

**Date: 22-04-2025**

**Auction No. Millets-CAPF-1 FY 25-26 (BUY)**

**Terms & Conditions for auctions to be held for supply of millets to CAPFs on behalf of NAFED.**

NAFED invites technical and financial bids in password protected PDF files over email for auctions to be held as per below details from all the interested millers/traders for supply of millets to CAPFs.

The auction document can be downloaded from [www.nafed-india.com/auctions](http://www.nafed-india.com/auctions). NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.

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Name of Government Institution	CAPFs (Central Armed Police Forces)		
Commodity to be supplied	Millets (Bajra, Jowar & Ragi)		
Delivery locations	All CAPFs at their respective supply points all over India (The tentative details given in Annexure 'B')		
Pack size	50 Kgs New Jute Bags or as per purchaser		
Quantity (in Qtl)	Bajra – 21006 qtl Jowar – 20939 qtl Ragi – 20722 qtl		
EMD & SD	EMD – 2% of the total contract value (State Wise EMD as mentioned in Annexure 'B')		
	SD – 5% of the total contract value		
	The EMD has to deposited by all the interested millers/traders in the following bank account by 2 PM on 29.04.25 –		
	Beneficiary Name	NAFED	
	Saving Account No.	10060654277	
	Center (Location)	NEW DELHI	
	Bank	IDFC FIRST BANK	
	Branch	New Friends Colony Branch South Delhi	
IFSC Code	IDFB0020102		
Delivery timelines			
Submission of SD by the successful bidder	5 bank working days from date of award of contract/work order by NAFED to the successful bidder.		
Due date for completion of delivery of Millets	To be intimated with award letter/supply order and the supply of millets will be on monthly or two month or three-month requirement basis within 15 calendar days from the issue of supply order and the tentative details given in Annexure 'B'.		
Contract Period	FY 25-26		
Auction rules			
Bidding parameter	The Financial bid will include :  a) Every Bidder has to compulsorily bid for all the 3 commodities in each State. The format of submission of financial bid to be submitted in password protected PDF file, is mentioned in Annexure 'B'.  b) Cost of procurement, processing, packaging &		

	<p>transportation, per quintal of Bajra delivered upto delivery destination as mentioned in Annexure 'B'</p> <p>c) Cost of procurement, processing, packaging &amp; transportation, per quintal of Jowar delivered upto delivery destination as mentioned in Annexure 'B'</p> <p>d) Cost of procurement, processing, packaging &amp; transportation, per quintal of Ragi delivered upto delivery destination as mentioned in Annexure 'B'</p> <p>e) Any other expenses as per the terms &amp; conditions</p> <p>f) All duties including GST, works contract tax, local taxes, Income tax and other taxes and any other levies required by law including all taxes.</p>
<b>Bid Validity</b>	30 Calendar Days receipt of Supply order from CAPFs which ever is later and valid for complete contract period.

**Note:**

- a. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- b. This bid document shall be governed and construed in accordance with the Indian Laws.
- c. It may kindly be noted that Government of India, or CAPFs (Central Armed Police Forces) shall not be a party to this transaction.
- d. NAFED shall not be liable for any mistake made by the bidder(s) in punching the bids at the time of e-auctions. 25% of the EMD submitted by the successful bidder in such case shall be forfeited.
- e. No Suit, prosecution or any legal proceedings will be lie against NAFED or any official(s) of NAFED for anything that is done in good faith or intended to be done in pursuance of supply under this bid documents/e auctions.
- f. Quotes received for partial quantity shall be liable for rejection.

## GENERAL - TERMS AND CONDITIONS

### 1. Eligibility condition

1.1. The miller should have experience of trading/milling & supply of milled pulses/Food grains/FRK/Millet/Any other grocery items including sugar, refined oil, Atta/ration items to the Army/CPMFs (including ITBP & Assam Rifles)/State Governments /Central Government in the past.

