

NATIONAL COOPERATIVE CONSUMERS'FEDERATION OF INDIA LIMITED (NCCF)

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

COMMERCIAL DIVISION

NCCF INVITES TENDER FROM MILLERS OF PULSES FOR PROCESSING, PACKING AND TRANSPORTATION OF MOONG

AUCTION SCHEDULE

Date	Auction Time	Extension
20-01-2024	As mentioned in Auction Noice	As mentioned in Auction Noice

Mode of Tender Submission: Through e-Auction / Online Bidding on NCDFI e-Market 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 Moong Saboot and Moong Dal in 1 kg consumer packet for Pan India 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.

TENDER SUMMARY:

Commodity	Moong Saboot and Moong Dal (Sortex Quality)	
Tender Quantity	ty 4,000 MT	
Auction Date and Time	As mentioned in Auction Notice	
Bid Validity	7 Working Days	
EMD	Rs. 1600 per MT of contract value	
Pack size	1 Kg in consumer Pack.	
Delivery location	Any location in respective state /UT.	
Raw material	S-23 season from any warehouse in the state of Madhya Pradesh	

A. NAME OF WORK:

Milling/processing raw moong into Moong Saboot and Moong Dal as per FSSAI specifications and packing, transportation for distribution/ sale to consumers.

B. SCOPE OF WORK:

- 1. Conversion of raw moong into Moong sabot and Moong 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.
- Bidding should be done considering cost of milling, handling and transportation charges including GST if applicable. Raw moong to be issued to the bidder at a fixed OTR of 93.70% for moong sabot and OTR 75.31% for moong Dal for milling and packaging of BHARAT 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 Moong for specified warehouse and transport to mills unit which include handling, transportation, transit insurance, loading, unloading charges including GST if applicable etc. The cost of bye-product will be in the account of miller.
- 4. Cost of transportation of milled Moong Saboot and Moong Dal upto delivery points, taxes, duties and other related expenses are to be considered by the bidder.

C. 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.1600 per MT of the 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 and does not deposit Raw material amount within the stipulated time.

D. LIFTING OF RAW MOONG:

- 1. The successful bidder has to lift raw material from various specified warehouse locations, the same raw material shall be processed into Moong Saboot and Moong Dal.
- 2. The successful bidder has to lift raw moong 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 moong shall be released against 100% advance amount deposited by the bidder in the form of RTGS/NEFT. Cost of raw material is considered Rs. 8000/- 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 moong.
- 6. The bidder shall be allowed to retain the by-products produced as result of milling/up gradation of the unmilled stock of Moong.
- 7. The state wise lifting and supply quantity may increase / decrease depending upon the requirement.

Location of raw materials are as follows:

District	Location	Warehouse	Commodity	Quantity (In MTs)
Dewas	Khategaon	MPWLC Khategaon Panorama Warehouse 42, Dewas	PSF Moong S23	517.65
Dewas	Khategaon	MPWLC Khategaon SHREE RAMANAND WAREHOUSE 74, Dewas	PSF Moong S23	1,138.85
Dewas	Khategaon	MPWLC Khategaon Shri Dwarkadhish Warehouse 43, Dewas	PSF Moong S23	1,050.35
Harda	Sultanpur	MPWLC Sultanpur, Harda	PSF Moong S23	2,594.90
Narmadapuram	Banapura	MPWLC Banapura DIKSHA WAREHOUSING, Narmadapuram	PSF Moong S23	1,399.15
Narmadapuram	Banapura	MPWLC Banapura Mahaveer WH Corp Kahariya 45, Narmadapuram	PSF Moong S23	1, 350.25
Narmadapuram	Hathnapur	MPWLC Hathnapur MANGALAM WAREHOUSE CHOUTLAY 1S, Narmadapuram	PSF Moong S23	1,113.65
Narmadapura m	Hoshangabad	MPWLC Hoshangabad JAI MAA ANNAPURNA WAREHOUSE, Narmadapuram	PSF Moong S23	1,129.60
Narmadapuram	Hoshangabad	MPWLC Hoshangabad M/S kARTIKAY WAREHOUSE, Narmadapuram	PSF Moong S23	1,247.00
Narmadapuram	Machera Kalan	MPWLC Machera Kalan MACHERAKALG.N.06, Narmadapuram	PSF Moong S23	1,185.90
Narmadapuram	Powar kheda	MPWLC Powarkheda RAMAKRISHNA WAREHOUSING CORP ORATION, Narmadapuram	PSF Moong S23	1,053.25
Sehore	Rehti-Bori	MPWLC Rehti-Bori I. B. Warehousee 20, Sehore	PSF Moong S23	1,219.55
			Total	15,000.00

