

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD (NCCF)

(UNDER THE ADMINISTRATIVE CONTROL OF MINISTRY
OF CONSUMER AFFAIRS GOVT. OF INDIA)

**"DEEPALI BUILDING, 5TH FLOOR, 92- NEHRU PLACE,
NEW DELHI-110 019**

GLOBAL TENDER FOR PURCHASE OF PULSES

TENDER NO: NCCF-I&E-09-2009-10

DATED: 3rd Dec., 2009

CLOSING ON 8th Dec., 2009

TERMS & CONDITIONS OF TENDER

1. INVITATION FOR BIDS:

NCCF of India Limited, New Delhi, invites bids for import of Pulses as per the terms and conditions prescribed hereunder:-

2. ITEM :

Offers are invited from interested exporters for supply of yellow peas of Canadian Origin. Approx. quantity required is 6000 MTs. for delivery duly packed in 50Kg. PP Bags ex-port in Nhava Sheva by end of December, 2009.

3. SPECIFICATIONS:

As per Annexure-I.

Note: Quality can be increased or decreased at the sole discretion of the buyer.
CY denotes crop year.

4. PRICE:

Price to be quoted in Annexure-II in US Dollars PMT net delivered weight and quality basis on C&F. s on the following terms of payment:

(i) 100% payment at Sight through L/C on presentation of documents to the bank.

And/or

(i) 100% payment through usane L/C for 120 days. Shipment by container.
Discharge port either Eastern and/or western coast/ports.

The evaluation and finalization of offers received shall be made on the basis of the lowest landed cost of import of pulses.

5. PACKING:

Pulses are required in bags packed in new 50 KGs net. weight seaworthy PP bags of uniform quality and weight capable to withstand 50 KGs net. weight and multiple handling. Bags to be machined stitched with marking of "NCCF LIMITED" printed on the outer PP Bag.

6. COUNTRY OF ORIGIN:

Country of Origin should be mentioned in the Bid.

7. VALIDITY:

Bid must remain valid upto 5 days from the opening date of tender.

8. BID MONEY:

- a. Bid shall be accompanied by a Demand Draft or Bank Guarantee (on prescribed form at Annexure V) equivalent to 3% (three percent) of the C&F value of the bid quantity in US\$ or equivalent in INR.
- ^{A.} b. bid Money of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to conditions attached to the bid(s), will be returned within Fifteen (15) days of opening of tender to them.
- c. Bid money of successful bidder shall be retained till completion of the contract and shall be stand forfeited if he fails to provide performance guarantee as per terms of tender.

9. DEVIATIONS:

Bidder should submit a separate statement along with the Bid giving deviations, if any, (as per Annexure-III) with respect to the terms of this tender which, inter-alia, should also include any deviation with respect to the quality parameter(s). Acceptance of the deviation shall be at the sole discretion of the Buyer.

10. SUBMISSION OF BIDS:

The offer complete in all respect addressed to The General Manager, NCCF LIMITED, Deepali Building, 5th Floor, 92 - Nehru Place, New Delhi-110 019, India should be submitted in sealed envelope latest by 15 hrs. IST on Tuesday 8th December, 2009 at the above address.

The tender shall be opened at 15 hrs. IST on same day i.e 8th Dec., 2009 in the Board Room of NCCF, 5TH Floor of their office premises at the above address. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Offers should be submitted as per price bid format provided at Annexure-III.

The following may also be complied with

- (a) The local agent of the bidder duly authorized by his principal, may submit offers, negotiate and sign contracts and other documents. In case of any litigation and/or arbitration between NCCF and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.
- (b) Each page/document must be signed by the Bidder.
- (c) The Buyer reserves the right to split/reduce/increase the quantity.
- (d) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.
- (e) Offer(s) incomplete or deficient, received late and/or not accompanied by Bid Money/EMD may be rejected at the discretion of the Buyer.
- (f) The Buyer reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason there for.

- (g) Negotiation: On opening of bids, buyer reserves the right of negotiation with unsuccessful bidders also in case additional quantity requirement, if not sufficiently met by lowest bidder (L-1)

11. DOCUMENTS CONSTITUTING CONTRACT

The Invitation of Bids, the terms and conditions of Tender, Offer of the Bidder/Supplier and Letter of Acceptance issued by the Buyer along with any amendment issued prior to signing of contract shall constitute the Contract between the Buyer and the Seller.

