

# 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 FOR PROCESSING, PACKING AND TRANSPORTATION OF CHANA DAL EXCLUSIVELY FOR NORTH EAST STATES.

# **AUCTION SCHEDULE**

| Date       | Auction Time                 | Extension                 | L1 Matching<br>Time       |  |
|------------|------------------------------|---------------------------|---------------------------|--|
| 27-12-2023 | As per the auction<br>notice | As per the auction notice | As per the auction notice |  |

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As mentioned in the Auction Notice.

Mode of Tender Submission: Through e-Auction / Online Bidding on NCDFI eMarket Portal

https://auction.ncdfiemarket.com

For any query, please call to following mobile number:

1. 8756624813

ASSISTANT MANAGER (ENGG.)

# TENDER NOTICE

NCCF invites Tender from the Bidders/ Processors through NCDFI eMarkets Portal for processing/ milling, packing and transportation of Chana Dal in 1 kg consumer packet and 30 kg in bulk packet exclusively for north east states at various locations within the stipulated time period.

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 tender, as mentioned in the tender notice.

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.

| Commodity             | Bharat Dal (Chana Dal, Sortex Quality)  |
|-----------------------|---|
| Tender Quantity       | 27,000 MT   |
| Minimum Bid Quantity  | 1000 MT   |
| Auction Date and Time | As mentioned in the Auction Notice  |
| Bid Validity          | 7 Working Days  |
| EMD                   | Rs. 1200 per MT   |
| Pack size             | 1 Kg in consumer Pack and 30 Kg in Bulk Pack.                                 |
| Delivery location     | Any location in respective north east states.                                 |
| Raw material          | 22R season from any warehouse in the state of Madhya Pradesh and Maharashtra. |

# **TENDER SUMMARY:**

#### NAME OF WORK:

Milling/processing raw chana into chana dal as per FSSAI specifications and packing, transportation for distribution/ sale to consumers.

#### **SCOPE OF WORK:**

- 1. Conversion of raw chana into chana dal after milling/processing, includes transportation, packing, loading, and unloading etc. All the other related and ancillary expenses shall also be taken into consideration for participation.
- 2. Bidding should be done considering cost of milling, handling and transportation charges including GST if applicable. Raw chana to be issued to the bidder at a fixed OTR of 75.35% for milling and packaging of chana dal, NCCF may appoint a sample testing agency for sampling at the respective mill, as and when required. The assigned agency

shall be responsible for drawing samples of milled pulses at milled or delivery point. Any expenses in this regard shall be borne by the concerned bidder.

- 3. The successful bidder will be responsible for lifting of Chana for specified warehouse and transport to mills unit which include handling, transportation, transit insurance, loading, unloading charges including GST if applicable etc.
- 4. Cost of transportation of milled chana dal upto delivery points, taxes, duties and other related expenses are to be considered by the bidder.

#### EARNEST MONEY DEPOSIT:

- 1. All the bidders are required to deposit EMD in the NCDFI's escrow account for participation in the bidding. EMD is Rs. 1200 per MT of contract value. EMD shall be returned for unsuccessful bidders.
- 2. The EMD of the successful bidder shall be returned after successful completion of the finished goods supply and producing the proof of the same to NCCF.
- 3. EMD by the bidder shall carry no interest and shall be returned to the bidder.
- 4. EMD amount shall stand forfeited, if the bidder withdraws its bidding or breach the contract due to non- supply of the BHARAT within the stipulated time.

#### LIFTING OF RAW CHANA:

- 1. The successful bidder has to lift raw material from various specified warehouse locations, the same raw material shall be processed into Chana Dal.
- 2. The successful bidder has to lift raw chana in a time bound manner as per schedule provided by NCCF and any delay caused on part of the bidder shall be the sole responsibility of the bidder and he shall be liable to bear the godown rent for any such delay.
- 3. The Raw stock of chana shall be released against 100% advance amount deposited by the bidder in the form of RTGS/NEFT. Cost of raw material is considered Rs.6000/-per quintal for this purpose.
- 4. This advance amount deposited with NCCF shall be released after successful supply of finished products and producing the proofs of the same.
- 5. The Bidder has to pay transportation, loading/unloading charges, weighment charges, and any other charges as required for lifting of raw chana.
- 6. The bidder shall be allowed to retain the by-products produced as result of milling/up gradation of the un-milled stock of Chana.
- 7. The state wise lifting and supply quantity may increase / decrease depending upon the requirement, subject to the availability of stocks.

| State          | Stock Quantity (In<br>MTs) | Crop Season |  |
|----------------|----------------------------|-------------|--|
| Madhya Pradesh | 5166.77                    | Rabi 2022   |  |
| Maharashtra    | 25,000                     | Rabi 2022   |  |

