



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

**Room no.2089 to 2090 Sethi Plaza, Old Agra
Road, Near Kalika Mandir Nashik 422002
Nashik.Tel: 8800720798**

Email: nccfnashikonion@gmail.com, Website: www.nccf-india.com

**(Nashik Branch)
Invites Expression of Interest (EOI)**

for

**Appointment of Guarantee Brokers in All states across India sale of Rabi Onion
procured by NCCF under Price Stabilization Funds (PSF-2023) of Government
of India**

**NCCF Nashik Branch at Old Agra Road, Near Kalika Mandir Nashik invites expression of interest for
Appointment of Guarantee Brokers for sale of Rabi Onion procured by NCCF under Price Stabilization
Funds (PSF) of Government of India during Rabi-23.**

**Interested and eligible bidder(s) may submit their bid to room no. 2089 to 2090 Sethi Plaza, Old Agra
Road, Near Kalika Mandir Nashik as per bid documents available on the NCCF website
<http://www.nccf-india.com> and in NCCF, NASHIK.**

Date of Publishing / uploading of EOI documents on NCCF's website	14-08-2023
Last date & time for submission of documents by interested applicant(s)	21.08.2023 up-to 02:00 P.M

After scrutiny of documents, the Branch shall shortlist the qualified eligible bidders and recommend to H.O seeking the approval of the appointment of the Guarantee Brokers. Thereafter, the Branch shall send communication separately for acceptance of their bid.

NCCF reserves the right to accept or reject any / all bids without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc. shall be posted on NCCF website <http://www.nccf-india.com>.

SECTION I

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 Ltd. (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 be uploaded on NCCF website <http://nccf-india.com>
- (xi) Mere submission of a bid does not ensure selection of the bidder as Successful bidders.

END OF SECTION I

SECTION – II

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 Headquarters is situated in New Delhi. The management of NCCF vests in the Board of Directors. The ultimate authority of NCCF vests in the hands of the General Body. Board of Directors exercises all the powers of NCCF except those reserved for General Body. NCCF is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS) and Market Intervention Scheme (MIS). 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 Rabi-23 under Price Stabilization Fund (PSF) scheme of Government of India.

2. OVERVIEW

In order to sell Onion procured under PSF during Rabi-2023, NCCF invites bid from the eligible bidders for Appointment of Guarantee Brokers at (Place of sale – Mandi/Location etc.) for sale of Onion procured by NCCF in the States of Maharashtra. Interested and eligible bidder shall require to submit copy each of required documents only in prescribed format as per terms & conditions mentioned in this EOI in sealed envelope to Room no.2089 to 2090 Sethi Plaza, Old Agra Road, Near Kalika Mandir Nashik before the last date & time given in this bid documents.

- (i) After scrutiny of documents, NCCF shall shortlist and the qualified eligible bidders shall be communicated separately for acceptance of their bid.
- (ii) 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.
- (iii) NCCF reserves the right to appoint additional number of Guarantee Brokers for the purpose at (Place of sale – Mandi/Location etc.)

END OF SECTION II

SECTION -III

INSTRUCTIONS TO BIDDERS (ITB)

1. Contact information:

NCCF OF INDIA LIMITED,
Room no.2089 to 2090 Sethi
Plaza, Old Agra Road, Near
Kalika Mandir Nashik 422002
Phone No. 8800720798
Email:nccfnashikonion@gmail.com

2. Location of Procurement of Onion

The procurement of Onion has taken place in the States of Maharashtra, under PSF during 2023.

