until a formal agreement is signed. The quantity delivered, with a tolerance of $\pm 2\%$, will be taken into consideration.

7. Earnest Money Deposit (EMD):

The interested bidders will have to pre-deposit 2% EMD of the bid price to participate in the auction session. Bidders who deposit a 2% EMD of the bid price amount to the e-auction service providers prior to bidding will be allowed to participate in the reverse auction. Once, the auction has commenced, requests for EMD deposit or confirmation will not be entertained by the service provider.

The EMD of the successful bidders(s) shall be forfeited in case they fail to submit the

performance guarantee within the specified timeframe to the satisfaction of the NCCF.

8. Performance Guarantee:

- (i) All the successful bidder(s) will be required to deposit 5% of the value of the awarded quantity within 05 bank working days starting from the date of confirmation of the bid. The payment of the performance guarantee can be made through RTGS/NEFT in the following bank account of NCCF. The relevant portal where the bid was submitted should also be informed.

<u>NAME OF THE BENEFICIARY</u>	MD,NCCF
<u>ACCOUNT NUMBER</u>	34827894847
<u>NAME OF BANK</u>	State Bank of India
<u>ADDRESS OF THE BANK</u>	Asian Games Vill. Compl. NCUI, 3 Siri Institutional Area, August Krant Marg, New Delhi-110016
<u>IFS CODE</u>	SBIN0007407

- (ii) Failure to provide the performance guarantee on time will result in the forfeiture of the EMD without prior notice to the bidder.
- (iii) The performance guarantee of successful bidder(s) shall be refunded by NCCF within seven (07) bank working days after the contracted quantity has been successfully supplied to the satisfaction of NCCF. These deposits will not accrue any interest. Any default in the performance of the contract will invite forfeiture of the performance guarantee or EMD or both, as the case may be, without any reference or recourse to the bidder.

9. Evaluation criteria:

- (a) The successive bids will be evaluated based on the estimated rate, irrespective of the delivery location. Importers shall provide the estimated port clearance charges (including taxes, if any) and transportation costs for the imported stock, from port to warehouse, separately. Supporting documents must accompany these details, as included in the offer.
- (b) NCCF may request all relevant documents from the successful bidder, which indicate the stock's origin and transportation particulars from the port to the relevant destination.
- (c) NCCF reserves the right to inspect the movement starting from the declared port. It is important to note that stock arriving from any location other than the designated discharge port will not be accepted.

- (d) The service provider is responsible for collecting documents from the awarded supplier and submitting them to NCCF for final confirmation. The supplier should initiate dispatch only after NCCF confirms the documents.

10. (A) Documents required when material is available on ports/warehouse:

- (i) Bill of Lading & Bill of Entry.
- (ii) IEC Certificate / FSSAI Certificate.
- (iii) Self-Declaration / any documents related to the crop year declaration.

10 (B). Documents required if material to be supplied is from overseas:

- i) Bidder importing pulse commodities to India must upload a copy of the contract documents or agreement between them and the overseas party for the supply or import of pulse commodities to India. This document should clearly indicate that the supplies or purchases are intended for India.
- ii) Upon acceptance of the bid, the successful bidder will deposit a performance guarantee @Rs.5% excluding the EMD Amount. The bidder shall submit bill of lading, bill of entry etc. at the time of delivery of stock. Failure to submit the required documents will lead to forfeiture of the performance guarantee & EMD amount.

11. Inspection of Goods:

- a) Inspection will be conducted by a surveyor appointed by Department of Consumer Affairs, Govt. of India, at the designated godown.
- b) The bidders with stock within or outside the customs warehouse area, or located overseas, can offer their stock, provided they meet the eligibility criteria outlined in the tender documents.
- c) If the delivered stocks are rejected at the delivery point, the supplier must replace the quantity equivalent to the rejected stock within 15 calendar days. Failure to replace the stock within this timeframe will result in the forfeiture of the EMD and Performance Guarantee Amount. NCCF will then proceed to purchase the undelivered quantity at the supplier's sole risk. Once losses are recovered, any remaining balance from the performance guarantee or security deposit will be returned to the supplier.
- d) It is for the information of the supplier that they will ensure to unload the cargo in the designated warehouse in the presence of NCCF Officials. The cargo must be uniform in size, appearance and other quality parameters. The sample shall be collected from each lot size of 200 MT (with tolerance of +/- 2%) or part thereof, in case; the last lot is less than 200 MT. The composite sample drawn from each lot will be analyzed for quality assessment on weighted average basis. Generally, samples will be drawn from 10% of the lot. However, NCCF retains the discretion to increase the sampling percentage as per requirement and