# **QUALITY PARAMETERS:**

- 1. NABL accredited lab test report along with physical sample of processed Chana Dal to be submitted two days before the supply, to the respective branch offices and head office of the designated delivery locations.
- 2. The successful bidders are expected to supply only good quality pulses, strictly conforming to the prescribed standards and norms of Food Safety and Standards Act, 2006 and any ancillary acts and Rules. The supply only conforming to the standards shall be accepted. The supply of chana dal will be in HDPE (High Density Polythene) bags.
- 3. The NCCF and / or authorized official can visit the milling site at any point of time during process of supply and can also inspect the movement of stock from the allocation / milling point.
- 4. The quality of packed pulses should remain unchanged in respect of size, shape, quality, colour and should be free of fungus and moulds etc. for at least six months. Please refer Annexure for quality parameters.
- 5. NCCF at its discretion may get samples tested for quality parameters from a NABL accredited laboratory, cost of the same shall be borne by the bidder. The Bidder shall be responsible for any consequences for any adulteration in quality parameters of chana dal.
- 6. NCCF has the right to appoint a person for quality assessment of all the finished goods consignments. This person may draw samples from the stock of finished goods from mill point or the delivery godown and get them tested in a laboratory. Any sample found to be not conforming to the quality parameters as specified in annexure attached shall be liable for rejection and the bidder has to replace that consignment in a time bound manner.
- 7. Chana Dal supplied by the bidder must have a shelf life of at least 6 Months from the date of completion of the supply by the bidder. The chana dal must remain fit for human consumption during this period and should not change in quality or taste. If it does not conform to the quality parameters, the bidder shall be liable to replace the stock which has adulteration in its quality parameters at its own cost and shall also be solely responsible to bear all the consequences of any harm, resulting to any consumer from such consumption.

# **PACKING & PRINTING:**

1. Supply of Chana Dal shall be in two type of packing, one kg (Net Weight) is to be packed in 12-micron polyester and 80-micron poly pack and in 30 Kg packs Net Weight of Low-density plastic pack laminated with polyester in HDPE bags as per the

Indian standard of BIS-IS 14887:2006 related specifications. Further 25 packets of 1 Kg packs shall be packed in a master bag. The mono of NCCF and BHARAT CHANA DAL, Chana Whole will be printed on the HDPE bag along with the address, packing month, etc.

- 2. The plastic used for the packaging of item should be of non-toxic material as well as of high quality. Declaration in this regard must be printed in each pack.
- 3. Supply of chana dal will be branded as BHARAT DAL using Jagriti logo of Department of consumers' affairs (DoCA).
- 4. The Quality of the packing material is sole responsibility of the bidder. Any torn or wear and tear packs shall be liable for rejection and immediate replacement should be done by the bidder.
- 5. The successful bidders will be solely responsible for the consequences on account of any violation of Food Safety and Standard Act, 2011 and Connected Rules.

# **ASSAYING & TESTING**

- 1. Miller must ensure to get quality certificate from accredited laboratories before dispatch of the stock. The test report should be provided along with dispatch document and handed over to the concerned officer of the State/ NCCF at unloading point. A copy of test report should also be submitted to the NCCF billing branch. The sample from every truck should be retained by the millers. The sample should be properly labelled indicating truck number and OTR No.
- 2. NCCF or its Institutional client at its discretion, may appoint assayer for inspection of milled pulses at milling point before dispatch of the stock to delivery depots as well as at the delivery depot at the time of unloading. The expenses so incurred on the same shall be borne by successful bidder.
- 3. The quality of processed pulses will be evaluated based on specified quality parameters as per FSSAI guidelines.
- 4. In the event, the sample collected by the assayer fails to meet the required quality specifications as laid down in this auction, the miller shall be liable to replace the stock at their own cost, risk and responsibilities.
- 5. In the event, during supplies, 2 or more samples from miller fail to meet the quality parameters, NCCF reserves the right to cancel the contract and award remaining quantity to other millers at the cost, risk and responsibilities of successful miller. NCCF may also suspend the miller from participation in future contracts. The duration of suspension will be at sole discretion of NCCF.
- 6. Upon delivery of the stock at depot point, the stock may be inspected by authorized Officers of the Institutional client. The quality of delivered stock must be conformed to the defined quality specification. In case, the supplied stock is rejected due to any reason whatsoever, the successful miller shall have to replace the rejected stock, at his own cost and risk, within three (03) calendar days from the date of intimation of rejection of stock.

