

FORMAT GR-01

Agreement (on stamp paper of Rs.50).

1. This Deed of Agreement made this _____ day of _____ Year _____ between the National Cooperative Consumers' Federation of India Ltd, having its registered office at Deepali, (5th Floor), 92, Nehru Place, New Delhi – 110 019 represented by its Branch Manager, Shri _____ (hereinafter called the NCCF, which expression shall wherever the context so admits, means and includes its successor or successors in office and assigns) of the ONE PART and M/s. _____ have its registered office at _____ represented by Shri _____ its Partner/director (hereinafter called the SUPPLIER which expression shall wherever the context so admits, means and includes its successor or successors in office and assigns) on the OTHER PART.
2. Whereas the NCCF is desirous of purchasing a quantity of _____ MTs of _____ as per specification in the enclosed Annexure-I for onward supply to the _____ as per the purchase contract No. _____ dated _____ (between the NCCF and the _____), important terms and conditions of which are enclosed herewith at Annexure-II.
3. AND WHEREAS the SUPPLIER offered vide their letter dated _____ to supply _____ as per specific specifications to NCCF for onward supply to _____.
4. AND WHEREAS the NCCF and the SUPPLIER have agreed upon the terms and conditions for supply of _____ mts of _____ at the rate of Rs. _____ per Mt (Rs. _____) net which are inclusive of all taxes and levies. The rates are FOB/Truck cut dispatching station.
5. AND WHEREAS the NCCF and the SUPPLIER have agreed to execute an Agreement setting out the terms and conditions agreed to between them.
6. NOW THIS DEED OF AGREEMENT WITNESSES:
 - 1) The SUPPLIER shall procure _____ MTs of _____ as specified in the Annexure 'I' to this Agreement, on behalf of the NCCF for supply the same to the _____).

- II) The SUPPLIER shall supply the agreed quantity of _____ strictly within the delivery period as specified below.

(delivery schedule)

.....

.....

The above mentioned time schedule is the essence of the Agreement.

- III) The rate finalized & agreed is Rs. _____ per Mt. (Rupees _____) for _____ FOB dispatching station and inclusive of all taxes and levies. The above mentioned rate includes cost of new/serviceable gunnies. All expenses including insurance, loading, unloading, packing material, local expenses upto destinations would be borne by the Supplier.
- IV) The stock of _____ should be delivered in new or sound serviceable/gunnies as per specifications of the _____. Stocks supplied in other than the said specifications shall be rejected.
- V) The payment will be made minus quality cut, for the goods actually received at the destinations and on presentation of the following documents and on the following conditions:
- a) Supplier's Bill in duplicate on the basis of the confirmed rates.
 - b) Acknowledgements issued by the authorized officials of NCCF/_____ duly indicating the weight and quality certificate issued by NCCF/_____ officials at unloading points.
 - c) In case of non-availability of GTRs for any reason at the receiving stations, the Supplier shall arrange for unloading of the consignment at their risk.

- d) In case GTRs/RRs are not received by the _____ authorities before arrival of stocks, demurrage, wharfage and other charges, if any, incurred at the unloading points should be borne by the Supplier.
- e) Payments will be made to the Supplier by NCCF after receipt of payments from _____ by account payee cheques. If payment is desired by DD, charges for the same would be debited by NCCF to the account of the Supplier.

7. THE supplier is required to pay an amount of Rs. _____ (Rupees _____ only) towards Security Deposit by way of Bank Draft/Bank Guarantee against the contracted quantity of _____ for the due performance in all respect. The security deposit/bank guarantee will be kept with NCCF till satisfactory completion of the contract. The security deposit paid by the SUPPLIER will not carry any interest.

8. It is agreed that the security amount/bank guarantee deposited by the Supplier shall be liable to forfeiture on failure to supply the goods in terms of this agreement. The amount will stand forfeited if the Supplier resiles from the terms of agreement or commits default of the terms of the contract in any manner. The NCCF will also have the right to recover the losses if any suffered on this account from this amount. NCCF shall have the right to make risk purchases and recover the additional losses if any. The stocks rejected at any level or at any point of time shall have to be accepted back by the Supplier at their risk and cost.

9. It shall be responsibility of the Supplier to complete the supply of tendered quantity within the stipulated period. If the Supplier fails to supply the stock of _____ within the stipulated time, it shall be open to the NCCF to purchase the stock of _____ from any other sources at the risk and responsibility of the Supplier and claim any loss suffered by the NCCF due to the failure of the Supplier to deliver the stocks within the stipulated time.