1.2. The bidders shall provide the following documents –

- PAN Card – (Company/owner)
- Proof of Identity – Authorized person (Aadhar Card/Voter Identity/Passport)
- Proof of Address - {Mandi License/ Electricity Bill/ Telephone Bill/ Company registration certificate/ Latest bank account statement/ Shop & Establishment act certificate}
- Bank details- Cancelled cheque/ Latest Bank account statement/ Passbook front page (should have IFSC code)
- MOA / Partnership deed
- Board Resolution On letter head if Company
- One-year latest balance sheet and profit & loss
- One-year latest income tax return
- Certificate of registration under GST
- List of Directors / Partner require on letter head
- FSSAI License

1.3. It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entity(ies) while submitting their applications:

- a) The intending bidder(s)/applicant(s) is/are/was/were neither in litigation with Nafed at any point of time regarding any business and trade activity of Nafed nor was/were it/they ever blacklisted by Nafed on account of such litigation(s) or otherwise.
- b) Any of the present and past directors/proprietor/partners/ promoters etc of intending bidder(s)/applicant(s) was/were or is/are not part of such other and separate entity(ies) which was/were/is/are in litigation with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason.

1.4. If intending bidder(s)/applicant(s) is/are/was/were in litigation (s) with Nafed in present/past, it shall be incumbent upon such bidder(s)/applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.

1.5. If any of the applicant(s) /intending bidder(s) or their promoters are found involved in litigation(s) with Nafed whether in past and present or they have/had been blacklisted by Nafed or/and any of the promoters of intending applicant(s)/bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason, Nafed shall have sole discretion to decide on the selection of such applicant(s)/bidder(s) even if such applicant(s)/bidder(s) fulfilling eligibility criteria and Nafed's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

#### Note:

- i. The Bidders shall submit their eligibility and qualification details & supporting documents for the auction through email [millet@nafed-india.com](mailto:millet@nafed-india.com) latest by 2 PM on 29-04-2025. No password is required for technical documents.

- ii. Financial bids of only the technically qualified bidders will be opened. Financial bids should be in a password protected PDF file.

## **2. Quality Parameters of millets to be delivered**

- 2.1. The supplies from the successful bidder shall conform to the relevant Defence Food specifications, attached with this document.
- 2.2. The quality parameters other than those parameters mentioned in point 2.1 shall be in accordance with the specifications indicated in the Food Safety and Standards Act, 2019 and connected rules and rules framed there under from time to time and free from common deleterious matter. Supplies should be free from any added color and adulteration.
- 2.3. The successful bidder will be solely responsible for consequences with respect to any violation of the Food Safety and Standards Act, 2019 and rules framed there under from time to time.

## **3. Delivery of millets**

- 3.1. Millets to be supplied to the CAPFs shall be processed in the state-of-the-art facility. The successful bidder should ensure that the milling unit where millets will process must maintain FSSAI Standards. The millets shall be milled/processed and packed in hygienic conditions following food standards approved by the Government. The factors like clean floor, adequate light and ventilation, protection from fly/rodent/pest/bird proofing, potable water, proper disposal of wastes and safety will be ensured by bidders.
- 3.2. All the employees of the milling unit should be protected against communicable diseases with preventive inoculation/vaccination. Along with the Security deposit, the successful bidder shall also provide a self-declaration confirming that its milling unit adheres to laid down health standard of its employee.
- 3.3. The supply of millets will be on monthly or two month or three-month requirement basis as per demand of NAFED/ CAPFs and the tentative details given in Annexure 'B'. Final supply schedule for supply of millets will be intimated by NAFED to the successful bidder will have to complete supply of Millets (Jowar, Bajra & Ragi) within 15 calendar days from the issued date of supply order. The schedule may change as per demand of CAPFs/requirement of NAFED.
- 3.4. The successful bidder shall take all necessary steps to commence the packing, assaying, and dispatch of the tendered quantity and supply the millets as per the supply order.
- 3.5. The successful bidder shall be required to supply the total quantity as intimated by the NAFED/ CAPFs in supply order within the delivery period stipulated in the said Supply order.
- 3.6. Stocks are required to be dispatched by road/rail transport only upto destination at all CAPFs at their respective supply point all over India with minimum truck load quantity of 10 MT of all millets at your own expense by the bidder.
- 3.7. The bidder will provide samples of NABL approved millets to CAPFs at their respective supply points to check the quality of the millets supplied.
- 3.8. The bidders costing shall be all inclusive till the delivery at doorstep of CAPFs at their respective supply points all over India in minimum truck load quantity of 10 MT of millets.
- 3.9. The bidder has to supply millets with the NABL test report, lot number, truck number and details of reaching CAPFs at their respective supply points all over India and also the bidder have to do all dispatch details to [millets@nafed-india.com](mailto:millets@nafed-india.com) and also concerned NAFED branch through email.
- 3.10. The successful bidder shall take adequate precautions to prevent damage or deterioration to millets during storage/transportation.
- 3.11. The successful bidder shall be responsible and liable for any shortage, damages or deterioration to the consignment for delivered supplies in transit if the same is to be carried in their own or contractor's trucks / lorries to the destination.

