

TOI DT.23.09.2022



**NATIONAL COOPERATIVE CONSUMER'S FEDERATION
OF INDIA LIMITED (NCCF)**

**3, Siri Institutional Area, NCUI Complex,
August Kranti Marg, Hauz Khas, New Delhi-110016**

TENDER NOTICE

NCCF invites bids for procurement of imported TUR Whole for PSF buffer for the Department of Consumer Affairs, Govt. of India, from importers. Detailed tender notice, specifications etc may be seen at NCCF official website i.e. www.nccf-india.com/tenders.php from 23/9/2022. the last date for submission of tender is 27/9/2022 at 13:00 hours.

**Sd./
General Manager (Commercial),
NCCF, New Delhi**



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

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

**COMMERCIAL DIVISION
TENDER DOCUMENTS FOR IMPORTED PULSES**

TENDER No:- NCCF/HO/DOCA/PULSES/TUR/2022-23/001
DATED: 23rd SEPTEMBER, 2022

**NCCF INVITES TENDER FROM ELIGIBLE IMPORTERS FOR
SUPPLY OF IMPORTED TUR WHOLE (PIGEON PEA) FOR
DELIVERY AT NEARBY DESIGNATED GODOWN AT
CHENNAI (TAMILNADU), NHAVA SHEVA
(MAHARASHTRA), KANDLA & MUNDRA (GUJARAT)**

Name of work: Purchase of Imported Tur Whole (Pigeon Pea)
Tender Documents: Enclosed & Attached.
EMD: Rs. 40 Lakh per 2500 MT bid Quantity. (Rs
40/80/120/160 Lakhs for upto 2500/2500+ to
5000/5000+ to 7500/7500+ to 10000 MT bid
quantity respectively)

Last Date & Time of Tender Submission: 27.09.2022 (13:00 Hrs).
Date & Time of Tender Opening: 27.09.2022 (14:00 Hrs).
Mode of Tender Submission: Through Email / Online.
Tender cost: Rs. 5000/ + GST

GENERAL MANAGER (COMMERCIAL)

1. **Invitation for Bids**

NCCF invites bids for procurement of imported TUR Whole (Pigeon Pea) (Non-GMO) for PSF buffer for the Department of Consumer Affairs, Govt. of India, from importers at any or all the identified locations.

The committee, as decided by the Department of Consumer Affairs (DoCA), Govt of India, reserves the right to accept or reject any or all bids without assigning any reason. NCCF reserves the right to delete / modify / add any clause to this tender documents without assigning any reason with prospective effect.

2. **Quantity, Quality specifications & Delivery location:**

Commodity	IMPORTED TUR WHOLE (PIGEON PEA)						
Tender Quantity	10,000 MT						
Minimum bid quantity	2500 MT (±) 05%						
Quality Specification	The offered stock should confirm to FSSAI specifications and above with moisture content of 12% or less and non-GMO & of FAQ. (Self-declaration of bidder for non-GMO to be attached)						
Crop Year	Current Year Crop, 2022.						
Country of Origin	Any overseas origin.						
Delivery Period	30 days after acceptance of tender.						
Delivery Locations	Delivery at nearby designated Godown of CWC / SWC, WRA etc. at Chennai (TamilNadu), Kandla & Mundra (Gujarat) and Nhava Sheva (Maharashtra). (Distance of Godown from Port): <table border="1"><tr><td>Chennai</td><td>40km</td></tr><tr><td>Nhava Sheva</td><td>45km</td></tr><tr><td>Kandla & Mundra</td><td>10km</td></tr></table>	Chennai	40km	Nhava Sheva	45km	Kandla & Mundra	10km
Chennai	40km						
Nhava Sheva	45km						
Kandla & Mundra	10km						

3. **Price:**

Prices to be quoted for supply in Indian Rupees (INR) per MT at the offered Indian port separately for each destination. (The offered Prices should cover all expenses up to designated nearby Godown after getting necessary clearance form Customs, PPQ and other relevant authorities, payment of custom duty and other duties, Taxes etc. before delivering imported cargo to NCCF).

