



NATIONAL COOPERATIVE CONSUMERS'
FEDERATION OF INDIA LIMITED
(Ministry Of Consumer Affairs)

3rd Floor , Hasubhai Chamber , Near Town Hall , Elish
Bridge Ahmedabad-380006

Email: nccfahd@yahoo.com.in Website: www.nccf-india.com

SHORT TENDER NOTICE

**FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRASPORT OF ONION
FROM CENTRES FROM RAJKOT, BHAVNAGAR, PORBANDAR, GONDAL, UPLETA
AND OTHER CENTRES TO DESIGNATED LOCATION IN INDIA**

Sealed tenders are invited from reputed Transporters having sufficient no. of Trucks and experience in transport of perishable commodities for transportation of packed Onion from **RAJKOT, BHAVNAGAR, PORBANDAR, GONDAL, UPLETA AND OTHER CENTRES TO VARIOUS DESTINATIONS IN INDIA INCLUDING:**

1. DELHI
2. PATNA
3. RANCHI
4. JAMMU
5. CHANDIGARH
6. KOLKATA
7. GUWAHATI
8. SIKKIM
9. HYDERABAD
10. BENGALURU
11. NOIDA
12. KANPUR

Interested parties can obtain tender documents from the Branch office of NCCF at Ahmedabad Branch Office during working hours upto 20-12-2023 till 12.00 Noon on payment of Rs.500/- + GST(non-refundable). Tender documents can also be downloaded from NCCF website: www.nccf-india.com. The downloaded tender documents must be accompanied with tender fee of Rs.500/-+ GST i.e. Rs. 590/-payable through demand draft of a nationalized/reputed bank in favour of NCCF at the time of submission. Sealed tender documents complete in all respect shall be duly submitted/dropped in the tender box on or before 20-12-2023 upto 12-00 PM kept at **3rd Floor , Hasubhai Chamber , Near Town Hall , Elish Bridge Ahmedabad-380006, Contact Number: 079- 26 57 67 03** Tender will be opened at 03-00 PM on 20-12-2023. Tender forms submitted incomplete in any respect, without tender fee (for tenders downloaded) shall be summarily rejected. Further NCCF reserves the right to accept or reject any or all tenders without assigning any reason thereof. Selected bidder shall have to submit a security deposit of 1,00,000 (One Lakh) interest free with NCCF which shall be returned after closure of the operation regarding this tender within 24 hours of the tender allotment communication. (**Account Details: A/C No. 1034813465 ; Central Bank of India; IFSC – CBIN0280553**)

TERMS AND CONDITIONS FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF PACKED VARIOUS DESTINATIONS AS GIVEN IN THE TENDER DOCUMENT.

(TO BE SUBMITTED ON LETTER HEAD)

Date: - _____

From: _____

To,

Branch Manager
National Cooperative Consumers'
Federation of India Limited
**3rd Floor , Hasubhai Chamber ,
Near Town Hall , Elish Bridge
Ahmedabad-380006**

SUB : TENDER FOR APPOINTMENT OF TRANSPORT CONTRACTOR

Dear Sir,

Please refer to your advertisement published in_dated__on NCCF website inviting tenders for transportation of Onion from **RAJKOT, BHAVNAGAR, PORBANDAR, GONDAL, UPLETA AND OTHER CENTRES TO VARIOUS DESTINATIONS IN INDIA INCLUDING:**

- 1. DELHI**
- 2. PATNA**
- 3. RANCHI**
- 4. JAMMU**
- 5. CHANDIGARH**
- 6. KOLKATA**
- 7. GUWAHATI**
- 8. SIKKIM**
- 9. HYDERABAD**
- 10. BENGALURU**
- 11. NOIDA**
- 12. KANPUR**