#### 4. Packaging & labeling

- 4.1. Packaging - millets shall be packed in new virgin 'B' twill trade weight 50 Kg Jute Bags as per Bureau of Indian Standards specification No IS: 16186-2014 for Testing and Quality check. The bags will conform to the following dimensions: -

Sl.	Characteristic	Requirement	Tolerance
i)	Outside Length (cms)	94	+ 4 cms
ii)	Outside Width (cms)	57	+ 4 cms
iii)	Ends per dm (Nos)	64	+ 4/-3
iv)	Picks per dm (Nos)	28	+ 2/-2
v)	Corrected mass (in gms)	580	+ 8%/-6%
vi)	Average breaking strength	1.570	
vii)	Average scam strength	1.420	
viii)	Max Moisture Regain %	22%	
ix)	Max oil content on dry	03%	

- 4.2. Quality Specifications. Each Bag shall contain 50 Kgs net of millets with permissible variance in line with the legal metrology (Packed Commodities) Acts, 2009 and Rules 2011.
- 4.3. The mouth of each bag will be double machine stitched with suitable thread.
- 4.4. Labeling & marking - Tagging of bags shall contain the name "Specially packed for CAPF". The following particulars shall be stenciled on one side of each bag:-
- Description of Contents (in 5.0 to 6.0 cm characters)
  - Net weight
  - Month of packing
  - Supplied by NAFED
  - Warranty expiry Month
  - SPECIALLY PACKED FOR CAPFs
  - Green/Veg Logo

#### 5. Assaying & Testing

- 5.1. Millets will be approved for acceptance on the basis of the Quality Control Certificate to be furnished by the successful bidder.
- 5.2. The successful bidder at their own cost shall appoint an independent assaying agency for quality inspection of the stocks to be delivered to all CAPFs at their respective supply points all over India and details given in Annexure 'B'. The inspection and sampling of the stock will be conducted in presence of representative of NAFED and/or any agency appointed & authorized by NAFED, after the stocks have been processed and packed as per the requirement of CAPFs.
- 5.3. The Quality Control Certificate by successful bidder will be based on the quality report provided by successful bidder after getting the processed millets lab tested from any reputed NABL accredited laboratory at its own cost.
- 5.4. The successful bidder shall ensure that the millets stocks are in accordance with the terms and conditions of this contract and fully conform to the required specifications as specified as per relevant annexure.
- 5.5. The quality of millets will be checked at CAPFs at their respective supply point by a Board of Officers detailed by the DG, CAPFs or any other officer on his behalf.
- 5.5.1. The random samples of millets, taken from each lot of supply of millets, may be got lab tested from any reputed NABL accredited Lab so chosen by NAFED/CAPFs.