3. Minimum Eligibility Criteria for appointment of Guarantee Broker

- a) The Guarantee Brokers should have presence in (*Place of sale – Mandi/Location etc.*) regulated by APMC. In case of States, where APMC Act has been repealed, the sale point may be identified.
- b) The Guarantee Brokers should have minimum three years previous experience of marketing of onion in (*Place of sale – Mandi/Location etc.*)
- c) The Bidder should have reputation and clean record as a Guarantee Broker for sale of Onion at (*Place of sale – Mandi/Location etc.*). Preference may be given to those having prior experience of working as a Guarantee Broker for any State / Central Government Body / PSU/ Cooperative Organization for sale of onion.
- d) The Bidder should presently have at least one Phar/ proper place, allotted by APMC/Mandi or of his own (as the case may be) for sale of Onion at Onion Sheds of (*Place of sale – Mandi/Location etc.*)
- e) Annual Audited balance sheets for the last three years shall be enclosed as supporting document to establish their credibility and performance.
- f) Bidder should hold a valid Goods and Services Tax (GST) registration certificate, as applicable.
- g) Bidder should hold a valid Permanent Account Number (PAN), as applicable.
- h) Bidder should hold a valid Licence of APMC/Mandi (*wherever applicable*)
- i) Bidder should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society or local authorities including the APMC Management for corrupt and fraudulent practices and shall have to submit a declaration to this effect on the letter head of the Company..

4. Documents required to be submitted with Bid:

- a) Application form duly filled, stamped and signed by authorized signatory of the company/ firm as per Annexure “A” & “A-1” of this bid documents.
- b) Self attested & stamped copy of last three years audited Balance Sheet and Profit & Loss Account of the company / firm including copy of ITR.

- c) CA certificate of Annual Turnover only for sale of Onion at (*Place of sale – Mandi/Location etc.*) for the F/y 2022-23.
- d) Self attested & stamped copy of GST registration certificate.
- e) Self attested & stamped copy of FSSAI license, if applicable (not mandatory).
- f) Self attested & stamped copy of PAN of the company/firm.
- g) Self attested & stamped copy of Valid Licence of APMC/Mandi (*Place of sale – Mandi/Location etc.*) of the company/firm.
- h) Self attested copy of present allotment of Phar by **APMC/Mandi (*Place of sale – Mandi/Location etc.*) for sale of Onion, at Onion Sheds of APMC, valid till March 2024.**
- i) Self attested & stamped copy of valid Registration Certificate along with copy of Memorandum of Agreement, Addendum, if any, to the of Agreement confirming its registration with Registrar of Companies and Article of Association .

OR

Self attested & stamped copy of valid registered partnership deed, if bidder is partnership firm

OR

Copy of Bye-Laws if bidder is registered under provisions of Cooperative Societies (duly registered under MSCSA, 2002 or any other State Cooperative Act of the concerned State).

- j) Self-attested & stamped copies of some of the supply orders/Invoices executed by the company / firm in each of the last three years ending on 31st March, 2023.
- k) Self-attested copy of work order / Agreement in favour of bidder by the Organization/ State / Central Govt. Body/PSU/Cooperative, to act as their Guarantee Broker for sale of Onion at (*Place of sale – Mandi/Location etc.*)
- l) Self-attested & stamped copy of valid address proof of the firm/company.
- m) Self-attested copy of Aadhar card of authorized signatory.
- n) Copy of the Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
- o) Turnover and net worth certificate for the last three financial years ending 31.3.2023, issued by Chartered Accountant as per format “B”.
- p) Self-attested & stamped copy of this bid document as a token of acceptance of terms & conditions of this bid documents.
- q) List of Directors / Partners of the company/firm as per attached format at “C”.
- r) Self-Declaration on letter head of the company / firm for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking/Cooperative Organization at any point of time in India.
- s) Self-Declaration on letter head of the company / firm for not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in the e-auctions.
- t) Self-Declaration on letter head of the company / firm for not been prosecuted for violation of rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
- u) Self-declaration on letter head of the company / firm for not being under liquidation, court receivership and/or similar proceeding.