10. The above mentioned clause will also be applicable in the case of part supply by the Supplier.

11. It is agreed that NCCF will be at liberty to forfeit the stocks, if any, lying in the custody of NCCF either in full or in part, for any violation of this agreement and for the losses and also to claim further damages for loss, if any sustained by the NCCF.

12. In the event of the value of the stock being insufficient to cover the losses/deficits if any, the balance amount recoverable shall be deducted from any sum that is due or which may at any time thereafter become due to the Supplier. Should that sum also not be sufficient to cover the full amount recoverable, the Supplier shall pay the NCCF on demand, the balance amount due.

13. Any penalty imposed by the _____ for quality cut, weightment shortages, delayed supplies or for an other reason, will be acceptable to the Supplier and the amounts will be recovered from them.

14. The person signing this agreement or any other document forming part of the agreement on behalf of the Supplier shall be deemed to warrant that he has the authority to bind the Supplier in such matter pertaining to contract including the arbitration clause and if it is found that the person concerned has no such authority, the NCCF may without prejudice to other civil and criminal remedies, terminate the Agreement and hold the signatory liable for all cost and damages.

15. The NCCF reserves the right:

- I) To waive or modify any of the terms and conditions of the agreement with written consent of the Supplier.
- II) To terminate the agreement with the Supplier at any time during the currency of deal, whenever it is proved that the performance of the Supplier is detrimental or not satisfactory in the interest of NCCF or if the Supplier is negligent of the entrusted work or is convicted for criminal misconduct, is declared insolvent or is an un-discharged insolvent or has been detained and committed misconduct under

any law, without prejudice to the right of the NCCF. The NCCF shall have the right to proceed against the Supplier for recovery of losses and damages.

16. In the event of any dispute arising in respect of this Agreement including the interpretation of any of the clauses in the agreement, the matter shall be referred to a person appointed as the Arbitrator by the Managing Director of the NCCF. The decision of the Arbitrator shall be final and binding on both the parties.

17. It is agreed that any dispute arising out of non-fulfillment of any of the terms & conditions in this Agreement will be subject to the jurisdiction of the Courts in Delhi/New Delhi only.

In WITNESS THEREFOR Shri _____, Branch Manager, National Cooperative Consumers' Federation of India Ltd, acting for and on behalf of NCCF and Shri _____ acting for the Supplier sign this agreement on this day, month and year first above written.

WITNESSES

For the National Coop. Cons. Fed. of India Ltd.

1. _____

2. _____

Branch Manager.

For _____

1. _____

2. _____

Partner/Director/Authorized Signatory.

(Note: Annexures I & II of the agreement are to be prepared locally as per the tender conditions/specifications).

BANK GUARANTEE BOND

In pursuance of the agreement dated _____ between the National Cooperative Consumers' Federation of India Limited (NCCF) and M/s. _____ (Suppliers), for supply of _____ MTs. of _____ (hereinafter called 'the said agreement'), a Security Deposit of Rs. _____ for the due fulfillment by the said supply is to be provided as per the terms and conditions contained in the said agreement. We _____ Bank (hereinafter referred to as the Bank) at the request of _____ (Supplier) do hereby undertake to pay the NCCF an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the NCCF by reason of any breach by the said supplier of any of the terms and conditions contained in the said agreement.

2. We (_____ bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the NCCF stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NCCF by reasons of breach of the said supplier of any terms and conditions contained in the said agreement or by reason of the supplier's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the NCCF any money so demanded not withstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitration relating thereto, our liability under this present being absolute and un-revocable. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder, and the supplier(s) shall have no claim against us for making such payment.

4. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NCCF under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NCCF certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ Bank further agree that the NCCF shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said supplier from time to time or to postpone any time or from time to time any of the powers exercisable by the NCCF against the said supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of NCCF or any indulgence by the NCCF to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This will not be discharged due to the change in the constitution of either the Bank or the supplier.

7. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NCCF in writing.

8. Notwithstanding anything stated to the contrary contained hereinafter our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and our guarantee shall remain in force

until _____ . Unless an action to force a claim under this guarantee is filed with us on or before _____ all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities as there under.

Dated the _____ day of _____, 20__.