4. Packing

50 kg nett good quality PP bags preferably of 130 GRAM, capable of withstanding multiple handling and suitable for packing with clear marking of name of the commodity, crop year, country of origin, nett and gross weight and Identification mark of the supplier. The stock packed in unsound or torn bags will be liable for rejection.

5. Country of Origin

Any origin allowed for import in India. However, the offer should clearly indicate the country of origin of the stock being offered & stock should be fit for human consumption.

6. Delivery Period

The offered stock should be delivered at the offered destination on the terms as stipulated in this tender document not later than 15 days after acceptance of offer. **Unloading and other labour charges at designated godown will be borne by Importer.** The delivery of stock beyond this 15 days will not be accepted and balance undelivered quantity will be treated as default. The letter of acceptance issued by NCCF shall be treated as Contract agreement till formal agreement is signed.

7. Earnest Money Deposit (EMD) and Tender Cost.

The interested bidders shall deposit Rs 40.0 Lakh per 2500 MT bid Quantity. (Rs 40/80/120/160 Lakhs for 2500/2500+ to 5000/5000+ to 7500/7500, 10000 MT bid quantity respectively as EMD and Rs 5000/- plus GST Charges as non refundable Tender Documents cost prior to or at the time of submission of their offer in the form of RTGS/NEFT in the following account.

<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 Kranti Marg, New Delhi-110016
<u>IFS CODE</u>	SBIN0007407

The EMD of the successful bidders (s) shall be forfeited in case they do not submit the performance guarantee in time to the satisfaction of the NCCF. The EMD of the unsuccessful bidders will be returned within seven (07) bank working days without any interest.

8. Performance Guarantee

- (i) All the successful bidder(s) will be required to deposit an amount equal to 5% of the value of the awarded quantity, within 3 working days from the date of the confirmation of the bid. The received EMD will be adjusted towards performance guarantee. The payment of EMD/ performance guarantee may be made as RTGS/NEFT in the following bank account of **NCCF:-**

<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. Complex NCUI, 3 Siri Institutional Area, August Kranti Marg, New Delhi-110016
<u>IFS CODE</u>	SBIN0007407

- (ii) In case of non-furnishing of the performance guarantee on time, the EMD will be forfeited without notice to the bidder.
- (iii) Performance guarantee of successful bidder(s) shall be refunded by NCCF within seven (07) bank working days after the successful supply of the contracted quantity to the satisfaction of the NCCF. These deposits will not be interest bearing. Any default in 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 on the basis of estimated rate irrespective of the delivery location. Agencies shall provide the estimated port clearance charges (including taxes, if any) and transportation cost of imported stock from port to warehouse separately along with supporting documents which has been included in the offer.

10. Inspection of Goods

- a) Inspection will be done by NCCF appointed surveyor at the designated godown.
- b) Imported Pulses should be delivered in sealed containers from warehouses in designated ports to designated godown which will be opened under the presence of NCCF Officials.
- c) If the delivered stocks get rejected at the delivery point, Supplier to replace the quantity equivalent to the rejected stock quantity within 7 calendar days. If the supplier fails to replace the stock within 7 calendar days, EMD shall be forfeited and NCCF shall purchase the undelivered quantity at the sole risk of the supplier. After recovery of losses, balance amount if any of performance guarantee / security deposit shall 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 analysed for quality assessment on weighted average basis. Generally, sample will be drawn from 10% of the lot. However, NCCF may increase the percentage sampling as per requirement and discretion. The analysed report of each lot of 200 MT will be considered for finalisation/ acceptance of stock.
- e) Please also note that stock from any location other than warehouses of designated ports will not be accepted.

11. Payment Terms

The payment will be made within ten (10) working days after submission of the invoice along with delivery proof supporting documents subject to confirmation of quality by NCCF appointed quality surveyor and adjustment / recoveries, if any at the designated warehouse. (Subject to receipt from DoCA).