discretion. The analyzed report of each lot of 200 MT will be considered for finalisation/ acceptance of stock.

12. Payment Terms:

- i. The payment will be processed within ten (10) working days after submission of the invoice along with/accompanied by delivery proof supporting documents. This is contingent upon the confirmation of quality by the surveyor appointed by the Department of Consumer Affairs (DoCA) and any necessary adjustments or recoveries made at the designated warehouse. (This is subject to receipt from DoCA).
- ii. Part Billing can be done with a minimum quantity of 5000 MT.

13. E-Auction / Online Bidding Session Details:

The Bidding process shall comprise two stages: 1st Stage (Price Discovery Session), 2nd Stage (L1-Bid Matching Session). The timing of auctions is provided in Annexure - I

- (i) Bidders are required to provide both the Price and Quantity they intend to supply before the conclusion of the e-auction time. The auction follows a price-quantity reverse format, where bidders adjust their bids by increasing the quantity and decreasing the price.
- (ii) The auction session will be open for 30 minutes' duration and there will be 03 extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session. Multiple bidders may have the same lowest displayed price.
- (iii) The bidders shall place their bids online on the platforms provided by the Service Provider's online system, in accordance with the terms and conditions stated herein
- (iv) The following criteria will be applied to determine the successful bidders for each lot:
 - a. Priority for provisional allotment will be given to the supplier with the lowest quoted price.
 - b. If two or more suppliers bid the same lowest price, priority will be granted to the supplier who bid for a higher quantity.
 - c. In case multiple suppliers bid the same price and quantity, precedence will be given to the supplier who has offered his bid first with reference to time.
- (v) L-1 matching round (2nd stage) will be conducted for 30 minutes following one hour of Round-1. This round is exclusive to bidders who participated in the 1st round.
- (vi) In L-1 Matching round, the non-L1 bidders will be shown the L1 price discovered, the remaining quantity and the quantity they are eligible for (the final quantity they quoted during the auction session).

- (vii) The Bidders will have the option to click on agree button to change their earlier quoted price to the L1 Price discovered in the auction, for the quantity they bid in the auction session. No request for cancellation of any bid will be entertained in any situation/ground.
- (viii) All the bids so made shall be depicted as 'Provisionally Allotted'.
- (ix) NCCF after due consideration will communicate its decision on the L1 price to Service Providers. However, NCCF may also reject the L-1 bid at their discretion.

14. Intimation to the Successful Bidder:

The bids from the lowest bidder(s) of the e-auction/online bidding session among the service providers may be announced as the successful bidder(s) by NCCF. Upon acceptance, the Service Provider will notify the successful bidder(s) via their registered email address and phone number (in accordance with the records maintained by the Service Provider). Additionally, a copy of this email will be sent by the Service Provider's system to NCCF.

15. Transaction Charges:

No transaction charge shall be payable by the bidder.

16. Interpretation of the clauses in this tender document:

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

17. Other terms & conditions:

- (i) The Bidders shall pre-register themselves with the approved portals and follow the instructions as per the approved contract note.
- (ii) The registered bidders may participate in the bidding process as per the flow chart provided by the portals. After the first round of bidding, they may participate in the matching round to finalize the offer rate and quantity location-wise.
- (iii) NCCF shall reserve the right to accept or reject any or all bids without assigning any reason.
- (iv) NCCF reserves the right to delete/modify/add any clause to this tender document without assigning any reason.
- (v) Successful Bidder shall not assign or sub-let the supply of imported Masoor Whole under this agreement or any part thereof to any other supplier or Importer.
- (vi) Bidder shall indemnify NCCF in respect of all claims, damages, compensation or expenses arising due to any injury or accident caused by them.