- v) Self-declaration on letter head of the company / firm for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- w) Copy of cancelled cheque of the company/firm.
- x) Proof of payment of non-refundable processing fee of Rs. 590.00 DD in favour of NCCF Of INDIA Limited, Mumbai (Rs. Five Hundred Ninety only).
- y) Proof of payment of bid security of Rs. 1,00,000 NCCF Of INDIA Limited, Mumbai (Rupees One Lakh only)

5. Availability of Bid Document

- a) The bid documents can be downloaded from NCCF's website (www.nccf-india.com) or can be collected from NCCF NASIK BRANCH.
- b) Original documents may have to be submitted, if required and demanded by NCCF.
- c) The bidder shall bear all costs associated with the preparation and submission of the bid. NCCF will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

6. Important dates:

Date of Publishing / uploading of EOI documents on NCCF's website	14-08-2022
Last date & time for submission of documents by interested applicant(s)	21-08-2022 up-to 02:00 P.M

7. Queries on the Bid Document

All prospective bidders before the last date & time of submission of bid may get clarification on their queries, if any from the, email: nccfnashikonion@gmail.com. The queries received after due date/ time will not be considered.

8. Amendment of Bid Documents

- a) At any time prior to the last date for submission of bids, NCCF, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this bid document by an amendment.
- b) Bidders are advised to keep viewing the NCCF website for any corrigendum/ change.
- c) Also, in order to provide prospective bidders reasonable time to take the amendment into account for preparing their bids, NCCF may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in this bid document.

9. Period of validity of bids.

- a) Bids shall be valid for 30 days from the date of submission of financial bids. A bid valid for a shorter period shall stand rejected.
- b) In exceptional circumstances, NCCF may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided shall also be suitably extended.

10. Bid Security & Security Deposit Amount

- a) Bid must be accompanied by a bid security of Rs. 1,00,000 (Rupees One Lakh only) in the form of Demand Draft in favour NCCF of India Limited Mumbai No interest shall be paid by NCCF on security deposit amount.
- b) The bid security of unsuccessful bidders shall be returned after finalization of Bid. Bid security shall be forfeited if a bidder withdraws from the bidding process after opening of bids. No interest shall be paid by NCCF on bid security.
- c) Successful bidder(s) shall require to submit EMD/ security deposit amount of within 5 working days from the date of issue of letter for appointment of Guarantee Broker by NCCF in the bank account of NCCF/ BG as decided by NCCF. Interest shall not be paid by NCCF on security deposit amount.
- d) Delhi- 50,00,000/-(Fifty Lakhs), Bihar- 25,00,000/- Twenty Five Lakhs, Uttar Pradesh-20,00,000 (Twenty Lakhs, Kolkata-20,00,000/-(Twenty lakhs), Jharkhand-20,00,000 (Twenty Lakhs), Chandigarh-20,00,000 (Twenty lakhs), Northe East-15,00,000 (Fifteen lakhs), and TamilNadu, Bangalore, Talangana, Kerala, Orissa, Himachal Pradesh, Other states not mentioned in above SD is 15,00,000(Fifteen Lakhs only.)

Bid Security of successful bidder shall be returned after submission of EMD/ Security deposit amount. In case, the successful bidder fails to deposit the security deposit amount with NCCF within the stipulated time period, his bid security would be forfeited without giving any written notice.

- e) EMD/Security deposit of the successful bidder shall be refunded after successful completion of work and receipt of all the sale proceeds and required documents.
- f) In case of deviation to any of the terms & conditions to this bid documents, EMD / Security deposit amount inclusive of GST of the bidder shall be forfeited by NCCF without giving any notice.

11. Procedure for Submission of bid

Attested copies of all the documents as per EOI in sealed envelope should be dropped before bid opening date in box, kept in the office of Room no.2089 to 2090 Sethi Plaza, Old Agra Road, Near Kalika Mandir Nashik

(i) NON REFUNDABLE PROCESSING-FEE

The bid must be accompanied with non-refundable processing fee Rs.590/- (Rs.500+ Rs.90 GST) through Demand Draft.