12. Interpretation of the clauses in this tender documents

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

13. Other Terms & Conditions

- (i) Bids shall be sent through e-mail only at Email ID- business@nccf-india.com mentioning subject as **“BID FOR TENDER NO.NCCF/HO/DOCA/PULSES/TUR/2022-23/001 DATED: 23.09.2022.**
- (ii) Bids marked to other emails and/ or copy to any other email shall be liable for rejection.
- (iii) Violations in any terms & conditions of this tender document are not allowed.
- (iv) NCCF shall reserve the right to accept or reject any or all bids without assigning any reason. NCCF reserves the right to delete /modify/ add any clause to this tender document without assigning any reason.
- (v) Bids shall be opened on the due date & time in presence of representatives of the bidders, if any. NCCF may award orders to more than one bidder at the lowest valid rates received.
- (vi) Bidder are also required to submit one copy of this tender document /notice duly stamped & signed on each page by the Authorized Signatory along with their financial bid and EMD as a token of acceptance of terms & conditions of this tender recourse within 24 hours of Tender opening at NCCF Head office.
- (vii) Financial Bid shall be stamped and signed properly mentioning name, designation and contact details of signing authority.
- (viii) Successful Bidder shall not assign or sublet the supply of Tendered Item under this agreement or any part thereof to any other supplier or Importer.
- (ix) Bidders are required to quote a rate for minimum quantity of 2500 MT (+/-)5% per location and in multiples of 500 MT thereon. The contracted quantity can be supplied in the multiples of 500 MT per location beyond minimum quantity within the delivery period. Bids received for quantity less than minimum quantity shall be summarily rejected.
- (x) Bidder shall indemnify NCCF in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them.
- (xi) The bid document shall be governed and construed in accordance with the Indian Laws.
- (xii) The offered stock should comply with all the import clearance requirements of the Government of India. **Only the stock imported and cleared form Indian customs/PPO/Other relevant authorities duly supported with the self-certified photocopy of any import documents, Customs Clearance etc. will be accepted by the NCCF under this contract. Copies of such documents to be enclosed with Technical bid.**

14. Documents required to be uploaded with Bid/Quote

- (i) Bids in the prescribed format at “A” on the letterhead of the company /firm duly stamped and signed by the Authorized Signatory.
- (ii) Copy of these tender documents duly stamped and signed at each page by the Authorized Signatory.
- (iii) Proof of payment of EMD amount and tender Documents cost.
- (iv) In case of partnership / non proprietary firm, self-attested copy power of attorney for signing authority to be enclosed.
- (v) Bill of Lading & Bill of Entry.
- (vi) Inspection report of quality analysis.
- (vii) IEC Certificate.
- (viii) Proof of availability of material at designated port on the day on Tender submission.

15. Procedure of the electronic submission of Bids:-

- (i) Wherever Email id of bidders is mentioned it means the official email id of the company/ authorized person. Required documents must be sent only through email at email ID - business@nccf-india.com their registered email ID. Bids marked to other emails and /or copy of any other email shall be liable for rejection.
- (ii) To ensure security of the bid proposal, Bidder shall compress their files using winrar (exe file attached) and format the extension to rar file for uniformity with an assigned Bidder Password. **Two separate files named as Technical Bid & Financial Bid to be submitted with separate password for each.**
- (iii) Password will be provided by the Bidder to NCCF’s officials only during the actual opening of the Bids through in person or telephone call or by whatsapp message at Mobile no. 9415190616 between 13:00 and 14:00 hours IST on the last day of tender submission.
- (iv) In case no valid bid is received (in terms of valid Technical and lowest rates both) for complete Tendered quantity, NCCF shall have the option of giving counter offer to other than L1 bidders to accept L1 rates and supply the balance quantity subject to fulfillment of Technical Eligibility. Confirmation of Acceptance of L1 rates by other than L1 bidder shall be sent by email to NCCF within one hour of receipt of email from NCCF on the day of Tender opening.

16. Validity of Bid

The bid shall remain valid up to three (03) working days from the time & date of bid opening.

17. Last date &time for receipt of Financial bid by NCCF:-

- i. Technical and Financial bids must be received by NCCF from the interested bidders through email ID business@nccf-india.com at by **13:00 hours IST** on dated **27.09.2022**.
- ii. Email received after the last date & time shall not be considered. Time of receipt in email of NCCF will only be considered for this purpose.
- iii. NCCF shall not be liable for any reason of delay in receipt of email from the prospective bidders(s).