12. PERFORMANCE GUARANTEE

- (i) Successful bidder shall furnish a Guarantee for due and satisfactory performance of the Contract, equal to 5% (five percent) of the value of the contracted goods in US Dollars in the form of
- a. Bank Guarantee from a Prime Bank to be furnished in the prescribed format as per Annexure – IV.
- OR
- b. Bank Draft or Pay Order (payable at New Delhi, India) in Favour of “NCCF LIMITED”
- (ii) The Performance Guarantee shall be furnished within five (5) calendar days of the date of acceptance of the Bid by the Buyer and shall be valid till 30 days from the last date of the shipment.
- (iii) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.
- (iv) Bid money of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee within the stipulated period.

13. FORFEITURE OF PERFORMANCE GUARANTEE

1. The Buyer reserves the right to forfeit the Performance Guarantee if the Seller –
 - a. Fails to supply the goods within the specified period.
 - b. Commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Contract.
2. The Performance Guarantee will be released to the Seller on successful and satisfactory execution of the Contract. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of the release.

14. LETTER OF CREDIT (DOCUMENTARY CREDIT)

The Buyer shall establish in favour of the Seller an Irrevocable Letter of Credit in US Dollars for 80% value of the contracted quantity as per period of payment to be agreed/sight through a scheduled bank in India within 7 Banking days or earlier, after receipt of the required Performance Guarantee along with the complete information required from the Seller including contract duly signed by the seller, for opening of the L/C. The delay in furnishing the information will be on Seller's account.

20% payment shall be released on delivery of packed and duly weighting scale weight as per the contract.

15. FUMIGATION

- a) The consignment must be treated by appropriate fumigant in the container, prior to sailing strictly in accordance with the instructions as given in Order 'Plant Quarantine (Regulation of Import into India) Order 2003" with schedules and subsequent amendments.
- b) Seller must ensure conformity to quality requirements pertaining to poisonous weed seeds, Mycotoxins, Argemone Mexicana and Lathyrus Sativa, Uric Acid, Rodent Hair and excreta etc.

16. INSPECTION

1. The Buyer will appoint SGS, Geneva being a Pre-Shipment Inspection Agency (PSI). The total cost of Pre-Shipment Inspection Agency shall be borne by the Seller.
2. The Seller shall, on receipt of letter of confirmation from the Buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and also shall ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.
3. The PSI shall draw required number of representative samples jointly with the Seller if present at that time and other attending agencies, in accordance with the International Trade Practice, prior to loading of cargo tendered by the Seller for shipment/dispatch and shall issue certificate.
4. The results of the test in terms of quality and weight shall be deemed to be loaded at load port/ dispatch station and shall be binding on both the Buyer and the Seller for payment.
5. The offered stock shall be rejected if it does not meet any of the specifications or Characteristics.
6. The PSI shall allow sailing/dispatch after proper airtight sealing of the container.
7. PSI shall allow loading of the cargo into container after due satisfaction that the container is fully fit for the loading of cargo, in accordance with the tender terms and conditions. In case of any violation PSI may refuse to accept the container.
8. For Quantity, quality, weight, packing etc. PSI to ensure that the consignments conform to Indian Plant Protection and Quarantine requirements and issue a certificate to that respect in addition to the certificate issued by Government authorized agency of country of origin.
9. PSI to ensure that the consignment conform to Indian Plant Protection and Quarantine Requirements and issue a certificate to that effect in addition to that certificate issued by Govt. authorized agency of the country of origin.

17. INSURANCE

- a) The goods will be insured by the Buyer. The Seller shall, within 24 hours of sailing of the vessel inform The General Manager, NCCF OF INDIA LIMITED, NEW DELHI, India by Fax (No. +91 11 26412811), e-mail address nccf@rediffmail.com and telephone no. (+91 11 26228282) and the

Insurance Company nominated by the Buyer, the following details of the shipment/dispatch:

- i) Name of the Vessel
 - ii) Sailing/departure date
 - iii) Port of Shipment/port of dispatch
 - iv) Invoiced quantity and value of goods, Bill of Lading(s)
 - v) ETA of vessel at Indian Port
- b) This will be followed by airmail or courier advice accompanied by a copy of each of the related Invoices and Bills Of lading. Number of the open policy cover supplied to the Seller by the Buyer shall be quoted in the Commercial Invoice.

18. **POST LANDING SURVEY**

1. In case of any damage to the cargo or any shortages found at discharge port, the damage or the loss will be borne by the seller. The buyer will have no liability for any such losses due to container/vessel etc. However, joint survey, to find any reasons for such loss/damage can be done
5. The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to The General Manager as per address given in para 10 above.