(ii) SUBMISSION OF BID

- a) To bid must be accompanied with Bid security of Rs. 1,00,000.00 (Rs. One Lac only) through Demand Draft.
- b) Required documents are to be submitted along with Bid as mentioned in point no. 4 of this section before the last date/time for submission of bid.
- c) Bidder can download the bid documents from the NCCF website i.e. www.nccf-india.com or can be collected from NCCF Room no.2089 to 2090 Sethi Plaza, Old Agra Road, Near Kalika Mandir Nashik
- d) In case, any documents submitted under this bid are found to be tempered/ modified in any manner, bid will be summarily rejected and bid security / security deposit amount would be forfeited and the bidder would be liable for any suitable action.

(iii) PROCEDURE OF SUBMISSION OF BIDS

- a) Documents complete in all respect along with demand drafts requisite non-refundable processing fee & bid security must be submitted in the prescribed application form (enclosed herewith) at. The sealed envelope must be superscribed “Bid for appointment of Guarantee Broker for Onion for 2023-24”.
- b) Bid received after due date and time will be rejected.
- c) No eraser, cuttings, overwriting and correcting fluid in the bid documents / required documents will be accepted.
- d) Documents submitted incomplete in any respect and without processing fee & Bid security shall be summarily rejected. Further, NCCF reserves the right to accept or reject any or all bids without assigning any reason thereof.
- e) The offer must have a validity of 30 days from the date of submission of quotation documents.
- f) During the currency of the agreement, no escalation in professional fees or charges will be allowed except for statutory charges.
- g) The address given by the Guarantee Broker in the bid documents shall be considered to be the proper and complete business address of the Guarantee Broker and any correspondence sent to such address will deemed to have been delivered to the Guarantee Broker.
- h) The security deposit will be refunded to the unsuccessful parties within one month of finalization of bid. NCCF will not pay any interest on the Security Deposit.
- i) EMD/Security deposit of the successful bidder shall be refunded without interest only after successful completion of the assigned work and receipt of all the sale proceeds and required documents.

- j) The terms and conditions of this EOI will form part of the agreement to be executed between NCCF and successful bidder.
- k) Each page of this EOI documents must be signed by the authorized signatory of the bidder duly stamped, in token of acceptance of the terms and conditions of the bid documents.

12. Acceptance of Bid

After scrutiny of documents, NCCF Branch shall short list the qualified eligible bidders as per criteria laid down in this tender document. Upon the verification background from NCCF Offices, the qualified eligible bidders will be informed of their selection. The decision of the Competent Authority of NCCF regarding selection of successful bidder shall be final, conclusive and binding.

13. INTIMATION TO THE SUCCESSFUL BIDDER

- i. NCCF will intimate the successful bidder(s) well before the validity of the bid through email or phone.
- ii. Upon confirmation, successful bidders submit the irrevocable Bank Guarantee (BG) as security deposit/RTGS as decided by NCCF. BG period will be decided by NCCF.
- iii. Successful bidder(s) will also need to sign a separate Agreement as prescribed by NCCF with in stipulated time.

14. Opening and evaluation of Bids

- a) Bids (complete in all respect) received along with Bid Security by stipulated time will be opened and scrutinized by NCCF, as per terms & conditions given in the bid documents.
- b) Bid received without non-refundable processing fee / Bid Security will be rejected straight away.
- c) During the evaluation, NCCF at its discretion may call upon the bidder to give presentation on their offer, to explain their capability to undertake the supply and to respond to any question from NCCF. The place for presentation shall be conveyed to the bidders at an appropriate date. Failure on part of bidder to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of bids.

- d) NCCF may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

15. NCCF's Right to amend the Scope of Work.

- a) If, for any unforeseen reasons, NCCF would require to change the Scope of work, this change shall be acceptable to the bidder.
- b) NCCF reserves the right to reject one/ all the bids or cancel the bidding without assigning any reasons thereof.