- (vii) The bid documents shall be governed and construed in accordance with the Indian Laws.
- (viii) The offered stock must meet all the import clearance requirements set by the Government of India. NCCF will only accept stock that has been imported and cleared from Indian customs, supported by a self-certified photocopy of any import document, such as the Bill of Entry or Customs Clearance. However, NCCF may request additional documents to verify the authenticity of the self-declaration.
- (ix) No cancellation of Bids shall be allowed during an auction session.

18. Default And Risk Purchase:

- I. In case any party defaults to deposit the performance guarantee within 5 bank working days, the EMD shall be forfeited.
- II. In the event of non-supply or low-quality supply of the imported Masoor Whole (Red Lentil), whether in full or in part, under the agreement, the Supplier shall be held accountable for any resulting loss incurred by NCCF, which will be recoverable from the Supplier.
- III. In case any party fails to deliver the contracted stock, the Performance Guarantee along with EMD shall be forfeited and the clause of Risk purchase of the contract shall be invoked, subject to force Majeure. All such matters shall be brought to the consideration of the constituted committee of Department of Consumer Affairs. Under risk purchase, the gap between offered price and the actual purchase price for the quantity equivalent to the bid quantity under the defaulted contract shall be recovered from the bidder. NCCF will execute the risk purchase based on the next approved price from the defaulted date.
- IV. If the Supplier fails to deliver entire consignment to the specified delivery location by NCCF due to any reason(s) other than Force Majeure, NCCF at its own discretion shall entitle to cancel the contract and recover the damages besides forfeiture of Security deposit amount submitted by the supplier. NCCF shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.
- V. There may be a variation of 5% from the awarded quantity. Supplier may supply additional 5% or lesser quantity from the awarded quantity to account for weight loss/Gain. Such supplies will not be considered as short supplies. However, more than 5% lesser supply would be treated as short supply and NCCF shall be at liberty to purchase the entire deficit quantity at the supplier's risk and cost.

19. Non-Performance & Cancellation of Contract:

- (i) In the event of non-supplying /low quality supply of Masur Whole (Imported) wholly or partly, under the agreement, the Supplier shall be held responsible for any consequential loss incurred by NCCF. Such losses shall be recovered from the Supplier through the forfeiture of performance guarantee. If the losses exceed the value of the performance

guarantee, they will be recovered from the party.

- (ii) If the Supplier fails to deliver the entire consignment to the given delivery location by NCCF for any reason (s) other than Force Majeure, NCCF at its own discretion only shall be entitled to cancel the contract and recover the damages besides forfeiture of Security deposit amount submitted by the supplier. NCCF shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

20. Damages:

If the goods are not delivered within the contracted period of delivery or stipulated arrival period, the supplier shall be liable to pay to NCCF on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial production in India, Overseas countries and loss of other benefits to the NCCF. The quantum of such damages will be determined at the sole discretion of NCCF.

21. Effectiveness:

This contract shall come into force with immediate effect from the date of signing by the Supplier and NCCF and shall remain valid until the successful deposit of the contracted quantity of imported Masoor Whole (Red Lentil) at the designated warehouse of the locations as per the bid.

22. Resolution of Dispute

NCCF and the successful bidder shall endeavor to amicably resolve any disagreement or dispute arising between them under or in connection with this contract through direct informal discussions and negotiations. If, after thirty days from the initiation of such informal discussions and negotiations, NCCF and the successful bidder are unable to reach a resolution, the disputes will be adjudicated and settled in a court of law located in Delhi.

This Contract shall be governed by the Laws of India currently in force. The dispute resolution mechanism shall adhere to the Arbitration and Conciliation Act of 1996, with the venue and seat of arbitration being New Delhi.

23. Force Majeure

- (i) If at any time during existence of this tender Agreement, either party is unable to perform in whole or in part any obligations under this bid documents 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 labor trouble, embargoes, then the fulfillment date of any obligations or commitments shall be postponed for the duration of such circumstances. Any waiver or extension of time with regard to the delivery of any portion of the goods shall not be construed as a waiver or extension of

time for the remaining deliveries.