Name of the Bank _____

Authorised Signatory _____

Place:

Dated:

Sale confirmation letter

Ref. No. _____

Dated _____

M/s. _____

Sub: Sale of _____.

Dear Sir,

With reference to your offer dated _____ and subsequent negotiation held on _____, we hereby confirm the sale of _____ qtls/bags of _____ at the rate of Rs. _____ per qtl net/gross tax paid/tax unpaid on truck-cut/builtcut/ex-godown delivery basis against which 10% security deposit i.e. Rs. _____ has been deposited vide cheque/DD No. _____ dated _____ drawn on _____ bank. The time is the essence of this sale contract and the stipulated time for taking the delivery must be complied with, which is _____ in this case.

2. The delivery of the stock will be made at _____ (Name of the godown) after receipt of balance payment in this office by DD/Pay order within two working days from the date of this letter.
3. In case the balance payment is not made within the above mentioned period, extension of time upto seven days may be granted by the NCCF on your specific request in writing, subject to payment of godown rent, interest and other expenses (if any) wherever applicable for quantity confirmed. If the payment is not made within such extended period, the deal will stand cancelled automatically and your security deposit of Rs. _____ will stand forfeited.
4. No complaint/claim of any type will be entertained after confirmation of bargain and delivery of the stocks.
5. All deliveries may be taken on cent percent weightment basis.
6. In case of imposition of any government levy, the same will have to be paid by you.

7. NCCF shall not be liable for delivery of the goods, if such delivery is not possible on account of situations beyond its control.

8. The bargain has been confirmed through Shri _____acting on your behalf alongwith Shri _____(broker).

Thanking you,

Yours faithfully,

(Name of the Branch Manager).

Accepted.

For and on behalf of _____

Name: _____

Signatures: _____

Name of the agent : _____

Signatures : _____

**PROFORMA OF THE APPLICATION FORM FOR
REGISTRATION AS SUPPLIER OF THE NCCF.**

(to be filled up on Manufacturer's/supplier's letter head.)

1. Name of the manufacturer/supplier
(Address and phone No.) _____

2. VAT/Sales Tax Registration No. _____
3. Brand Names and details of
goods offered _____
4. Names of States where products are
offered for sale _____

5. Pricing:-
 - a. Company Issue Price: _____
 - b. Wholesale Price: _____
 - c. Maximum retail prices (inclusive
of taxes). Please enclose price
List: _____

 - d. Trade Discount: _____
 - e. Quantity Discount: _____
 - f. Cash Discount: _____
 - g. Any other Discount: _____
 - h. Validity period of prices: _____
6. Delivery Period/Time required; _____
7. Terms of Payment: _____

8. Name & Address of the bankers: _____

9. Permanent Account Number: _____
10. DECLARATION:
 - (a) We agree to replace the slow moving items supplied by us with the fast moving items or to take back the unsold stocks.
 - (b) We undertake to give rebate on the unsold stocks in the event of reduction of prices.

- (c) We shall be fully responsible for the quality of the stocks supplied by us and ensure necessary Warranty/Guarantee. We will comply with the package commodities Act., 1977 and the PFA Rules/ISI specifications.
 - (d) We certify that the prices quoted by us are the lowest and the terms and conditions offered to you are the best from our side. We undertake not to make any upward revision of the prices without prior notice and specific consent of the NCCF. In case of reduction in the rates and introduction of any incentive scheme, we undertake to inform the same to the NCCF first.
 - (e) We will attend to the customer complaint, if any, promptly as and when required.
 - (f) We certify that we have never been black-listed by any Govt. Agency.
 - (g) It is certified that none of our proprietors, directors or their relatives are connected with the Management of the NCCF.
 - (h) We agree to take payment for our stocks from the NCCF after the same is received by the NCCF from its buyers.
11. We enclose herewith a cheque DD for Rs. _____ towards interest free security deposit alongwith the following documents:
- i) Company profile with ownership details (list of Directors/partners etc.)
 - ii) Registration certificate.
 - (iii) Affidavit in the prescribed format.
 - (iv) Audited Accounts for the last 3 years.
 - (v) Income Tax Return for last financial year.
 - (vi) List of existing main customers.
 - (vii) Copy of PAN.
 - (viii) Copy of TIN.
 - (ix) Copy of VAT/Sales Tax Registration Certificate.
 - (x) Current price list of standard branded items showing issue price to NCCF and corresponding MRP.
 - (xi) A copy of the existing rate contract with DGS&D (if any).
 - (xii) Microsoft Certificate (if applicable).
 - (xiii) Authorization/Power of Attorney from the manufacturers to deal with the NCCF (if any).
 - (xiv) Any other information/relevant documents.