E. QUALITY PARAMETERS:

- 1. NABL accredited lab test report along with physical sample of processed Moong Saboot and Moong Dal to be submitted two days before the supply, to the respective branch offices and head office of thedesignated 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 (hereinafter "FSS Act") and any ancillary Acts and Rules as may be applicable. Only the supply conforming to the abovementioned and applicable standards shall be accepted. The supply of Moong Saboot and Moong 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 moong 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. Moong Sabut and Moong 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 Moong Saboot and Moong 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.

F. PACKING & PRINTING:

- 1. Successful bidder should supply the stock of processed Moong Whole as per the quality parameters defined by FSSAI of this bid document.
- 2. Moong Whole of 1 kg (net weight) is to be packed in 12-micron polyester and 80-micron poly pack. The poly film should be clean, of the same texture, transparent, and durable. 25 packets of 1 kg poly pack will be further packed in 25 Kg HDPE bags (Master packing) which are then stitched. The mono of NCCF and BHARAT MOONG DAL, Moong Whole will be printed on the HDPE bag along with the address, packing month, etc.

- 3. The bag should not be hooked under any circumstances. If the packets are found to be torn the acknowledgement will not be provided by the Channel Partners equivalent to the torn packets. Also, this stock should be replaced immediately.
- 4. The successful bidder must ensure that the stock is processed and packed only and only in the milling units which must be registered with NCCF at the time of bidding. The assayer, if required, will only be deputed at the mill registered with NCCF.

G. Assaying & Testing

- 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.

H. <u>DELIVERY</u>:

- 1. Delivery Period: The Supply (Lifting) should start within 02 Days in a phase manner of supply order issued and first supply (finished product/Bharat Dal) should be completed within 05 days of issue of supply order and subsequent supply to be completed (In a 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 Moong Saboot and Moong 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 states are as follows:

Delivery State	Quantity (In MTs)
West Bengal	1000
Uttar Pradesh	1500
J&K	500
North East State (Tripura)	1000
TOTAL	4000/-

I. **ELIGIBILITY CRITERIA**:

- 1. Miller(s) should be registered with NCDFI at the time of biding to participate in this 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 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 Moong Saboot and Moong 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.

J. 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 of 93.70% for moong Saboot and OTR 75.31% for Moong Dal 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.

K. 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 guits, 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. If no bidder is selected for State, other state bidder can be allocated.
- 6. The rates shall be quoted for both Moong Saboot & Moong Dal. L1 shall be calculated on the sum of both rates.

L. Documentation

- The successful bidder shall require to submit the following documents to the concerned officials at designated delivery depots. 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.
- 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)

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.

M. E-Auction/ Online Bidding Session Details:

The Bidding process shall comprise only one stage: (Price Discovery Session). The timing of auctions is provided in Annexure – I.

- 1. Bidders are required to provide the Price for the supply of Moong dal and Moong saboot before the conclusion of the e-auction time. The auction follows a price reverse format, where bidders adjust their bidsby 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 Extensionwill 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.
- 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 followingcriteria will be applied to determine the successful bidders for each lot:
- i. Priority for provisional allotment will be given to the supplier with the lowest quoted price.

- 5. All the bids so made shall be depicted as 'Provisionally Allotted'.
- 6. 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.

N. Penalty clauses

- 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.
- 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 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.

O. 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.

P. 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.

Q. 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 labour trouble, embargoes, then the date of fulfilment 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 instalment 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.
- c. 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.

R. NCCFBusiness 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 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.

(On bidder's letter head)

Self-declaration by Bidders supplies milled pulses / Dal to Institutions /Channel Partners through NCCF

SELF-DECLARATION

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

- 1. 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 Moong Saboot and Moong 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

Contact Details of NCCF for Contract & Product Related Query

Name	Contact Number
Mr. Harsh Vardhan	011-41006852

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

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