We are pleased to quote our rates as under:-

SN	Particulars	Information
1.	Name of Transport company and date of establishment	
2.	Registered and correspondence address with Telephone no. / Fax no. /email / website	
3.	Type of Company (Pvt. Ltd/ Public Ltd/ Partnership Firm) Attach documentary evidence.	
4.	Name of Chief Executive	
5.	PAN No. (Attach Copy)	
6.	GST No. (Attach Copy)	
7.	No. of Trucks in the fleet	
8	Valid Registration numbers of the trucks (Attach List along-with copy of registrations)	
9.	Financial status of the Co; (Attach Net Worth certificate from CA)	
10.	Name & Address of Banker	

11.	Authority Letter with Name & Designation with attested specimen signature of the authorized signatory	
12.	Contact Person with Designation, mobile and landline number, e-mail ID, fax no. and Website	
13.	Past experience in Transportation	
14.	Details of payment of tender form Fee.	
15.	Details of payment	
16.	Last 3 years' audited balance sheet (attach copies)	
17.	Any other relevant information	

Rates to be offered per quintal for transportation of onions from the pick up location as per the list enclosed at. The rates of all locations to be submitted. In case any tender received for partial locations will not be accepted.

It may be noted that the rates are solicited for pick and drop from the origin to the concerned destinations mentioned above with 100 KMs periphery. Any delivery above the threshold of 100 KMS will be paid on per KMs average rate of the tender rate to the concerned destination for the shortest route.

In case any pickup location is left in the tender, the rate of dispatch will be calculated as per the delivery mechanism as mentioned above.

No claim of any activity will be accepted by NCCF apart from the rates quoted by the concerned transporter.

We have gone through the terms and conditions of the tender document and we hereby accept the same.

We are enclosing herewith Rs. _____ towards security deposit money deposit vide DD

No. _____ dated _____ drawn on _____ in favour of NCCF payable a

_____ along with signed copy terms & conditions.

Thanking you,

Yours faithfully

(Authorized Signatory)
(Name & complete address of the
(Tenderer along with seal)

NOTICE OF DISCLAIMER

- (i) The information contained in this Bid documents or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Cooperative Consumers' Federation Of India Limited (NCCF) or any of its employees or officers (referred to as "NCCF Representative") is provided on the terms and conditions set out in this bid document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this bid and no part of any subsequent correspondence by NCCF, or NCCF 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.
- (iii) The bid document has been prepared solely to assist prospective bidders in making their decision for bidding. NCCF does not purport this information to be all-inclusive or to contain all the information that a prospective bidder may need to consider in order to submit a bid. The data and any other information wherever provided in this bid documents is only indicative and neither NCCF, nor NCCF Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a bidder, 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 bid documents.
- (iv) Neither NCCF nor NCCF representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this bid document. Interested bidder(s) is advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the supply. Bidders have to undertake their own studies and provide their bids.
- (v) This Bid 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 supply in relation to which it is being issued.
- (vi) The information and statements made in this bid document have been made in good faith. Interested bidders should rely on their own judgments in participating in this bidding/e-auction. 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
- (vii) The bid document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NCCF 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 Bid Document.
- (viii) NCCF reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- (ix) All bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NCCF 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 bidder will have no claim whatsoever against neither NCCF nor its employees, officers.

- (x) NCCF reserves the right to modify, suspend, change or supplements this bid at any stage. Any change to this bid documents shall Submitted Physically.
- (xi) Mere submission of a bid does not ensure selection of the bidder as Successful bidders.

INTRODUCTION AND OVERVIEW

1. INTRODUCTION

- (i) NCCF was established on 16th October, 1965 to function as the apex body of consumer cooperatives in the country. It is registered under the Multi-State Co-operative Societies Act, 2002. It operates through a network of 24 Branch Offices located in different parts of the country. NCCF is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS). NCCF is also procuring Pulses & Onion for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
- (ii) NCCF has been designated as Central Nodal Agency for Procurement of Onion during 2023-24 under Price Stabilization Fund (PSF) scheme of Government of India.

2. OVERVIEW

In order to transport Onion procured under PSF, NCCF invites EoI from the eligible bidders for Transportation of Onion procured under PSF 2023.