AFFIDAVIT
(on stamp paper of Rs.10/-)

I, Shri _____ S/O Shri _____ resident of _____

_____ do hereby solemnly affirm and declare as under:

1. That I am Proprietor/Partner/Managing Director/Chairman of M/s. _____ and I am authorized and competent to file this affidavit to the NCCF on behalf of the above named company.
2. That the contents in the application form from Sl. No. 1 to 11 are correct and binding on us.
3. That we are the Manufacture/Distributor of the items to be supplied to the NCCF under the brand name(s) of _____.
4. That the rates quoted by us are the lowest and most competitive in comparison to similar products in the market. We shall be solely responsible for any complaint regarding rate/quality of items supplied by us and undertake to make good losses, if any to NCCF out of our dealing with the NCCF.
5. That neither I nor any Partner/Director/Officer of our concern is related with any Director/Officer/employee of NCCF.
6. That in case of any dispute relating to this offer/contract/supply, the matter shall be referred to Sole Arbitration of the Managing Director NCCF or his nominee who shall act as the Arbitrator. The decision of the Arbitrator will be final and binding on us.
7. That the information and documents given with the application to the NCCF for our registration with NCCF as approved supplier are true and correct. In case any discrepancies are found, we should be solely responsible for the same.

DEPONENT

VERIFICATION:

Verified at _____ on this day ____ of _____, that the content of above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed and fabricated in the information provided in the application form for registration as supplier of the NCCF.

DEPONENT

**LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH
THE APPLICATION FOR REGISTRATION OF SUPPLIER.**

- i) Company profile with ownership details (list of Directors/partners etc.)
- ii) Registration certificate.
- (iii) Affidavit in the prescribed format.
- (iv) Audited Accounts for the last 3 years.
- (v) Income Tax Return for last financial year.
- (vi) List of existing main customers.
- (vii) Copy of PAN.
- (viii) Copy of TIN.
- (ix) Copy of VAT/Sales Tax Registration Certificate.
- (x) Current price list of standard branded items showing issue price to NCCF and corresponding MRP.
- (xi) A copy of the existing rate contract with DGS&D (if any).
- (xii) Microsoft Certificate (if applicable).
- (xiii) Authorization/Power of Attorney from the manufacturers to deal with the NCCF (if any).
- (xiv) Any other information/relevant documents.

REGISTER OF APPROVED SUPPLIERS

S. No.	Registration No.	Name of Supplier	Date of Registration	Validity Period	Commodity group for which registered	Remarks
1						
2						
3						
4						
5						
6						
7						
8						

LETTER OF REGISTRATRION

Ref. No.: _____

Dated: _____

M/s. _____

Sub: **Registration for supply of _____ " Registration No. _____**

Dear Sir,

Please refer to your application dated _____ for registration as an approved supplier of NCCF and subsequent discussions held on the subject. We are pleased to register you as an approved supplier of NCCF for supply of captioned products to the user departments on the following terms and conditions:

- That you will supply your products as per the quality specifications as per price list submitted by you.
- That the prices will be inclusive of forwarding, insurance charges and FOR destination basis up to the receiving end. The prices are inclusive of NCCF service charges.
- That you will allow us the service charges on the supplies made to the Departments/institutions at the NCCF's approved rates which shall be deducted while releasing payment to you.
- That items supplied by you shall be covered by necessary warranty/guarantee as per manufacturers policy.
- That you will not offer your enlisted products directly to any Government Departments/Public Sector Undertakings/Institutions and all such

supplies should be through NCCF only during the currency of this arrangement.

- That the payment to you will be made on realization of sale proceeds by NCCF from its buyers.
- That you will offer only those products to NCCF for which arrangements have been made with you.
- That NCCF will take part in the tender floated by various institutions/Govt. Departments from time to time and quote the rates in consultation with you. However, to make the offer most competitive, you will be quoting special rates for such tenders so as to make such offers competitive.
- That you will be responsible for execution of the indents as per instructions and to the satisfaction of the indenting institutions.
- That you will be responsible for any complaint with regard to rates, quality, quantity/warranty of the items supplied by you and the same will be attended to promptly and to the entire satisfaction and requirement of the user departments.
- That you will offer us quantity discount and incentives etc. as and when declared.
- That in case of any dispute in the supply, the Managing Director of NCCF or his nominee will be sole arbitrator and his decision will be binding on both the parties.
- That in case, any legal action against the Government Department/other organization for recovery of unpaid dues is to be taken, expenditure to be incurred on the same will be borne by you.
- That this arrangement will remain valid up to _____, on expiry of which the arrangement may be reviewed and extended further on mutual consent.