# **DELIVERY:**

- 1. Delivery Period: The Supply(lifting) should start within 4 days in a phase manner of supply order issued and first supply (finished product/Bharat Dal) should be completed within 10 Days of issue of supply order and subsequent supply to be completed (In phase manner).
- 2. Channel partner shall accept the delivery when it conforms to all the quality parameters and shall allow the unloading of trucks. Channel partner shall also provide receipt of stock received.
- 3. It is bidder's responsibility to supply safe and undamaged Chana dal without any deterioration in the quality to the designated delivery locations.
- 4. The bidder can hire the transporter/ agent for transportation.
- 5. Allocation can be change according to the requirement of other state and subject to the acceptance of millers.

| Delivery State    | Quantity (In MTs) |  |  |
|-------------------|-------------------|--|--|
| Tripura           | 20,000            |  |  |
| Arunachal Pradesh | 1000              |  |  |
| Assam             | 1000              |  |  |
| Manipur           | 1000              |  |  |
| Meghalaya         | 1000              |  |  |
| Mizoram           | 1000              |  |  |
| Nagaland          | 1000              |  |  |
| Sikkim            | 1000              |  |  |

### **ELIGIBILITY CRITERIA:**

- 1. Miller(s) should be registered with NCDFI at the time of bidding to participate in the e-auction.
- 2. The bidder should have valid FSSAI License for manufacturing, sorting, and packing of pulses. In case of registered lease agreement, FSSAI of registered milling unit need to be submitted.
- 3. This tender is only for bidders of pulses hence traders are not permitted to participate. Bidders must produce manufacturing license. However, a bidder having a set up as per the above-mentioned norms, can also lease a premises for processing of pulses. Copy of lease agreement to be attached.
- 4. The offer of all Bidders must remain valid for the period of 6 Months and thereafter the same may be extendable for a period of further 6 Months with discretion of NCCF.
- 5. All applicable taxes/ entry tax/mandi tax etc. shall have to be included while submitting the bid.
- 6. After finalization of the bid, the bidder shall have to make contract agreement with the branches of NCCF. The execution will be done by concerned branch of the state.
- 7. FSSAI License should be submitted by the bidder.
- 8. Successful bidder, after completion of e-auction, shall submit all the papers or documents to be submitted should be duly signed by the authorized signatory of the bidder entity as required by NCCF in branches or through email of respective branches. Authorized signatory has to be duly authorized.
- 9. The payments to the bidder are to be made after satisfactory supply of Chana Dal and submission of all the required documents.
- 10. In case of partnership/ non-proprietary firm, self-attested copy of power of attorney for signing authority to be enclosed.

### **BIDDING:**

- 1. The bidder has to bid for cost of handling, packing, and transportation charges of the raw stock to be issued to the bidder at fixed OTR (75.35%) for milling and packing. Cost of milling, handling and transportation to the delivery locations, all duties and taxes including GST if applicable.
- 2. FOR rate for a State shall be calculated as the Avg. of the rates for supply to all the districts.
- 3. NCCF has the discretion to distribute total tendered quantity of materials to the L1, L2 and L3 bidder, provided that they accept the lowest rates and meet the eligibility criteria. In the event of unsatisfactory performance / supplies / other terms & conditions of the tender by the miller, the management reserves the right to offer the tendered quantity to any other miller subject to acceptance of lowest/negotiated rate.
- 4. NCCF shall reserve the right to negotiate/call the best rates with miller's post auction to meet the criteria of lowest eligible bid.
- 5. Cost of residuals payable to NCCF @ Rs 20 per Kg for the quantity equivalent to 24.65% of the total raw stock issued to the miller by NCCF.

#### **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

- 1. 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.
- 2. 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.

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As mentioned in the Auction Notice

- 3. 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
- 4. 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.

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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.

- 5. 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.
- 6. 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).
- 7. The Bidders will have the option to click on agree button to change their earlier quoted price to theL1 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.
- 8. All the bids so made shall be depicted as 'Provisionally Allotted'.
- 9. NCCF after due consideration will communicate its decision on the lowest price to Service Providers. However, NCCF may also reject the lowest bid at their discretion.

#### **INVOICING AND PAYMENT:**

After a successful supply, the miller shall submit an invoice to the respective NCCF Branch for the job work at the rates finalized upon completion of the tender. The bid price should be inclusive of applicable GST and other taxes.