- 5.5.2. The quality certificate issued by this lab shall have precedence over the quality certificate issued by lab under arrangement of successful bidder.
- 5.5.3. If the samples are not found conforming to the relevant Defence Food Specifications complete lot of supply will be rejected by NAFED/CAPFs.
- 5.5.4. NAFED/ CAPFs may reject the supply in whole or in part if in his opinion they are not in all respects in accordance with this contract.
- 5.6. The successful bidder shall not charge or be paid for rejected supplies as above, and such supplies shall be removed by successful bidder at their own expense. The successful bidder will be allowed to remove rejected supply only after they have supplied replacement as per condition of this contract against rejected supply.
- 5.7. The successful bidder shall neither claim nor be entitled to payment for any damages that rejected supplies may suffer for cutting, tearing or any other harm incidental to a full proper examination and test of such supplies.

## 6. Submission of bids

- 6.1. The bidder shall submit the bids Over email id: [millets@nafed-india.com](mailto:millets@nafed-india.com) by 29-04-2025, 2:00 PM. The contact details (Mobile Number) of the authorised person should be included in the email body while submitting the financial bid in password protected PDF file. On the date of financial bid opening (29.04.25, 3 PM onwards), the authorised person will be contacted over phone to provide the password by the Constituted Committee.
- 6.2. The bid should consist of 2 parts:
  - i. **Technical Bid**, carrying all documents in support of his eligibility as per clause A of this auction document and proof of payment of EMD through Bank Transfer, mentioning UTR No, date of deposit and amount.
  - ii. **Financial Bid**, should be submitted in password protected PDF file. The contact details of the person authorized to possess the password of the bid file should be mentioned in the body of the email communication sent for submission of the bids
- 6.3. The Financial Bid will include:
  - a) Every Bidder has to compulsorily bid for all the 3 commodities in each State. The format of submission of financial bid to be submitted in password protected PDF file, is mentioned in Annexure 'B'.
  - b) Cost of procurement, processing, packaging & transportation, per quintal of Bajra delivered upto delivery destination as mentioned in Annexure 'B'
  - c) Cost of procurement, processing, packaging & transportation, per quintal of Jowar delivered upto delivery destination as mentioned in Annexure 'B'
  - d) Cost of procurement, processing, packaging & transportation, per quintal of Ragi delivered upto delivery destination as mentioned in Annexure 'B'
  - e) Any other expenses as per the terms & conditions
  - f) All duties including GST, works contract tax, local taxes, Income tax and other taxes and any other levies required by law including all taxes.
- 6.4. **Financial bid of only technically qualified parties/ bidders will be opened**
- 6.5. **The financial bid will be opened on 29-04-2025 at 3 PM onwards by the Constituted Committee**
- 6.6. NAFED shall not be responsible for any mistake done by the successful bidder in punching the bids during the time of e-auction. 25% of the EMD submitted by the successful bidder in such case shall be forfeited.
- 6.7. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.

## 7. LD Clause

- 7.1. In case the bidder is unable to deliver millets covered under the contract within a period of 15 days NAFED is liberty to obtain the product from alternate sources at the risk of the bidder.
- 7.2. Without prejudice to the terms and conditions of the contract note, if the supplies as per demand of consignee are not materialized within stipulated Delivery Period, as given the supply order or when only a portion of

stores ordered is delivered before delivery date, the CAPFs/NAFED reserves to right to:-

- a) Give maximum of 15 days extension for delivery of non-materialized supply provided a request from the bidder is received prior to expiry of delivery Period for such extension duly justifying reasons for non-delivery of items by stipulated date and also explaining as to how he will manage to give the delivery of supply within this extended Delivery Period.
  - b) Allow extension of delivery period subject to the recovery from the bidder for agreed liquidated damages of sum equivalent to 0.5% of the price of delayed supplies quantity for each week for which extension is sought by the bidder. The maximum LD shall be limited to 10%
- 7.3. If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the NAFED may, without prejudice to other rights of the NAFED resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Supplier to proceed with any or all of the remaining part under the contract to be performed. In such eventuality NAFED shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice.
- 7.4. If the Supplier fails to deliver the millets either in full or in part, within the prescribed delivery period, the NAFED shall be entitled at its discretion to take alternate procurement action, at the sole risk and cost of the supplier for the unsupplied portion of the millets without canceling the contract in respect of the millets not yet due for delivery, or to cancel the contract based on progress of work, including millets not due for delivery, and, if thought fit/necessary, to purchase the millets at the sole risk and cost of the Supplier. NAFED can source the millets are completing the supplies either by conducting the milling or BUY auction. The price differential in case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. NAFED may forfeit the EMD/Security deposited by the supplier to recover the risk purchase. In case the EMD/Security amount falls short, NAFED will have the liberty/option to recover the losses/difference from any other dues if any payable to supplier in any other account.