10/10/10

- That in case you resile from the execution of the order as per agreed terms, NCCF shall be free to procure the goods from other source at your risk and cost.

Thanking you,

Yours faithfully,
For National Coop. Cons. Fedn. of India Ltd.,

(_____)

Accepted

Authorized Signatory
Designation

FORMAT GM-04

TIN/Sales Tax No. _____

Phone No. _____

Fax No. _____

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD
(NAME OF THE BRANCH _____)

Ref. No. _____

Dated: _____

Dear Sir,

With reference to your enquiry No. _____ dated _____ asking for the rates of the following materials, we are pleased to quote our lowest rates shown against each item:

S.No.	Particulars	Specifications/Brand Name	Unit	Rates(Rs.) / per unit	Rate of VAT/Taxes

Terms & Conditions:

1. Rates are FOR your godown at _____ in marketable lots.
2. The VAT shall be extra as applicable.
3. The rates are subject to change in case of change in Govt. levies etc.,
4. The delivery will be effective within _____ days from the receipt of your confirmed order.
5. The validity period this offer is upto _____.
6. Payment will have to be made within 10 days from the date of invoice, failing which interest @ 1% per month will be charged.

Yours faithfully,

(Prepared by)

(Checked by)

(Branch Manager)

National Cooperative Consumers' Federation of India Limited

Address:

Telephones:

DELIVERY ORDER CUM CHALLAN

No. _____

Date _____

M/s.....
.....
.....

Consignor: National Coop. Cons' Fed of India Ltd; _____
Reference/Order No. Dated.....
Party Code No. Dated.....
TIN Dated.....

Please acknowledge the stocks as per the details below:

Carrier's Name & Address

Vehicle No. Dated.....

GTR/RR No. Date..... Destination

S. NO.	DESCRIPTION OF GOODS	BRAND/SPECIFICATIONS	QUANTITY
Please Always Quote our Bill No. or Challan No on all future Correspondence.			

"ACKNOWLEDGEMENT OF STOCKS"

WE ACKNOWLEDGE THE RECEIPT OF STOCKS AS PER DETAILS ABOVE IN SOUND CONDITION. QUALITY AND QUANTITY VERIFIED AS PER OUR PURCHASE ORDER.

SIGNATURE OF RECEIVING OFFICER.....
NAME,
DESIGNATION,
DATE.....

For National Cooperative Consumers Federation of India

E.&O.E.

ASSISTANT MANAGE

SEAL

REGISTRATION OF BUSINESS ASSOCIATES

APPLICATIONS ARE INVITED FROM MANUFACTURERS/AUTHORIZED VENDORS, DISTRIBUTORS AND DEALERS OF OFFICE USE ITEMS SUCH AS STATIONERY, COMPUTERS, OFFICE AUTOMATION ITEMS, FURNITURE AND FIXTURES ETC. FOR REGISTRATION OF SUPPLIERS TO SUPPLY GOODS TO GOVT. DEPARTMENTS. INTERESTED PARTIES MAY APPLY FOR REGISTRATION IN THE PRESCRIBED FORM, WHICH CAN BE OBTAINED FROM OUR LOCAL BRANCH OFFICE ON PAYMENT OF RS.500/- BETWEEN 9.30 A.M. TO 5.30 P.M. ON ALL WORKING DAYS. FORMS COMPLETE IN ALL RESPECT SHOULD BE SUBMITTED TO THE UNDERSIGNED OR THE CONCERNED BRANCH OF NCCF. NCCF RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OFFER.

GENERAL MANAGER(C&M)

Agreement between NCCF and the Suppliers/dealers.

This agreement is made this _____ day of _____ 200__ between M/s. National Cooperative Consumers' Federation of India Ltd, (NCCF), to be referred to as the first party, through its Branch Office _____ having their registered office at Deepali (5th Floor), 92, Nehru Place, New Delhi - 110 019 and M/s. _____ to be referred to as the second party.