- (i) Interested and eligible bidder shall require to submit copy of each required documents to NCCF Branch Office at NCCF Onion Complex,
- (ii) After scrutiny of documents, NCCF shall shortlist and the qualified eligible bidders shall be communicated separately for acceptance of their bid.
- (iii) NCCF reserves the right to accept or reject any or all bids without assigning any reason thereof. The issue of this bid document does not in any way commit or otherwise obliges NCCF to proceed with all or any part of bid process.
- (iv) NCCF reserves the right to appoint additional number of Transporter for the purpose at NCCF Branch Office, Ahmedabad



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INDIA AS PROVIDED.**

1. Quotations must be forwarded on party's letter head failing which it is liable to be rejected.
2. Tender complete in all respect along with supporting documents and requisite tender fee (in case where the tender document is downloaded), Security Money must be submitted in the prescribed application form (enclosed herewith). The sealed envelope must be super scribed "TENDER FOR APPOINTMENT OF TRANSPORT CONTRACTOR".
3. Tender received after due date and time will be rejected.
4. No eraser, cuttings, overwriting and correcting fluid in the tender will be accepted.
5. Tender forms submitted incomplete in any respect, without tender fee (for tenders downloaded from website) shall be summarily rejected. Further, NCCF reserves the right to accept or reject any or all tenders without assigning any reason thereof.
6. The rates/charges quoted should be Per Qtl. inclusive of all taxes, levies, octroi etc. from the point of loading including loading charges up to point of unloading including unloading charges, Service tax, if applicable, and should be mentioned clearly in the bid.
7. The offers must have a validity of 6 months from the date of submission of tender.
8. NCCF reserves the right to accept or reject any or all the quotations without assigning any reason thereof.
9. Successful tenderer shall enter into an agreement with NCCF as enclosed format annexed with tender document and will provide a Bank Guarantee of (B) before entering into an agreement with NCCF on non judicial stamp paper of Rs.500/- for implementation of the contract within 2 days of acceptance of tender.

It should be understood by the transporter that the NCCF's goods i.e. Onion is of such nature that the same can be damaged due to mishandling and delay in transit shall not be acceptable and shall amount to breach of Tender condition. After having understood the same the transporter shall be responsible for delivering the goods without deterioration in quality for any reasons whatsoever and to make good any loss that NCCF may suffer on this account. NCCF's losses are deductible from the bills of the transporter and or from the amount of security deposit and while doing so transportation charges will also be proportionately disallowed for such of the quantities reported short/damaged. In the event of NCCF's loss exceeding the amount of the security, bank guarantee and the bills which may be payable to the transporter the later shall pay the amount on demand from NCCF without any dispute.

10. Security deposit or such part thereof for successful tenderer as has not been forfeited or adjusted will be refunded without interest to the transporter only on the expiry of the contract and on satisfactory completion of the work under agreement and on production of no due/no demand certificate from consignee relevant to the contract period and after deducting the outstanding dues, if any, against the transporter on account of shortage damage delayed lifting/delivery etc. NCCF reserves the right to revoke the Bank Guarantee in the event of failure of transporter to produce acknowledgement copy of the lorry receipt of consignment note from the consignees or execute the transportation job to the NCCF's satisfaction.
11. During the currency of the agreement, no escalation in quoted transportation charges will be allowed, except for GST if applicable.
12. The address given by the Transporter in the tender documents shall be considered to be the proper and complete business address of the transporter and any correspondence sent to such address will be deemed to have been delivered to the transporter.
13. The finalized rates of transportation along with terms and conditions of the tender document will form part of the agreement to be executed between NCCF and successful tenderer.
14. Each page of the tender document must be signed by the authorized signatory of the bidder in token of acceptance of the terms and conditions of the tender document.
15. The Transporter should have tracking facility of the vehicles. The transport agency has to share the tracking report of the vehicles on daily basis.
16. The dispatches will be done through online portal. All the entries pertaining to shipment, vehicles receiving and tracking etc has to be done by the transport agency on the portal on real time basis.
17. The tenderer should clearly indicate following with supporting documents.
 - a) Number of years of experience of transporter (minimum 3 years in transportation.)
 - b) Number of own trucks in the fleet (minimum 30 trucks of 25 MT and above)
 - c) Transporter should have Minimum average annual turnover of Rs. 20 Crore.
 - d) Transporter should have sufficient working capital for movement of Onion, Also Furnish the Proof from the Bank.
 - e) Transporter should have statutory licenses with regard to EPF & ESIC, the same to be submitted along with tender documents.
18. The Total Freight per Qtl. quoted by the applicant should include following:

Freight	Loading Charges at dispatch point	Unloading charges at destination point	Marine Insurance	Weigh Bridge Charges	Any other charges between loading point to unloading point	Total

The above rate should include dala, mamul and other charges; as may be at destination mandi. No expenses will be paid by receiving branch or its selling agent.

OTHER TERMS & CONDITIONS

19. Transporter must be able to provide requisite number of trucks for dispatch of packed onion from designated NCCF Procurement Centres to various destinations as given in the tender document within 24 hrs of requisition by NCCF. While sending the truck to consignor, transporter will send confirmation slip mentioning the particulars of Truck & Driver for respective trucks. In case of failure by the transporter to provide requisite number of trucks, NCCF will hire trucks from open market at the market rate and the transporter shall have to bear the difference in market rate and contractual rate.
20. The transporter will not load / transport any goods of any party other than NCCF's stock of onion in the same truck.
21. Once the onion stock is delivered to the driver and Delivery challan is issued, it will be the responsibility of the transporter to transport the stock to given destination within 4 days from the day of dispatch and deliver the same in good condition. In case of Far east destinations or distant locations like Guwahati etc the transit time can be 6-7 days, depending upon the distance. In case of delay in delivery of Onion stock at destination without any valid justification, NCCF will charge penalty @ **10 %** of freight amount per day. The justification will be deemed to be valid only if NCCF is informed of delay within 24 hours of such delay.
22. Transit loss to the extent of 0.5 % of the quantity at the time of dispatch will be allowed. Value for transit loss exceeding 0.5% will be recovered from the transporter on actual cost basis, at the time of releasing freight payment.
23. NCCF shall not be held responsible for hike in the cost of diesel, petrol, tyres, tax octroi etc., by Government of India / State Government etc. during the agreement period. In such cases the transporter is liable to carry out the work as per the rates approved by NCCF. Hence, once the tender is submitted the same will be treated as final and no alterations shall be accepted.
24. If the consignment is delivered short of the destination or at some other destination, less otherwise permitted by NCCF in writing NCCF will not pay the freight charges to the transporter
25. The payment would be made to the contractor after the delivery of the goods (Onion) at the destination and after submitting the bill along with the acknowledgement / receipts of the goods (Onion quantity to be mentioned) at the concerned destination in sound condition and within the permissible transit shortage. The bills shall be submitted to NCCF Ahmedabad (subject to TDS and other statutory deductions as applicable) will be released by NCCF within 30 days of receipt of bills. The TDS certificate would be issued at the end of the financial year by the NCCF.
26. Payment will be made by account payee cheque or through RTGS in favour of the transporter by the NCCF Nasik on the basis of the actual gross weight of the onion stated in the delivery challan and weighment slip at the time of loading on production of the certificate of receipt of the goods from the consignee. The cost on account of shortage in the consignment, penalty for the late delivery of the consignment and value of damages to the consignment and value of transit loss above the permissible limit will be deducted by NCCF before making payment to the transporter.