- (ii) If the impact of such circumstances exceeds a period of three months, either party will be entitled to decline further performance of the contract. In this case, neither party shall have the right to claim consequential damages.
- (iii) The party unable to fulfill its obligations under the present contract must inform the other party within 7 days of the occurrence of any of the circumstances mentioned in this clause, detailing the presence or cessation of the circumstances preventing contract performance. A certificate issued by the competent authority related to the case shall serve as sufficient proof of the existence and duration of the aforementioned circumstances. The unavailability of raw materials will not serve as an excuse for the successful bidder to neglect their obligations under the contract.

24. NCCF Business Guidelines:

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

AUCTION SCHEDULE

Date	Auction Time	Extension	L-1 Matching Round
ALL TUESDAY & THURSDAY (WORKING DAYS) W.E.F. 24.08.2023	12:30 to 1:00 PM	1:00 to 1:15 PM	2:00 to 2:30 PM

(Agreement to be executed between NCCF and Successful Bidder)

MEMORANDUM OF AGREEMENT

For supply of Imported Masoor Whole (Red Lentil), Non- GMO, Origin/Crop year, 2022 for delivery at designated godowns after custom clearance /PPQ/other relevant Authorities at any Indian seaports.

This AGREEMENT is made and entered into at New Delhi on this _____ day of.....by and between **National Cooperative Consumer Federation India Ltd.** an apex level Cooperative Organization , registered under Multi State Cooperative Societies Act, 2002 , having its Head Office at NCUI Complex Hauz Khas New Delhi-110016 / Concerned Branch through its **(Designation)**,**(Name)** duly authorized , (hereinafter referred to as the “NCCF” which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its representatives, nominees, affiliates, successors in business and permitted assigns of the first part:

AND

..... , a Limited /Private /PartnerShip Firm/Sole Proprietorship registered under the provisions of Companies Act of 1956 and/or 2013/Partnership Act, having its Regd. Office at through its (Designation), (Name), resident of Duly authorized (hereinafter referred to as “SUPPLIER”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

RECITALS

WHEREAS:

1. NCCF is an apex level organization of Consumers’ Cooperatives in India, an autonomous body under the Dept. of Consumer affair GOI. to organize, promise and develop marketing, processing and storage of agricultural, horticultural and forest produce, undertake, inter-stage and export of agricultural produce. Commodities under Price Stabilization Fund (PSF) on behalf of Govt. of India. NCCF also procures pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
2. NCCF has invited bids for supply of IMPORTED MASUR Non-GMO, Origin/Crop not older than one year (2022) for delivery at CFS area /rail yard after custom clearance /PPQ/Other relevant Authorities at any of Indian sea ports Namely on Truck Load/Rail Load Conditions.
3. Supplier submitted its bid in format prescribed by NCCF and has been shortlisted by NCCF for a minimum quantity of (Non-GMO) at CFS area loaded on Truck/ Rail, at any or all the offered location.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONVENTS SET FORTH HERIEN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, PARTIES HERETO AGREE A FOLLOWS:

(i) Quantity, quality specifications & Delivery location:-

Commodity	IMPORTED MASUR (RED LENTIL)
Tender Quantity	20,000 MT (maximum daily purchase quantity for all locations)
Minimum bid quantity	5000 MT (±) 05% (additional quantity in multiple of 500 MT)
Quality Specification	The offered stock should confirm to FSSAI specifications for unprocessed raw whole pulses (not for direct human consumption) and above with moisture content of 14%, aflatoxin of not more than 20 microgram per Kg. and non-GMO.
Crop Year	Crop Year, 2022.
Country of Origin	Canadian & Australian or any other overseas origin approved by the Department of Consumer Affairs.
Delivery Period	30 working days if the material is available in the port/warehouse & 60 working days if the material is available overseas.
Delivery Locations	Delivery at nearby designated Godown of CWC / SWC etc. at Kolkata, Chennai, Mumbai & Tuticorin. (Distance of Godown within the radius of 100 km from Port) *

- In case of non-availability of a warehouse within the designated radius, NCCF will instruct bidders to supply the stock at an alternative location within the State. The additional transportation charges incurred by the supplier over and above the prescribed limit will be reimbursed based on the actual expenses incurred, while not surpassing the approved slab rate fixed by the respective State for the foodgrain transportation. The final decision of the Department of Consumer Affairs / NCCF will be conclusive and obligatory for the supplier.