1. Whereas the first party is the apex Federation of Consumer Cooperatives in India registered under the Multi State Cooperative Societies Act and engaged in marketing of various items of consumer goods and services through its network of branches in different states all over the country.
2. Whereas the second party is registered under (legal status of the party) having its office at _____.
3. Whereas it has been mutually agreed between the parties above mentioned that the second party shall act as the facilitator/supplier of consumer goods identified by the first party to the fair price shops(FPS) in the districts of _____ in the state of _____, on behalf of the 1st party at the terms and conditions mentioned hereinunder:
 - (i) That the FPS to whom the goods are to be supplied may be identified by the 1st and 2nd parties either individually or jointly. The 2nd party will inform the names of FPS selected by them to the 1st party.
 - (ii) That the 2nd party will collect the orders of goods from the concerned FPS and place the supply order of the identified goods meant for onward supply to FPS, with first party.
 - (iii) That the second party shall receive the consumer products from the manufacturers/distributors, hereinafter referred to as the 3rd party as per the indents placed by the first party, on its behalf with

acknowledgement duly signed, stamped with date on the delivery challan of the 3rd party.

- (iv) That for supplies of identified products by the 3rd party, the second party will make the payments to the 3rd party, as per instructions of the 1st party.
 - (v) That all supplies to FPS shall be in accordance with applicable guidelines and taxes.
 - (vi) That all goods will be covered under transit insurance from the point of dispatch by the manufacturers/distributors to the point of delivery to the fair price shops at the risk of the carriers. The 2nd party has to ensure the same.
 - (vii) That the 2nd party will deposit payments received from the FPS with the 1st party within two (2) working days. The 1st party will settle the payments due to 2nd party on completion of supply of goods, on fortnightly basis.
4. This agreement will be valid for a period of one year from the date of signing which may be extended for a further period of one year on expiry and soon, at such or amended terms and conditions as may be mutually agreed between the parties.
 5. This agreement can be terminated by the either party upon three months' written notice.
 6. Both the parties mutually agree that if any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remaining clauses of the agreement or part thereof or the application to other persons, entities or circumstances shall not be affected.
 7. Both the parties mutually agree that the covenant obligations and conditions herein entered shall be binding on and shall be applicable to the heirs, legal representatives and assign of the parties hereto.

8. Both the parties mutually agree that this agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by both the parties hereto.
9. Both the parties will submit the name(s) of the person(s) duly authorizing them to sign, deliver and submit papers/documents in respect of the transactions of business.
10. All disputes and differences between the parties hereto in any way relating to or arising out of or concerned with any of the provision hereof or anything done in pursuance thereof shall be referred to the sole arbitrator, the Managing Director of the first party or any person nominated/appointed by him and the award made by such arbitrator shall be final and binding on both the parties hereto and their respective heirs, assigns, successors and legal representatives and such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act or such law relating to arbitration for the time being in force. The place of arbitration will be at the place of agreement.

In witness thereof the parties hereto have put their hands and seal on the day, month and year hereinabove mentioned.

Place: _____

For National Coop. Cons. Fed. of India Ltd.

For M/s. _____

(_____)
Authorized Signatory

(_____)
Authorized Signatory

Witnesses:

Witnesses:

1.

1.

2.

2.

PROFORMA.

**APPLICATION FORM FOR OPENING OF FRANCHISEE
UNIT IN BUSINESS COLLABORATION WITH REGISTERED
SUPPLIERS/BUSINESS ASSOCIATES
OF NCCF.**

- 1. Name of Registered Supplier : _____

- 2. Office address & Tel. No. of Registered Supplier. _____

- 3. Address of premises where Franchisee to be opened _____

- 4. Area of premises (in sq.ft.),(A : _____
copy of map of premises to be duly signed by registered supplier to be enclosed). _____
- 5. Tel. No./Fax. No./E-Mail ID of premises at serial No. 3. _____

- 6. Mention whether premises is owned by registered supplier or taken on lease/rent _____

- 7. Please mention whether premises offered for showroom is in shopping or commercial complex or in a residential area _____

That I/We have read the terms and conditions, copy of which is enclosed herewith(*) for opening of retail showroom by NCCF and the same are agreeable to us. The documents as prescribed at annexure **FU-01 A** are enclosed.