16. Corrupt or Fraudulent Practices.

- a) It is expected that the bidders who wish to bid for this EOI have highest standards of ethics.
- b) NCCF will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this bid.
- c) NCCF may declare a bidder ineligible, either indefinitely or for a stated duration, to be awarded or contact if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contact.

18 GENERAL CONDITIONS

- (i) Violation in any terms & conditions of this Agreement is not allowed.
- (ii) At any stage of the supply process, if it is found that Guarantee Broker has given incorrect and misleading certificate/information/document(s), NCCF shall free to take suitable action including cancellation of contract, forfeiture of security / bid security amount etc.
- (iii) The current supply shall be independent of any previous ongoing/completed contract that may have been entered into between NCCF and the Guarantee Broker.
- (iv) NCCF reserves the rights to call for any additional information/documents from Guarantee Broker and same shall be submitted by the Guarantee Broker to NCCF within given time period.
- (v) NCCF reserves the right to cancel this bid in totality without assigning any reason.
- (vi) NCCF reserves the right to increase or decrease the quantity of this Agreement without assigning any reason.
- (vii) It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- (viii) This Agreement shall be governed and construed in accordance with the Indian Laws.
- (ix) Third Party Commercial Invoice / documents shall not be acceptable.

19. Interpretation of the clauses in the Bid Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Bid Document, NCCF's interpretation of the clauses shall be final and binding on all bidders/parties.

20. 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.

END OF SECTION III

SECTION -IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Scope of Work

- a) The Onion procured under PSF shall be transported from various destinations across the country under the jurisdiction of NCCF Branches.
- b) The Guarantee Brokers after undertaking a prearranged inspection of the stock of NCCF will satisfy themselves of the quality and other parameters.
- c) The NCCF shall dispatch the stock of Onion to the Guarantee Broker to the extent of EMD/Security amount & Onion will be received by the Guarantee Broker who will hold the same as trustee. The Guarantee Broker shall be liable for any misappropriation of the goods, mishandling & loss caused on the account of pilferage, riots, fire, theft or any other eventuality whatsoever.
- d) The Guarantee Broker shall make his best Endeavour to sell & dispose of Onion in the (*Place of sale – Mandi/Location etc.*) to the best advantage of NCCF at the maximum rate obtainable/receivable in the market and in line with the prevailing market rate of the variety/grade of Onion.
- e) The Guarantee Broker shall keep the stock of Onion duly insured against all risks at their own cost. The insurance policy should be in the name of NCCF.
- f) The Guarantee Broker shall ensure that the stocks are unloaded, weighted and counted in number of bags if required by either of party immediately after arrival & in no case vehicle should be detained un-necessary. In case of failure, the charges for the detention of vehicle shall be borne by Guarantee Broker.
- g) The storage of the Onion dispatched by the NCCF shall be the responsibility of the Guarantee Broker at his own cost.
- h) The Guarantee Broker shall make best Endeavour to obtain the best rate for the Onion entrusted for sale. The NCCF may at his discretion fix sale price of the Onion from time to time.
- i) The Guarantee Broker shall organize the sale of Onion within reasonable time ensuring no quality deterioration of the arrived stocks unless otherwise advised or agreed to by the NCCF.
- j) The Guarantee Broker shall prepare the sales memo in a manner that the copy of each sales memo together with the weight & weighment list is provided to the NCCF along with the statement of sales.
- k) The Guarantee Broker shall remit the sale proceeds on daily basis so received to NCCF A/c on the same day or next Bank working Day & also furnish the statements of accounts. In case of failure, 18% interest per annum shall be charged.
- l) The Guarantee Broker shall be liable to return on demand to NCCF any unsold stock given for sale. Such stocks will be returned to NCCF in the same condition in which they were handed over to him within reasonable time.
- m) The Guarantee Broker shall ensure that the stocks are sold on first in the first out basis, truck wise.
- n) It shall be incumbent upon the Guarantee Broker to undertake all due diligence and necessary activities to ensure better price realization of Onion handed over to him for sale. These activities may include but not limited to publicity of arrival of Onion, regular interaction with potential NCCFs/ bidder, appropriate positioning of variety-wise, grade-wise lots/ bags of Onions for sale, assessment of prevailing market rate and average rate of Onion and ensure

best price realization of stock handed over to him & shall keep NCCF informed about the progress of daily sales.