18. Opening date & time of Bids:-

Received bids will be opened at **14:00 hours (IST)** on the last day of tender submission by a committee of officers of NCCF in the presence of representatives of the bidder, if any, at NCCF Head Office, New Delhi. Financial bids of only technically eligible bidders will be opened.

19. Resolution of Dispute

NCCF and the successful bidder shall make every effort to resolve mutually by direct informal discussion and negotiations, any disagreement or dispute arising between them under or in connection with this contract. After thirty days from the commencement of such informal discussions and negotiations, NCCF and the successful bidder are unable to resolve the disputes mutually; such disputes will be adjudicated and resolved in a Court of law in Delhi. This Contract shall be governed by the Laws of India for the time being in force. The dispute mechanism shall be as per Arbitration Conciliation Act of 1996 and venue & seat of arbitration shall be New Delhi.

20. 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 date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative or 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.
- (ii) 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.
- (iii) The party which is unable to fulfill its obligations under the present contract must within 07 days of occurrence of any of the causes mentioned in this clause 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 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.

21. 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 documents is mutatis mutandis applies to this and in the event, the agency (s) 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 (s) in accordance with the policy in force.

FINANCIAL BID

Annexure -A

(On the Letter head of Company)

Date:-

To ,

**The General Manager (Commercial),
National Cooperative Consumers' Federation (NCCF) of India Ltd.,
NCUI Complex, August Kranti Marg, Hauz Khas,
New Delhi – 110016**

Dear Sir,

This has reference to your tender no dated.....
for supply of Tur Whole (Imported)for delivery at designated godown after getting it cleared from
Customs /PPQ/Other Relevant Authorities by providing supporting documents of imports as mentioned
in bid.

We hereby bid our rates for supply of Imported Tur Whole as per details given below:-

Item	Country of Origin & Variety	Delivery Location	Quantity (MT)	ValuePMT (INR)	Total Value (INR)
TUR WHOLE (Imported)					

INR (In words and figures).

Please quote country-wise & variety-wise rates separately in the column above.

Transportation Charge (Port to Godown)	Port clearance charges	Taxes, if any.	Total Charges

Above rates are inclusive of all expenses upto the receipt point of NCCF i.e. Designated Godown near by Indian Ports .Transportation charges from port to warehouse shall be mentioned separately which have been included in the offer.

Above charges are also inclusive of all duties, tax and levies.

We are enclosing copies of IEC number and..... documents in prove that the offered stock was imported by our company.

Place of Issue:

(Name & Signature of the Authorized Signatory)

Designation

Mobile No:

Email ID:-

(Agreement to be executed between NCCF and Successful Bidder)

MEMORANDUM OF AGREEMENT

For supply of, 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,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:

A.) 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.

B.) NCCF has invited bids for supply of Imported Tur Whole Non-GMO, Origin/Crop not older than one year () 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. For the purpose, invited financial bids vide tender reference tender **no. NCCF/HO/DOCA/PULSES/TUR/2022-23/ 001 & DATED: 23.09.2022.**

C.) 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:

1. Quantity, quality specifications & Delivery location:-

Commodity	IMPORTED TUR WHOLE (PIGEON PEA)	
Tender Quantity	10,000 MT	
Minimum bid quantity	2500 MT (±) 05%	
Quality Specification	The offered stock should confirm to FSSAI specifications and above with moisture content of 12% or less and non-GMO & of FAQ. (Self-declaration of bidder for non-GMO to be attached)	
Crop Year	Current Year Crop, 2022.	
Country of Origin	Any overseas origin.	
Delivery Period	30 days after acceptance of tender.	
Delivery Locations	Delivery at nearby designated Godown of CWC / SWC, WRA etc. at Chennai (TamilNadu), Kandla & Mundra (Gujarat) and Nhava Sheva (Maharashtra). (Distance of Godown from Port):	
	Chennai	40km
	Nhava Sheva	45km
	Kandla & Mundra	10km

2. Price

Prices to be quoted for supply in Indian Rupees (INR) per MT at the offered Indian port separately for each destination. The offered Prices should cover all expenses up to designated nearby Godown after getting necessary clearance form Customs, PPQ and other relevant authorities, payment of custom duty and other duties, before delivering imported cargo to NCCF and must be quoted separately.