19. **PAYMENT**

- a. 80% payment by Irrevocable non-transferable letter of credit for the agreed period/sight..
- b. The letter of Credit shall be negotiable against the following documents:
 - i. Seller's signed Commercial Invoice in three (3) originals with three (3) copies for goods shipped on the basis of shipped weight showing inter alia quantity/description, quality of Pulses shipped, price and net Invoice value..
 - ii. Complete set of Original 'Clean on Board' Bill of Lading, marked "FREIGHT PREPAID", made out to order of opening bank and blank endorsed, notify party "APPLICANT". Bill of Lading(s) to be signed by Master of the Vessel or by a named agent for and on behalf of the Master or the Owner of the Vessel. In case of shipment in containers, Bill of Lading to be marked "14 days free Container detention allowed at Discharge Port". Only Master/Carrier bill of lading is to be presented.
 - iii. Certificate of Pre-shipment inspection regarding quality, quantity/weight & packing by the inspection agency nominated by the Buyer. Copy of the letter/E-mail from Buyer nominating inspection agency is also required to be presented.
 - iv. Certificate issued by the authorized Govt. Agency that cargo is free from levels of radiation stipulated.
 - v. Certificate issued by the Govt nominated Official Agency in the Country of Origin/Surveyor that the cargo is fit for human consumption.
 - vi. Certificate of origin issued by Chamber of Commerce in Country of Origin.
 - vii. Original Phytosanitary certificate in conformity with accepted international convention and phytosanitary regulation of India. Following additional declarations are required to be incorporated in the phytosanitary certificate that the consignment(s) conforms to Plant

- Quarantine (Regulations of Import into India) Order 2003 with subsequent schedules and amendments.
- viii. Fumigation certificate certifying that the cargo has been fumigated in containers/holds of the vessel prior to sailing.
 - ix. Copy of Fax advising shipment particulars in accordance with para (18).
 - x. Health certificate for the goods shipped should be sent alongwith other documents.
- c. Bank charges outside India, if any, to be borne by the Seller.
 - d. All Bank charges in India connected with opening of L/C, increasing its amount and also Bank charges connected therewith will be for the Buyer's account. In case any amendment is desired by the Seller, the expenses shall be for the Seller's account.
 - e. L/C can be confirmed at Beneficiary's request. The confirmation charges shall be borne by beneficiary.

Documents presented within the validity of L/C shall be acceptable.

Stale Bill of Lading shall not be acceptable. Commercial Invoice and B/L of the Seller and other documents of the Third Party are acceptable.

L/C to be valid for negotiation for 21 days after shipment.

20. DOCUMENTS

The Seller shall send by fax/email, followed by courier, to The General Manager, NCCF LIMITED, New Delhi, India as per address given in para (11) above, three sets of non-negotiable documents prior to the arrival of vessel. The Seller shall also ensure that original shipping documents presented to the negotiating bank are received by the L/C opening bank in India before arrival of the cargo. If these documents are not received by Buyer's bank before the cargo arrival, the Seller shall instruct the shipper to deliver the consignment to NCCF against NCCF's own Letter of Indemnity and instruct the Shipping Agent accordingly.

21. FORCE MAJEURE

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the

Seller/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances.

22. LIQUIDATED DAMAGES

In the event seller fails to effect delivery as per agreed delivery schedule the buyer is entitled to a rebate of US\$ 1.00 PMT per day subject to a maximum of two weeks whereafter buyer will be free to rescind the contract and in addition

claim liquidated damages @ US\$ 15 PMT for the undelivered quantity. In addition, Bid Guarantee/ Performance Guarantee will be invoked and forfeited.

23. DAMAGES:

If the goods are not delivered within the contracted period of delivery, the seller shall be liable to pay to the Buyer on demand without any question whatsoever, damages on account of risk purchase and extra expenditure, less of revenue or less of industrial production in the Buyer's country and loss of other benefits to the buyer. The quantum of such damages will be determined at the sole discretion of Buyer.

24. CANCELLATION OF CONTRACT

If the seller fails to deliver the goods within specified delivery period for reasons other than Force Majeure, the Buyer shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Buyer shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

25. ARBITRATION

In case of any dispute arising out of or in connection with this agreement, the same shall be referred for sole arbitration to the Managing Director of NCCF for his nominee, whose decision shall be binding on both the parties. The Arbitration Conciliation Act, 1996 with any statutory modification or re-enactment thereof shall apply to such proceedings. Venue of Arbitration shall be New Delhi and only competent courts at Delhi shall have jurisdiction in the matter.

26. JURISDICTION

In case of any dispute/matter pertaining or touching to this agreement shall be subject to the legal jurisdiction of law applicable in Delhi/New Delhi.