## **8. Shelf Life**

- 8.1. All varieties of millets (Bajra, Jowar and Ragi) proposed to be supplied will carry "Shelf Life" of Six (6) months from the date of supply at all CAPFs at their respective supply points all over India and the tentative details given in Annexure 'B' for soundness, wholesomeness and fitness for human consumption provided the millets after supply by successful bidder are properly stored in ambient conditions by all supply points. A certificate to this effect will be submitted by the successful bidder along with every consignment of every to NAFED. The supply of Millets (Bajra, Jowar and Ragi) will be on monthly or two month or three-month requirement basis.

## **9. EMD and Security Deposit**

- 9.1. The successful bidder must deposit EMD @ 2% of the estimated total contract value before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to non-fulfillment or not meeting the conditions attached to the bid, shall be returned immediately on closure of bidding.
- 9.2. EMD of the successful bidder would be retained by NAFED and will be refunded upon confirmation of receipt of Security Deposit submitted by the successful bidder to NAFED.
- a) The successful bidder will have to submit Security Deposit of 5% of the total contract amount to NAFED either in form of Bank Guarantee or Demand Draft from any nationalized/ scheduled bank or through NEFT/RTGS to NAFED within 5 bank working days on the issue of supply order.
  - b) The successful bidder may offer NAFED to retain 2% EMD submitted at the time of bid submission as Security Deposit and provide additional Security Deposit of 3% of the total contract amount to NAFED either in form of Bank Guarantee or Demand Draft from any nationalized/ scheduled bank or through NEFT/RTGS to NAFED.

9.3. The successful bidder may offer NAFED to adjust EMD i.e., @2% of contract value on auction Quantity of the successful bidder against the Security Deposit amount i.e., @ 5% of ordered value on ordered quantity, provided that the EMD remains within 5% of the order value & SD to be collected from millers as and when the 2% EMD value gets exhausted.

- 9.4. The Security Deposit must be submitted to NAFED in original within 5 Bank working days of acceptance & approval of bid for the contract to the successful bidder.
- 9.5. The Bank Guarantee to be submitted to NAFED should be issued from any nationalized/ scheduled Bank which shall remain valid up to the one month extra from date of expiry of warranty period of the millets supplied by the successful bidder for the concerned order.
- 9.6. Any short fall in quantity as per award letter will amount to violation of the contract and result in forfeiture of Bank Guarantee/Security Deposit in full, subject to discretion of NAFED.
- 9.7. Release of Security Deposit – Security Deposit shall be released after expiring of warranty period without receipt of any quality complaint from CAPFs.

#### **10. Other Terms & Condition**

- 10.1. The bidder will have to undertake the work on their own, they cannot sub-contract to any third party.
- 10.2. The bidder will have no tripartite liability for NAFED in this contract.

#### **11. Taxes applicable**

- 11.1. All the transactions under this contract shall be subject to applicable taxes/GST as per the governing laws.