27. The transporter shall ensure that (a) Hooks are not used for handling the bags (b) the trucks are covered with double tarpaulins which are perfectly water proof, leak proof and in sound conditions to avoid damage by rain etc. (c) the consignment is never exposed or kept open and (d) the entire transportation is made only by road and not by any other mode of transportation.
28. In the event of losses & damages of onion in transit from the point of its loading till it is safely delivered at given destination, the transporter shall be responsible for all the losses and damages and cost of same will be recovered from transporter from the amount of bill, and Bank Guarantee. Transit Insurance Policy for onion stock value to be taken by Transporter as per the rate communicated by NCCF from time to time. It shall be incumbent upon the transporter to make the transit of the goods in compliance to the transit insurance policy taken by them and any violation of the policy terms and rejection of the claim, if any by the insurance company in the event claim is made by Transporter against the Transit Insurance Policy, the transporter shall solely be responsible for any loss occurred to NCCF and will be recovered from the bill and security deposit of the transporter.
29. No transshipment is allowed in between the destinations. For any reason such as breakdown accident etc. if the work is stranded beyond reasonable limits, the transporter should make alternative arrangements for safe transportation of the goods by road within the prescribed delivery time limit. Except the extraordinary justifiable situation such as accident, break down, road blockage etc , no transshipment is allowed i.e. the truck received by the consignee should be the same as that into which the stock was loaded by the consignor as indicated in the Delivery challan /Truck Bilty /consignment note. If and when transshipment is resorted to and the truck No. is changed, the transporter shall justify the same to NCCF's satisfaction. For delay/damage on account of transshipment not accepted by NCCF penalty shall be twice the penalty prescribed for normal delay/damage. Transshipment in event of extra-ordinary justifiable conditions may be covered in the insurance policy.
30. In case of any eventuality like theft/breakdown of truck/accident occurs while in transit, the same should be brought to the notice of NCCF-Ahmedabad or concerned Branch also FIR is to be lodged immediately at the nearest Police Station.

31. This agreement does not confer any right on the transporter to demand that the entire work should necessarily or exclusively be entrusted to him. NCCF reserves the right to appoint one or more transporters and distribute the work among them during the currency of this agreement and no claim for compensation shall be against NCCF on account of such division of work. No transporter can demand division of work but NCCF may empanel/award more than one transporter on L-1 rates so that the movement of Onion is not hampered due to non-availability of trucks.
32. The transporter will be entirely responsible for obtaining the GST – e way bill form etc. (if any) wherever necessary such as for inter-state entry free passage etc, failure to obtain these forms from consignor and the resultant delay will be entirely at the risk of the transporter and NCCF will not be liable to pay any charge on account of detention of trucks for want of any permit/clearance.
33. Transporter shall not withhold the delivery of the consignment for any reason whatsoever and shall be solely responsible for any loss that NCCF may sustain on account of such non delivery. In the event of non delivery of the consignment at the destination the transporter shall bear the entire actual cost of the packed onion stock in full.
34. No endorsement shall be made on the Delivery Challan /Bilty / Consignment note to the effect that the consignment is carried at the owner's risk and it should be on Carrier's risk only.
35. The agreement to which these terms and conditions form a part shall be in force till the job for which the transporter has been engaged is completed to the entire satisfaction of NCCF and this can be extended further on mutual consent in writing.
36. In case the performance of the transporter is not found to be satisfactory during the currency of the agreement, NCCF can prematurely terminate the agreement after giving 10 days notice.
37. Transporter will also submit the copy of PF Deposit Challan in respect of their Driver and Assistants along with the transportation bill. However, in case the Transporter is not covered under PF Rules, he will give an undertaking in this regard.
38. Transporter will ensure the trucks are fully insured to the value of stock, vehicle and Driver and Assistant are fully insured and the responsibility for such personnel's will be fully of the transporter.
39. Loading charges at the origin during dispatch and unloading charges at destination during delivery, if any, shall be borne by the transporter and covered in the quoted rates. The loading and unloading charges to be paid should be clearly mentioned in the quotation.
40. In case any vehicle carrying and illegal / hazardous goods along with the Onion Stock of NCCF, the responsibility of any legal / criminal / and financial loss will be the responsibility of the concerned Transport agency empanelled with NCCF. Any quality deterioration / losses incurred to the stored Onion, the cost of the Onion will be recovered from the Transport Agency.

41. DURATION, APPLICABLE LAW & JURISDICTION

The agreement between NCCF and the transporter shall be valid for a period of Twelve months from the date of execution.