(ii) Price:

Prices are to be quoted in Indian Rupees (INR) per quintal (QTLS) for supply at the designated Indian Port, distinct for each destination. The offered Prices should cover all taxes levied by the Government as well as expenses up to nearby designated godowns, after getting necessary clearance from Customs, PPQ and other pertinent authorities. The supplier is responsible for payment of custom duty, other duties, taxes, etc. prior to delivering the imported cargo to NCCF.

(iii) **Packing:**

The packaging shall consist of 50 kg net good quality new B Twill Jute Bags, preferably weighing 580 grams with a tolerance of $\pm 2\%$. These bags should be capable of enduring multiple handling and deemed suitable for secure storage. They must bear clear markings indicating the commodity's name, crop year, country of origin, net and gross weight, and supplier's identification mark. Any stock packed in damaged or torn bags will be subject to rejection.

(iv) **Country of Origin:**

Import from Canada and Australia or any other overseas origin approved by the Department of Consumer Affairs is permitted for entry into India. Nevertheless, the offer must explicitly specify the country of origin for the stock being proposed. Moreover, the stock must adhere to FSSAI specifications for unprocessed raw whole pulses.

(v) **Delivery Period & Quantity:**

The provided stock should reach the designated destination as per the terms specified in this tender document, not exceeding 30 working days if the material is accessible at the port/warehouse, and 60 working days if the material is available overseas. Importer shall be responsible for covering unloading and other labor charges at the designated godown. Stock delivered beyond the mentioned period will not be accepted, and any remaining undelivered quantity will be deemed a default. The acceptance letter issued by NCCF will be treated as a contract agreement until a formal agreement is signed. The quantity delivered, with a tolerance of $\pm 2\%$, will be taken into consideration.

(vi) **Payment Terms:**

- (a) The payment will be processed within ten (10) working days after submission of the invoice along, accompanied by delivery proof supporting documents. This is contingent upon the confirmation of quality by the surveyor appointed by the Department of Consumer Affairs (DoCA) and any necessary adjustments or recoveries made at the designated warehouse. (This is subject to receipt from DoCA).
- (b) Part Billing can be done with a minimum quantity of 5000 MT.

(vii) **Inspection of Goods:**

- (a) Inspection will be conducted by a surveyor appointed by Department of Consumer Affairs, Govt. of India, at the designated godown.
- (b) The bidders with stock within or outside the customs warehouse area, or located overseas, can offer their stock, provided they meet the eligibility criteria outlined in the tender documents.

- (c) If the delivered stocks are rejected at the delivery point, the supplier must replace the quantity equivalent to the rejected stock within 15 calendar days. Failure to replace the stock within this timeframe will result in the forfeiture of the EMD and Performance Guarantee Amount. NCCF will then proceed to purchase the undelivered quantity at the supplier's sole risk. Once losses are recovered, any remaining balance from the performance guarantee or security deposit will be returned to the supplier.
- (d) It is for the information of the supplier that they will ensure to unload the cargo in the designated warehouse in the presence of NCCF Officials. The cargo must be uniform in size, appearance and other quality parameters. The sample shall be collected from each lot size of 200 MT (with tolerance of +/- 2%) or part thereof, in case; the last lot is less than 200 MT. The composite sample drawn from each lot will be analyzed for quality assessment on weighted average basis. Generally, samples will be drawn from 10% of the lot. However, NCCF retains the discretion to increase the sampling percentage as per requirement and discretion. The analyzed report of each lot of 200 MT will be considered for finalisation/ acceptance of stock.

(viii) **Interpretation of the clauses:-**

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

(ix) **Indemnification**

The Supplier shall indemnify NCCF and maintain indemnification 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.