- o) The Guarantee Broker shall collect the prevailing market rate of Onion, arrivals variety-wise, grade-wise and update the same to the NCCF on daily basis with necessary documents of market.
- p) The Guarantee Broker shall deposit the market fee admissible on such sales, to the NCCF, who in turn deposit the same to agricultural produce market committee.
- q) The Guarantee Broker shall be entitled for brokerage, only from buyer as per APMC approved guidelines, **wherever applicable. NCCF may fix the cap limit on the brokerage, and any other selling expenses which shall be binding on the selected Guarantee Broker.**
- r) That the Guarantee Broker shall be responsible for payment of wages etc. to its labourers of any nature if any and also any statutory obligation arise in respect of the same viz. ESI/EPF/Income tax, etc. liability, if any.
- s) If any, shortage occurs during storage/selling, Guarantee Broker shall be responsible for it.

2. Applicable Law, Jurisdiction And Dispute Resolution

- (i) This bid documents and award of work/Purchase order under this bid documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at (*concerned State*) and High court of (*concerned State*) shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this bid documents including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / Modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
- (iii) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between NCCF and successful bidder after bidding and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this bid documents.

3. Force Majeure

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the contract, party so

prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be

4. 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 Guarantee Broker/ Commission Agent fails to meet the standard benchmark of integrity, it is prudent to put the Guarantee Broker/ Commission Agent 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.

END OF SECTION IV

To

Name of the Branch and Address

E-Mail : _____

Sir,

We submit the documents as per EOI No. *(to be numbered by the Branches)* dated ----- for Appointment of Guarantee Brokers for sale of Onions procured by NCCF during the year 2023-24.

We have thoroughly examined and understood all the terms & conditions as contained in the Bid document and agree to abide by them.

Yours faithfully,

Signature of Bidder
(Capacity in which signing)
Stamp of Firm

Date:

Place:

Application Form

Name of the Company / Firm	
Firm type (Sole Prop/ Partnership/ Company)	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of firm / Company	
GST Registration No.	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	
Past experience as Guarantee Broker for Horticulture crops and client's list	
Number of years of professional experience of as Guarantee Broker of Horticulture crops	
Past Experience of working as Guarantee Broker of a State / Central Govt. Body/PSU/Cooperative organization for sale of Onion at <i>(Place of sale – Mandi/Location etc.)</i> , if any. <i>Enclose certificate of experience issued by the concerned organization.</i>	
Phar number allotted by APMC, <i>(Place of sale – Mandi/Location etc.)</i> for sale of Onion at Onion Sheds of APMC or identifiable place of sale.	

Annexure-B

Format of certificate to be issued by Chartered Accountant

Name of the Branch and Address

E-Mail : _____

We hereby certified that M/s having registered office at..... is engaged in the business of Guarantee Broker for Horticulture crops and their turnover and net worth for the last three preceding financial years from the above business is as per details given below :-

Financials

(Rs. In Lakhs)

Particulars	FY 2020-21	FY 2021-22	FY 2022-23(Provisional)
Yearly Turnover			
Profit After Tax (PAT)			
Net worth			

Those with negative worth shall not be considered.

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority)
Designation
Membership No.
Mobile No.:-

Place of Issue :

Date of Issue :

(On the letterhead of the company/firm)

Details of Director(s) / Partner(s)

S.No.	Name of the Director/Partner	Residential Address	Mobile No. & Email ID