#### **TERMS & CONDITIONS: -**

- 1. NCCF shall terminate the empanelment of a Bidder if they have competed against NCCF in any bid either individually, as a partner or in a joint venture.
- 2. After submission of the bid, if the bidder quits, the EMD shall be forfeited.
- 3. Consortium is not permitted under any circumstances.
- 4. Any bidder involved in any legal dispute with any NCCF Branch will not be permitted to participate and in an eventuality, if such bidder bids and participates, such participation shall not be considered for the purpose of awarding tender.
- 5. NCCF shall be at liberty to postpone /cancel the tender and accept or reject any bid without assigning any reason thereof.
- 6. Conditional bid shall not be considered.
- 7. NCCF reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- 8. The bidder will have to undertake the work as their own. They cannot sublet contract to any third party.
- 9. The Bidder certifies that he/she has read all the terms & conditions of contract note carefully and same are acceptable.

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- 10. The bidder certifies that all the information furnished is correct and true. If information is found to be incorrect/untrue, NCCF reserves right to terminate their contract and forfeit their payment / blacklist them without giving any notice.
- 11. All disputes are subject to Delhi Jurisdiction.

#### DOCUMENTATION

- 1. The successful bidder shall require to submit the following documents to the concerned officials at NCCF branch. A copy of these documents shall also be submitted to the Branch manager of NCCF:
  - i. Copy of the award letter issued by NCCF/NCDFI.
  - ii. Copy of these tender documents duly stamped and signed at each page by the Authorized Signatory.
  - iii. In case of partnership / non-proprietary firm, self- attested copy power of attorney for signing authority to be enclosed.
  - iv. Valid FSSAI License to be submitted.
  - v. In case the mill is on lease, a registered lease agreement for the same along with FSSAI License of registered milling unit needs to be submitted.
- 2. On completion of supply to all designated delivery depots, the successful bidder shall submit the following documents to the Branch manager of NCCF, to process for payment:
  - i. Copy of designated delivery depots wise receipt.
  - ii. Load wise\truck wise Delivery challan with proper serial numbers, date of delivery, Work Order number with date, Name of the depot, vehicle number, name of the items and quantity delivered.
  - iii. If the delivery of stock is more than one truck to a particular designated delivery depot, the invoice should contain all the delivery note.
  - iv. Stock receipt issued by Depot Manager of the designated delivery depots.
  - v. Electronic Weighbridge Receipts at loading point/ unloading point (if any)

# **PENALTY CALUSES**

- 1. Late delivery penalty @0.5% of purchase price per MT per day for the undelivered stock will be levied on supplier. OR L.D. clause of specific buyers/ channel partners as desired by them. In case latter is received former will be deleted.
- 2. Default in supplies either wholly or partly, post extended delivery period, on account of quality or quantity or delay in supply may result in to cancellation of the contract and undelivered quantity may be sourced from other sources at risk and cost of the miller.
- 3. In the event of stock rejection at the supply depot, the Miller will replace the rejected supplies at its own cost within 3 calendar days. The replacement supplies will undergo assaying and if the same are found to be not conforming to specified quality parameters, then such stocks will also be rejected. If again the miller fails to replace the rejected stock within 2 (two) calendar days, penalties / claims as imposed by

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the NCCF will be charged from the Miller by NCCF till the stock is replaced.

4. In case, during a contract, the supplies of a particular successful miller at more than three delivery centres are rejected then the contract of such miller may be cancelled. The concerned miller may also be blacklisted at the discretion of NCCF.

#### WARRANTY

Successful bidder has to ensure that processed dal delivered to delivery location adheres to quality specifications as per contract with a minimum shelf life of 6 months from date of packaging. In the event, the stock is found not-conforming to the mentioned quality parameters anytime during period of 6 months from date of packaging, the successful bidder shall be liable to replace the same at its own cost.

#### **RESOLUTION OF DISPUTE**

If any dispute, controversy or claim arises out of or in connection with this contract including any question regarding its existence, validity or termination arising out of or in connection with this contract ("Dispute"), the Parties shall use all reasonable endeavors to resolve the matter amicably. If one (1) Party gives another Party notice that a Dispute has arisen, and the Parties are unable to resolve the Dispute within fifteen (15) Working Days of service of the notice then the Dispute shall be referred to the senior executive officers of each of the Parties who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other Party under this Contract until fifteen (15) Working Days after such referral to the senior executive officer.

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 15 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.

Failing any amicable solution being arrived at between the Parties as per the aforementioned procedure, either Party is free to invoke arbitration by issuing a notice to the other Party. Any arbitral tribunal constituted under this clause shall be composed of three arbitrators. Each Party shall nominate one (1) arbitrator of its choice, and both the nominated arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator.

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.

The arbitrators shall have the power to grant any legal or equitable remedy or relief available under Law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction. Any award of the arbitral tribunal, as the case may be, pursuant to this arbitration clause shall be in writing and shall be final, conclusive, and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

During the course of any arbitration under this clause except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract Note.