ANNEXURE- I

7. YELLOW PEAS

COLOUR	Fai
OTHER COLOUR	2 % MAX
FOREIGN MATTER	0.5 % MAX
SPLIT (BROKEN)	6 % MAX
DAMAGE GRAIN	5 % MAX
MOISTURE	14% MAX

GENERAL

PLEASE NOTE ALL THE PULSES QUOTED SHALL BE FROM CURRENT SEASON'S CROP AND SHALL BE SOUND, SWEET, CLEAN WHOLESOME, FREE FROM MOULDS/FUNGUS, LIVE INSECTS OBNOXIOUS SMELL, ARTIFICIAL COLOUR ADMISTURE OF UNWHOLESOME SUBSTANCE AND SHOULD BE OF REASONABLE UNIFORM SIZE, SHAPE AND COLOUR CHARACTERISTICS.

ALL REQUIREMENTS OF PLANT QUARANTINE (REGULATION OF IMPORT INTO INDIA) ORDER 2003 OR ANY AMENDMENTS THEREOF TO BE STRICTLY ADHERED TO, FAILING WHICH THE CONSIGNMENT WILL STAND REJECTED.

FOR ALL ABOVE PULSES, MYCOTOXIN INCLUDING AFLATOXIN NOT TO EXCEED 0.03 MILLIGRAMS PER KILOGRAM.

RADIO ACTIVE CONTAMINATION, IF ANY, WITHIN PERMISSIBLE INTERNATIONAL LIMITS.

ANNEXURE – II

PRICE BID

Name of Bidder:

Address:

Tel No. _____ Fax No. _____

E mail : _____

Contact Person

PRODUCT: Reference Annexure – I

Item	Packing	Country of Origin	Specifications	Quantity (MT)	Unit Price/MT USD C&F FO

DETAILS OF BID MONEY

Demand Drafft/Bid Bond No. & Date	Name of Bank	Amount (USD)

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfillment of the contract.

Name, Designation & Signature of the Bidder

ANNEXURE-III

DEVIATIONS FROM TENDER TERMS

(A) TECHNICAL SPECIFICATIONS

AS PER TENDER	DEVIATION

(B) COMMERCIAL TERMS :

AS PER TENDER	DEVIATION

**Name & Signature of the Bidder
With seal of Designation**

ANNEXURE – IV

PERFORMANCE GUARANTEE Format

(To be executed by any Prime Bank in India on Stamp paper of Rs 100/-)

M/s NCCF LIMITED
Deepali Building (5th Floor.),
92- Nehru Place,
New Delhi-110 019.

1. Against Contract No./LOI _____ Dated _____ entered into between NCCF LIMITED (hereinafter called the Buyer) and M/s _____ (hereinafter called the Seller) this is to confirm that at the request of the Seller, we _____ Bank unconditionally and irrevocably guarantee to pay to the Buyer immediately on its first demand, the amount of US\$ _____ without any protest or demur, contestation or reference to the Seller, if the Seller fails to perform all or any of its obligations under the said contract/LOI. The decision of the Buyer in writing to the bank that the seller have failed to perform all or any of its obligations under the contract shall not be questioned and be final and conclusive. The said amount of US\$ _____ will accordingly forthwith be paid without any conditions or requirement of our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer from the date of demand to the date of payment.

2. It is fully understood that this guarantee is effective for the period upto _____ and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Buyer.

3. We, _____ Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract/LOI or extend time of performance by the Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said seller and/or forebear to enforce any of the terms & conditions relating to the said contract and we, _____ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said seller or for any forbearance and/or commission on the part of the buyer, or any indulgence by the buyer to the Seller or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.

4. We _____ Bank further agree that the guarantee herein contained shall not be effected by any change in the constitution of the said Seller/Buyer.

5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in New Delhi, India.

This Guarantee will be valid for invocation in India upto _____ (midnight).

FOR _____ BANK
ACCEPTED

Annexure-V.

BID – BOND PROFORMA

(On a stamp paper of Rs 100/- to be executed by any International Bank through its Branch Office in New Delhi)

M/s NCCF LIMITED
92-DEEPALI, (5TH FLOOR),
NEHRU PLACE,
NEW DELHI-110 019

Dear Sirs,

WHEREAS M/s _____(offeror) has offered to supply a quantity of _____MT of Pulses to NCCF LIMITED and the offeror is required to submit a Bid Bond of 3% of the full value of the tender as a guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by NCCF LIMITED, New Delhi the amount of US\$ _____, in case the offeror wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said offeror.

2. Any such demand in writing made by NCCF LIMITED shall be conclusive and binding on in respect of any dispute or difference raised by the offeror. On receiving the demand from NCCF LIMITED the payment shall be made immediately failing which interest @15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till 18th June 2009 in New Delhi.
3. Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ _____(US Dollar _____only) and it will remain in force upto _____in India till midnight____unless a claim under the Guarantee is filed against us on or before midnight in India till _____, all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. We, Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the offeror and any change in the constitution of said offeror/NCCF LIMITED.

DATED:
PLACE:

FOR
BANK