#### **12. Documentation and payment**

- 12.1. Upon successful delivery of the millets, the bidder shall raise sale invoice including cost of raw material, packing, handling, transportation, quality testing, taxes, duties, levies etc. to the NAFED concerned branch.
- 12.2. It is hereby agreed and accepted between the parties that, NAFED shall pay to the successful bidder and the successful bidder shall be entitled to receive from NAFED, for the supply of millets by successful bidder to all CAPFs at their respective supply points all over India and the tentative details given in Annexure 'B', a charge equal to quantity of millets accepted at CAPFs by the supply rate agreed between NAFED and the successful bidder, after deducting any charges imposed/deducted as penalty by CAPFs and/or penalty imposed by NAFED.
- 12.3. Payment shall be made by NAFED after receipt of payment from CAPFs to NAFED.

#### **13. Acceptance of terms and conditions**

- 13.1. By submitting the tender fees and/or EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract as well as the empanelment agreement executed with NAFED along with all the corrigendum / addendum if any.
- 13.2. The successful bidder shall submit a stamped and signed copy of this document in original along with the Security Deposit to the State Head of the concerned branch of NAFED.

#### **14. Tolerance Clause**

- 14.1. NAFED reserves the right to increase or decrease the quantity of the required millets up to +/- 25% limit at its discretion as per requirement from CAPFs in supply order without any change in the terms and conditions and prices as promulgated. While awarding the contract, the quantity ordered can be increased or decreased by NAFED.
- 14.2. NAFED may also offer to extend the order quantity beyond 25% subject to consent of the bidder.

#### **15. Interpretation of the clauses in this tender documents**

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



## **16. Force Majeure**

- 16.1. If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document 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 fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative . 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.
- 16.2. 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.
- 16.3. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall 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 India 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.

## **17. Indemnification**

- 17.1. The successful bidder shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Service Provider in respect of the services provided etc., whatsoever.

## **18. Damages**

- 18.1. If the goods are not delivered within the due date of delivery, the successful bidder shall be liable to pay to NAFED on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

## **19. General Provisions**

- 19.1. Governing Laws: This contract will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this contract may be brought in a court at New Delhi.
- 19.2. Compliance with Laws, Notifications etc: Supplier confirms that it has entered into this transaction with the full knowledge and understanding of this Contract and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the Supplier has familiarized itself with all the aforesaid and other applicable contracts, arrangements, undertakings, conditions on inspection of the documents with the NAFED.
- 19.3. Further Assurances: The parties hereto shall cooperate with each other, both during and after the term of this contract, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this contract.
- 19.4. Severability: If any provision of this contract is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 19.5. Waiver: Not a limitation to enforce

- a) Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.
  - b) Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'Supplier or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Contract will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NAFED, and the NAFED shall not be deemed to have waived any of its rights, or any provision of this Contract, or any notice given hereunder, unless such waiver be provided in writing by NAFED, and any waiver by the NAFED of any breach by the Supplier of the Contract, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Contract.
- 19.6. No Assignment: Neither party may assign or transfer its rights or obligations under this contract without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the contract, without the prior written consent of the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this contract shall be binding upon such assignees.
- 19.7. Right to amend terms and conditions:
- a) The Supplier agrees and understands that terms and conditions of the Contract may be modified/amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the 'Procuring Society.
  - b) The NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Contract and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this contract, if any, executed between the parties.
- 19.8. Notice: Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc. 7 days after the date of mailing.
- 19.9. Entire Contract: This contract together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire contract between the parties relating to the subject matter hereof. This contract supersedes all prior understandings, contracts and documentation relating to such subject matter. No supplement, modification or amendments of this contract shall be binding unless executed in writing by both parties in this contract. In the event of conflict of provisions of the main body of the contract and attached annexure, specification or other materials, this contract shall take precedence.