- (a) “This tender document shall be dealt in accordance to the Law of Republic of India and subject to the exclusive jurisdiction of courts at Nasik, in the event any dispute between the parties exclusively pertaining to the tender process arise during the course of this process”.
- b) All or any dispute arising out or touching upon or in relation to the terms of this tender document 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 1966 (as amended up to the date) or any statutory amendments/modifications thereof for the time being in the force. The venue & seat of the arbitration shall be at New Delhi India and language of arbitration shall be English.

42. HOLIDAY LISTING AND INTEGRITY

- (i) NCCF has adopted ethics of highest standard and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. While participating in the tender and performing under a Contract/Order, the Agencies are required to meet certain standard of integrity and adherence to the terms and conditions of the tender/contract. In case Transporter fails to meet the standard benchmark of integrity, it is prudent to put the Transporter on holiday/banning list for specific periods in order to deter the Agencies from committing such defaults.
- (ii) Notwithstanding anything contained in this bid documents, NCCF’s policy for Holiday- Listing of an Agency mutatis mutandis applies to this agreement 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’s 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.

43. Integrity Pact (IP)

Integrity Pact may be an integral part of their in tender document as and when internally finalize in NCCF. Bidders are requested check the NCCF website from time to time for any corrigendum.

44. PREVENTION OF FRAUD AND CORRUPTION

- (i) The Transporter shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NCCF. Transporter 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 in any other transaction with NCCF.

- (ii) The Transporter 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.
- (iii) The Transporter shall not enter with other Transporter 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.
- (iv) The Transporter shall not commit or allow any employees of NCCF to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Transporter will not use improperly or allow any employee(s) of NCCF, for purposes of competition 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.
- (v) The Transporter shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (vi) The Transporter if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NCCF of same without any delay.

45. Force Majeure

46.1 Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.

46.2 Force Majeure shall also include unpredictable, unforeseen catastrophic and natural calamities or acts of God, beyond the control of both the parties and not brought about the instance of the party claiming to be affected by such event or which, if is anticipated or foreseeable could not be avoided or provided for and which has caused the non-performance or delaying performances, such as earthquake, flood, landslide, epidemic

drought, hailstorm, high variation in temperature, fire, war, curfew, riots existing on or after the effective date of this agreement which prevents totally or partly the fulfilment of the obligations of one or both the parties.

- 46.3** Due to any Act or policy of the Government /local authorities or on account of any act of Govt. it becomes impossible to perform or continue with the agreement, the agreement shall automatically come to an end and in that event, the Transport Agency/Company shall not seek any specific performance of the agreement or claim any damages against the NCCF.
- 46.4** It is agreed between the parties that the performance of obligations under this agreement is subject to Force Majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- 46.5** Neither party will be liable neither for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 46.6** During the continuance of the Force Majeure, NCCF reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the NCCF may also suspend the agreement for such period as is considered expedient, the Transport Agency / Company agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- 46.7** The Transport Agency / Company agrees and understands that if the Force Majeure condition continues for a long period, then the NCCF in its own judgment and discretion, may terminate this Agreement and in such case Society agrees that they shall have no right or claim of any nature whatsoever and NCCF shall be released and discharged of all its obligations and liabilities under this Agreement
- 46.8** In the event of any order/decision taken by the State or/and Central Govt. qua stocks proposed to be sold by NCCF and in that eventuality NCCF is prohibited to sell such stocks, NCCF shall have the right and authority to stop selling of the stocks immediately and remove the stock without being responsible for any direct or indirect losses that may be sustained by the Society qua such removal or sale of stocks.
- 46.9** The party invoking Force Majeure shall provide to the other party confirmation of the existence of fact constituting Force Majeure. Such evidence shall consist of statement of certificate of any government department or agency. If such a statement is obtained by the party claiming Force Majeure may, as a substitute therefore, make a notarial statement and online describing in details the fact claimed to constitute Force Majeure or and the reasons, why such a certificate or statement confirming the existence of such facts cannot reasonably be obtained.
- 46.10** It is agreed between the parties that the performance of obligations under this agreement is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.

46.11 Neither party will be liable neither for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

(Authorized Signatory)

(Name & complete address of the
Tenderer along with seal)