#### **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 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.
- b) If operation of such circumstances exceeds 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.

The party which is unable to fulfil 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.

#### **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 (s) while discharging its obligations under the Agreementor 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.

# Contact Details of NCCF for Contract & Product Related Query

| Name              | Contact Number |
|-------------------|----------------|
| Mr. Harsh Vardhan | 011-41006852   |

# Contact Details of NCDFI for Technical Query (During the Auction & Bidding)

| Name             | Contact Number | Region           |
|------------------|----------------|------------------|
| Mr. Sagar Gusain | 9650382086     | Delhi            |
| Mr. Gowthaman    | 9978603057     | Southern States  |
| Selvaraj         |                |                  |
| Mr. Abhinav      | 8488831064     | Madhya Pradesh & |
| Ramsinghani      |                | Uttar Pradesh    |
| Ms. Janvi Patel  | 9978603225     | Others           |

(On bidder's letter head)

Self-declaration by Bidders supply milled pulses / Dal to Institutions / Channel Partnersthrough NCCF.

# **SELF-DECLARATION**

I, (name & designation of authorized signatory), on behalf of M/s (name of the firm),hereby declare that

- M/s (name of the firm) has been awarded contract for milling and supply of milled (name of dal) to (respective authority) through NCCF vide tender notice dated( \_\_\_\_).
- 2. The milled Chana Dal supplied to (respective authority) has been processed in the milling facility of the firm located at (address of the milling unit).
- 3. We have read and understood the terms & conditions for supply to (respective authority) through NCCF and accept the same unconditionally.

For (name of the firm)

Authorized Signatory (sign and stamp)

#### ANNEXURE

# **Quality Parameters of Bharat Dal (Chana Dal)**

### <u>Grade designation and quality of Chana (Bengal gram) split (without husk) or Chana</u> <u>Dal</u>

- 1. Chana Dal should be of Sortex Quality.
- 2. Chana split (without husk) shall be obtained from dried and mature grains of gramCicer arietinum Linn.
- 3. Minimum requirements:
  - i) Chana split (without husk) shall be -
    - (1) sweet sound, clean, wholesome and free from admixture of unwholesome substances;
    - (2) without husk , split, uniform in size, shape and colour;
    - (3) free from rodent hair and excreta, moulds, living and dead insects, insect fragments, harmful bacteria, fungal infestation, mould growth, webs, parasites, larvae and mites;
    - (4) free from obnoxious smell, discolouration and all other impurities except to the extent as indicated in this schedule;
    - (5) free from added colouring matter, admixture of deleterious substances;
    - (6) free from toxic or noxious seeds such as Crotalaria (Crotalaria spps.), Corncockle (Agrostemma githago Linn.), Castor bean (Ricinus communis Linn.),Jimson weed (Datura stramonium), and other seeds thatare commonly recognized as harmful to health; and
    - (7) Free from abnormal taste, flavour and odour.
  - ii) It shall comply with the restrictions in regard to the limits for metallic contaminants, crop contaminants, naturally occurring toxic substances, insecticides and pesticides residue, microbial requirements and other food safety requirements as specified under the Food Safety and Standards (Contaminants, Toxins and Residue) Regulation, 2011 and the Food Safety and Standards (Food Products Standards and Food Additives) Regulation, 2011 made under the Food Safety and Standards Act,2006 (34 of 2006) for domestic trade.
  - iii) It shall comply with the residual limits of heavy metals, pesticides and other food safety requirements as laid down by the Codex Alimentarius Commission, or importing countries requirement for exports.

4) Criteria for grade designation. - The criteria for grade designation for the Chana (Bengal gram) split (without husk) or Chana Dal shall be as under-

| Maximum limit of tolerance (percent by weight) |                |           |                        | Weevilled<br>grains<br>(percent |                                 |                           |
|--|----------------|-----------|------------------------|---------------------------------|---------------------------------|---------------------------|
| Moisture                                       | Foreign matter |           | Other edible<br>grains | Damaged<br>grains               | Broken and\<br>fragments grains | by<br>count)<br>(Maximum) |
|  | Organic        | Inorganic |                        |                                 |                                 |                           |
|  |                |           |                        |                                 |                                 |                           |
| 12.00  | 0.10           | 0.15      | 0.50                   | 1.00                            | 2.00                            | 2.00                      |

Note: -In foreign matter, the impurities of animal origin shall not be more than 0.10 percent by weight provided that the total of foreign matter, other edible grains and damaged grains shall not exceed seven percent.