## **20. Applicable Law, Jurisdiction and Dispute Resolution:**

- 20.1. This document shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this contract and parties to this contract agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- 20.2. All or any disputes arising out or touching upon or in relation to the terms of this contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.
- 20.3. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

## **21. NOTICE OF DISCLAIMER**

- 21.1. The information contained in this contract note or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as "NAFED Representative") is provided on the terms and conditions set out in this contract note document and all other terms and conditions subject to which such information is provided.
- 21.2. No part of this contract note and no part of any subsequent correspondence by NAFED, or NAFED 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.
- 21.3. The contract note document has been prepared solely to assist prospective Applicants in making their decision to get empanelled with NAFED. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this contract note is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to a Applicant, 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 contract note.
- 21.4. Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this contract note document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Applicants have to undertake their own studies and provide their bids.
- 21.5. This contract note 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 Project in relation to which it is being issued.
- 21.6. The information and statements made in this contract note document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. 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.
- 21.7. The contract note document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NAFED 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 contract note document.
- 21.8. NAFED reserves the right to reject all or any of the application submitted in response to this contract note at any stage without assigning any reasons whatsoever.
- 21.9. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED 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 Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- 21.10. NAFED reserves the right to modify, suspend, change or supplements this contract note at any stage. Any change to the contract note will be notified to all the Applicants to whom the contract note is issued.
- 21.11. Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

## **22. PREVENTION OF FRAUD AND CORRUPTION**

- 22.1. The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Supplier agree and undertake to observe the principles/ provisions as laid down in "Holiday Listing Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- 22.2. The Supplier shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 22.3. The Supplier shall not enter with other supplier into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- 22.4. The Supplier shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Supplier will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- 22.5. The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- 22.6. The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

**23. Holiday Listing**

- 23.1. NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this Agreement, NAFED's Policy of Holiday Listing is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come(s) within the ambit of the said policy, NAFED 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.

**24. Integrity Pact**

- 24.1. The bidder/supplier shall have to enter into an Integrity Pact with NAFED as per the attached format.

**SPECIFICATIONS AND ALLIED TECHNICAL DETAILS: BAJRA/JOWAR/RAGI****Quality**

The Bajra/Jowar/Ragi shall be well hulled, lightly milled and under polished, clean, uniform in size and colour, sound, sweet and wholesome. The Bajra/Jowar/Ragi shall be free from moulds or other infections, live infestation, colouring agents, obnoxious smell, poisonous substances, *Argemonemexicana* and kesari in any form and all other impurities.

The Bajra/Jowar/Ragi shall be of good quality and the cooked grains shall retain their individuality as opposed to pasty or lumpy characteristics. The cooked Bajra/Jowar/Ragi shall have pleasant taste and flavour and be free from any objectionable odour. It shall be in sound, merchantable condition and shall also conform to FSSAI rules.

**Packaging**

The Bajra/Jowar/Ragi shall be packed in New Virgin 'B' Twill Trade Jute/Plastic 20/25/50 Kg Bags as per Bureau of Indian Standards specification No IS :16186:2014 for Testing and Quality check. The bags will conform to the following dimensions:-

<b><u>S/No</u></b>	<b><u>Characteristic</u></b>	<b><u>Requirement</u></b>	<b><u>Tolerance</u></b>
(a)	Outside length (cms)	94	+4cms.
(b)	Outside Width (cms)	57	+4cms.
(c)	Ends per dm (Nos)	64	+4/-3
(d)	Picks per dm (Nos)	28	+2/-2
(e)	Corrected mass (ingms) 580 percent/-6 percent.		+8
(f)	Average breaking strength	1.57	
(g)	Average scam strength	1.42	
(h)	Max Moisture Regain 22 Percent.		

### Percentage

- (j) Maxoil contentondry03 percent
- (k) The mouth of each bag will be turned over first to a depth of min 18 mm and thento a depth of 20 mm, forming three layers with minimum 12 stitches of strong 03 plyjute/plasticwine.
- (l) EachBagshallcontain net20/25/50KgsofBajra/Jowar/Ragi.

### **Marking**

Thebagsshallbestenciledononesideasfollows: -

- (i) Bajra, Jowar and Ragi(In5.0to6.0cmcharacters).
- (j) Netweight.
- (k) Month ofpacking.
- (l) Nameofsupplier.
- (m) Warranty expiry Month
- (n) SPECIALLY PACKED FOR CAPFs.