3. Packing

50 kg nett good quality PP bags preferably of 130 GRAM, capable of withstanding multiple handling and suitable for packing with clear marking of name of the commodity, crop year, country of origin, nett and gross weight and Identification mark of the supplier. The stock packed in unsound or torn bags will be liable for rejection.

4. Country of Origin

Any origin allowed for import in India. However, the offer should clearly indicate the country of origin of the stock being offered & stock should be fit for human consumption.

5. Delivery period

The offered stock should be delivered at the offered destination on the terms as stipulated in the tender document not later than 15 days after acceptance / signing of MoU. Stock offered for delivery beyond this date will not be accepted. **Unloading and other labour charges at designated godown will be borne by Importer.**

6. Payment Terms

The payment will be made within ten (10) working days after receipt of the payment from DoCA / Procuring Department after submission of the invoice along with supporting documents subject to confirmation of quality by NCCF appointed quality surveyor and adjustment / recoveries, if any. (Subject to receipt of DoCA).

7. Inspection of goods

1. Inspection will be done by NCCF appointed surveyor at the designated godown.
2. Imported Pulses should be delivered in sealed containers from port to designated godown which will be opened under the presence of NCCF Officials.
3. If the delivered stocks get rejected at the delivery point, Supplier to replace the quantity equivalent to the rejected stock quantity within 7 calendar days. If the supplier fails to replace the stock within 7 calendar days, EMD shall be forfeited and NCCF shall purchase the undelivered quantity at the sole risk of the supplier. After recovery of losses, balance amount if any of performance guarantee / security deposit shall be returned to the Supplier.
4. 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 sampling lot size will be 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 analysed for quality assessment on weighted average basis. Generally, sample will be drawn from 10% of the lot. However, NCCF may increase the percentage sampling as per requirement and discretion. The analysed report of each lot of 200 MT will be considered for finalisation/ acceptance of stock.
5. Please also note that stock from any location other than discharge port will not be accepted.

8. 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.

9. Indemnification

The Supplier shall indemnify NCCF 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.

10. Force Majeure

- a) If at any time during the existence of this Agreement either party is unable to perform in whole or in part any obligations under this Agreement 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 , than the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative . Any waiver /extension of time I respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extensionof time in respect of the remaining deliveries.
- b) If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the Agreement I in which case neither party shall have the right to claim eventual damages.
- c) The party which is unable to fulfill its obligations under the present contract must within 07 days of occurrence of any of the causes mentioned in this clauses shall inform GM/C/HO/NCCF.

11. Non –Performance & Cancellation of Contract

- (i) In the event of non-supplying /low quality supply of Tur Whole (Imported) wholly or partly under the agreement the Supplier shall be held responsible for any consequential loss caused to NCCF and shall be recovered from the Supplier over by forfeiture of performance guarantee. If the losses are beyond performance Guarantee then it will be recovered from party.
- (ii) If the Supplier fails to deliver the entire consignment to 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.

12. Damages, Penalties and risk Purchase

- (i) 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 the damages without any recourse. The quantum of such damages will be determined at the sole discretion of NCCF.
- (ii) 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.
- (iii) NCCF shall exercise the option of risk purchase for quantities undelivered beyond tolerance of (-)50% of the confirmed quantity, as the market situation may warrant. For example, Incase total contract quantity is 100 MT. if any supplies fails to deliver upto 50 MT of the contracted quantity, no penalties will be charged. But incase undelivered quantity is more than 50 MT then risk purchase will be exercised on total undelivered quantity along with forfeiture of Performance guarantee.

13. Effectiveness

This contract agreement shall come into force with immediate effect from the date of signing by the Supplier and NCCF and shall remain valid until the successful receipt of item tendered at destination up to satisfaction of NCCF.

14. Other conditions

The offered stock should comply with all the import clearance requirements of the Government of India. **Only the stock imported and cleared form 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.**

15. 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, forbearance

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 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.
- 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.

16. 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.

17. Applicable Law, Jurisdiction and Dispute Resolution:

- a) This Agreement shall be constituted 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 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 obligation 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.

18. 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

For and on behalf of Supplier

Witness:

1.

1.

2.

2.