(x) **Force Majeure**

- (a) If at any time during existence of this tender Agreement, either party is unable to perform in whole or in part any obligations under this bid documents 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 labor trouble, embargoes, then the fulfillment date of any obligations or commitments shall be postponed for the duration of such circumstances. Any waiver or extension of time with regard to the delivery of any portion of the goods shall not be construed as a waiver or extension of time for the remaining deliveries.
- (b) If the impact of such circumstances exceeds a period of three months, either party will be entitled to decline further performance of the contract. In this case, neither party

shall have the right to claim consequential damages.

- (c) The party unable to fulfill its obligations under the present contract must inform the other party within 7 days of the occurrence of any of the circumstances mentioned in this clause, detailing the presence or cessation of the circumstances preventing contract performance. A certificate issued by the competent authority related to the case shall serve as sufficient proof of the existence and duration of the aforementioned circumstances. The unavailability of raw materials will not serve as an excuse for the successful bidder to neglect their obligations under the contract.

(xi) **Non-Performance & Cancellation of Contract:**

- (a) In the event of non-supplying /low quality supply of Masur Whole (Imported) wholly or partly, under the agreement, the Supplier shall be held responsible for any consequential loss incurred by NCCF. Such losses shall be recovered from the Supplier through the forfeiture of performance guarantee. If the losses exceed the value of the performance guarantee, they will be recovered from the party.
- (b) If the Supplier fails to deliver the entire consignment to the given delivery location by NCCF for any reason (s) other than Force Majeure, NCCF at its own discretion only shall be entitled to cancel the contract and recover the damages besides forfeiture of Security deposit amount submitted by the supplier. NCCF shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

(xii) **Damages, Penalties and risk Purchase**

- (a) If the goods are not delivered within the contracted period of delivery or stipulated arrival period, the supplier shall be liable to pay to NCCF on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial production in India, Overseas countries and loss of other benefits to the NCCF. The quantum of such damages will be determined at the sole discretion of NCCF.
- (b) Performance Guarantee will be forfeited in case the quantity of default delivery is beyond 50% of the contracted quantity and risk purchase clause of the tender will be revoked.
- (c) NCCF shall exercise the option of risk purchase for quantities undelivered beyond a tolerance of (-)50% of the confirmed quantity, as the market situation may warrant. For example, In case the total contract quantity is 100 MT and if any suppliers fails to deliver upto 50 MT of the contracted quantity, no penalties will be charged. However, in case undelivered quantity is more than 50 MT then risk purchase will be exercised on the entire undelivered quantity, alongside the forfeiture of Performance guarantee.

(xiii) **Effectiveness:**

This contract shall come into force with immediate effect from the date of signing by the Supplier and NCCF and shall remain valid until the successful deposit of the contracted quantity of imported Masoor Whole (Red Lentil) at the designated warehouse of the locations as per the bid.

(xiv) **Other conditions:**

The offered stock should comply with all the import clearance requirements of the Government of India. **Only the stock imported and cleared from Indian customs/ PPQ/Other relevant authorities duly supported with the self-certified photocopy of any import document, Customs Clearance, etc. will be accepted by NCCF under this contract.**

(xv) **General Provision:-**

- a) **Governing Laws:** This agreement will be governed and construed in accordance with the laws of the Republic of India without giving effects to the principle of conflicts of laws. Both parties have agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this agreement may be brought in a court at New Delhi.
- b) **Compliance with Laws, Notification etc:** Supplier confirms that it has entered into this transaction with the full knowledge and understanding of this agreement 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 undertaking given by the NCCF 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 agreements, arrangements, undertakings conditions on inspection of the documents with the NCCF.
- c) **Further Assurances:** The parties hereto shall cooperate with each other, both during and after the term of this agreement and to execute, when requested, any other document deemed necessary or appropriate by parties to carry out the purpose of this agreement.
- d) **Severability:** If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provision 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.
- e) **Waiver:** not a limitation of enforce
 - (i) 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 provision or of the right thereof to enforce each and every provision.