### **Inspection**

An inspection shall be carried out by the Director General,ITBPF, or an officeracting on his behalf, on all supplies tendered for acceptance. The decision of this officer shallbefinal.

Bajra/Jowar/Ragishallconform tothefollowinganalysis:-

SerNo	Parameter	Limit
(a)	MoistureContent(notmorethan,%by Mass)	13.0forwholegrains 13.0fordehulledgrains
(b)	ExtraneousMatter	Organic extraneous Matter - 0.50 Inorganic extraneous Matter - 0.25
(c)	Otherediblegrains(notmorethan,%b ymass)	1.5
(d)	Grains with serious defects. (Grain in whichthe cotyledon has been affected or attackedbypests;grainswithveryslig	0.5

	httracesofmould or decay; or cotyledon staining.) (notmorethan, %bymass)	
(e)	Grainswithslightdefects.(Grainswhi chhavenotreachednormaldevelopm ent;grainswithextensiveseedcoatsta ining,withoutthecotyledonbeingaffe cted;grainsinwhichtheseedcoatissr inkled,withpronouncedfoldingorbro kenrain)(notmorethan, %bycount)	5.0
(f)	WeevilledGrains,(notmorethan, %bycount	2.0
(g)	ImmatureandShrivelledgrains(notm orethan,% bymass)	3.0
(f)	Uricacid(notmorethan,mg/kg)	100''

### **Method of Analysis**

The methods of analysis are to be followed as given in BIS Specification No IS: 4333(Part I of 1996 reaffirmed 2005) for refractions and Part-I 2002 for moisture contract).

### **Mandatory Requirementsof FSSAI/BIS**

All mandatory requirements of FSSAI/BIS, as amended from time to time, pertaining to the above Specification including marking of BIS certification mark for container / contents. Best Before \_\_\_\_, coloured symbol for declaring vegetarian and non-vegetarian food etc on packs shall be complied with.

Item	Reason for rejection
Sorghum (Jowar Flour)	(1) Not adequately processed in total aerobic count above specification limit.
Pearl Millet (Bajra Flour)	(1) Not adequately processed in total aerobic count above specification limit. (2) Sample not free from bitter taste.
Finger Millet (Ragi Flour)	(1) Not adequately processed in total aerobic count above specification limit. (2) Same not free grittiness.

**Annexure B**  
(on letter head of the bidder)

**(Delivery Locations, amount of EMD to be deposited and Format for Financial Bids to be submitted in password protected PDF files)**

State (To be supplied to multiple locations within the States, shall be communicated in Award letter)	Qty in Qtls.			Total Qty (Qtl)	EMD to Be deposited	Rate quoted (Rs./Qtl) inclusive of all expenses, all duties, GST, works contract tax, local taxes, Income tax and other taxes and any other levies to the commodities		
	Bajra	Jowar	Ragi			Bajra	Jowar	Ragi
Jammu & Kashmir	5078.4	5002.7	4607.4	14688.5	1406332			
Delhi /NCR	1509	1474	1344	4327	414283			
Punajb, Haryana & HP	285	281	276	842	80616			
Rajasthan	415	571	344	1330	127339			
UP and Uttarakhand	1165	1144	1119	3428	328209			
Bihar	603.6	594.6	583.6	1781.8	170596			
Jharkhand	1519	1445	1301	4265	408347			
MP	863	836	778	2477	237157			
Chattisgarh	2897	3060	3216	9173	878257			
West Bengal	485	461	427	1373	131456			
Orissa	582	604	600	1786	170998			
Maharashtra & Gujarat	971	944	855	2770	265210			
Andhra Pradesh and Tamil Nadu	1087	945	1207	3239	310114			
Karnataka	326	364	840	1530	146488			
Assam and Meghalaya	1664	1701	1703	5068	485229			
Imphal	1258	1223	1224	3705	354730			
Agartala and Mizoram	298	289	297	884	84637			
<b>TOTAL</b>	<b>21006</b>	<b>20939</b>	<b>20722</b>	<b>62667.3</b>				