- (ii) Any express or implied waiver by the NCCF of any default shall not constitute a waiver of any other default by the 'Supplier or a waiver of any of the NCCF rights. All original right and powers of the NCCF under this Agreement will remain in full force, notwithstanding any neglect, for bearance of delay in the enforcement thereof by the NCCF , and the NCCF shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder , unless such waiver be provided in writing by NCCF, and any waiver by the NCCF of any breach by the Supplier of the Agreement , shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Agreement.
- f) **No Assignment:** Neither party may assign or transfer its rights or obligation under this agreement 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 agreement, 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 agreement shall be binding upon such assignees.
- g) **Right to amend terms and conditions:**
 - (i) The Supplier agrees and understands that terms and conditions of the Agreement may be modified / amended by the NCCF in accordance with any directions/ order of any court of law, Government Authority, in compliance with applicable law and such amendment shall be binding on the Supplier.
 - (ii) The NCCF further reserves the right to correct, modify, amend or change all the Schedules attached to this agreement and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this agreement, if any executed between the parties.
- h) **Notice:** Any notices required or permitted herein under shall be given to the appropriate party at the address specified herein or as such other address as the party shall specify in writing. Such notice shall be deemed to be delivered: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by mail or registered mail, postage etc., 7 days after the date of mailing.
- i) **Entire Agreement:** This agreement together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This agreement supersedes all prior understanding, agreements and documentation relating to such subject matter. No supplement, modification or amendment of this agreement shall be

binding unless executed in writing by both parties in this agreement. In the event of conflict of provision of the main body of the agreement and attached annexure , specification or other materials , this agreement shall take precedence

- j) **Place of execution of agreement:** The execution of this agreement will be completed only after its execution by NCCF through its authorized signatory at the registered office at New Delhi, after the copies duly executed by Supplier is received by NCCF. Hence, this agreement shall be deemed to have been executed at New Delhi even if the supplier has prior hereto executed this agreement any place (s) other than New Delhi.
- k) This Agreement shall be executed in duplicate with one original each being retained by parties hereto.

(xvi) **PREVENTION OF FRAUD AND CORRUPTION**

- 1) This Supplier shall be bound to take all measurements necessary to prevent Fraud and Corruption while dealing with NCCF. Suppliers agree and undertake to observe the principles / provisions as laid down in “Fraud Prevention Policy” of NCCF during their participation in the tender process. During the execution of contract and any other transaction with NCCF.
- 2) The Supplier shall not, directly or through any other person or firm, offer promise or give or otherwise allow any of NCCF’ 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.
- 3) The Supplier shall not enter with another 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.
- 4) The Supplier shall not commit or allow any employees of NCCF to commit any offense under the relevant provisions of IPC/Prevention of Corruption, Act; further the Supplier will not use improperly or allow any employee(s) of NCCF, for purpose of completion or personal gain, or pass onto others, any information or document provided by NCCF as per of the business relationship, including information contained or transmitted electronically.
- 5) The Supplier shall not instigate a third person to commit offenses / activities outlined in Fraud Prevention Policy or be an accessory to such offenses.
- 6) The Supplier if in possession of any information regarding fraud / suspected fraud, hereby agree and undertake to inform NCCF of the same without any delay.

(xvii) **Applicable Law, Jurisdiction and Dispute Resolution:**

- a) This Agreement shall be constituted and the legal relationship 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 agreement and parties to this agreement 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.
- b) All or any disputes arising out or touching upon or in relation to the terms of this agreement 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 amendment/modifications thereof for the time being in force r/w relevant provisions of Multi State Co-operative Societies Act of 2002. The sole arbitrator shall be appointed by MD, NCCF. The venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.
- c) Nothing contained in this clause shall prevent the NCCF from seeking interim injunctive relief against the Supplier in the court having jurisdiction over the parties.

(xviii) **Termination:**

NCCF has the right to terminate the contract by giving one month notice without assigning any reason.

IN witness whereof, we the parties hereto have set and subscribed their respective hand and seal on this Agreement on the way, month, year first as mentioned in the presence of the following witness as the intention is to carry the obligation under the agreement.

For and on behalf of NCCF
Witness:

- 1.
- 2.

For and on behalf of Supplier

- 1.
- 2.