Signature _____

Designation _____

Place:

Date:

(*) Note: Enclose a statement containing paras 7.2 to 7.11 from chapter 7 of these guidelines (opening and running of Franchisee Units)

**LIST OF DOCUMENTS TO BE SUBMITTED
ALONG WITH APPLICATION.**

- a. Authority letter to sign the Franchisee and Affidavit.
- b. Application duly filled in (IN Format **FU-01**)
- c. Copy of Agreement with NCCF as registered supplier.
- d. Copy of allotment letter/lease agreement/rent agreement whichever is applicable of the premises offered for retail showroom duly attested by a Notary. The lease agreement/rent agreement should be valid for a minimum period of 3 years from the date of application.
- e. Map of premises.

**DRAFT AGREEMENT
ON STAMP PAPER OF RS. 10/-**

This agreement is executed on this ___ day of _____ between National Cooperative Consumers Federation of India Limited, New Delhi (**NCCF**), a Cooperative Society registered under the Multi State Cooperative Societies Act, 2002 having its registered office at 92- Deepali (5th Floor), Nehru Place, New Delhi-110 019 (Herein after called the **FIRST PARTY**) on the FIRST PART and M/s. _____, a Partnership Firm/company (Status of the firm) having its registered Office at _____ New Delhi (hereinafter called the **SECOND PARTY**) on the SECOND PART.

WHEREAS the First Party has decided to open a franchisee unit for sale of stationery and other office use articles including electrical and electronic goods/paper and paper products/computers consumables/computer stationery/furniture/ computer peripherals/hardware and reflection boards/sundry items etc. at _____, the premises provided by the Second Party and WHEREAS Shri. _____, the Branch Manager of the First Party is duly authorized by the Managing Director of the FIRST PARTY to sign this agreement

AND WHEREAS Sh. _____ S/O _____ R/O _____, and owner/partner/Director of the Second Party, is authorized to sign the agreement.

NOW BOTH THE PARTIES AGREE TO BIND THEMSELVES ON THE FOLLOWING TERMS AND CONDITIONS:

1. The First Party will open a franchisee unit in the premises of Second Party situated at _____, for retail sale of the items mentioned above.

2. That the Second Party undertakes to provide services like availability of above mentioned items and other allied services from retail outlet to the clients of First Party, to the satisfaction of the clients/concerned persons/departments.
3. The Retail Counter shall be furnished/set-up according to the requirement of the First Party by the Second Party for retail sale of the goods.
4. All electricity and water charges and other charges/taxes concerning the premises shall be borne by the Second Party exclusively.
5. The display board of First Party will be put up at the main entrance as per specification of the First Party. The display/sign board of any other party will not be permitted at the premises.
6. The stock for retail sale will be provided by the Second Party as required by the First Party from time to time and will also be responsible for the inventory management.
7. The retail sale shall be made by the employees of the First Party only. The Second Party shall not object to deputing staff of the First Party for sales depending upon the quantum of business from time to time. However, Second Party may provide at their own cost & expenses the technical personnel as may be required for providing technical know-how and details of the items to the buyers.
8. The Second Party shall be solely responsible for all the claims, wages etc. of staff deputed by them and shall ensure timely deposit of all the statutory contributions such as PF/ESI contribution or any other obligations of like nature, which may be applicable from time to time. Second Party shall also comply with all other statutory requirements in respect of office management and sale of the goods.

9. The prices of goods/items will be as per First Party approved price list, as may be revised from time to time.
10. The working hours for the retail counter shall be from 10.00 a.m. to 7.0 p.m. except on weekly holidays and other local holidays applicable under the Local Shops & Establishment Act.
11. The First Party's margin shall be at prescribed rate on different products as fixed by the first party from time to time.
12. The entire set of documents of sale/purchase must be submitted to the First Party on fortnightly basis strictly in a manner that sale/purchase data and CST/VAT data of a month are incorporated in the books of accounts latest by 10th of Next Month.
13. The entire sale proceeds will be collected by the Staff of the First Party for depositing in the Bank on daily basis.
14. The Payments to Second Party against sales will be released by the First party after deducting its margin within 5 days on realization of payment from the buyers/consumers of the goods in respect of credit sales. Cash sale proceed will be settled on monthly basis by 7th of each month.
15. The premium of insurance of stocks shall be borne by the Second Party.
16. The Second Party will supply reputed/branded items of the high quality duly approved by the First Party and shall be responsible for replacement of the items sold, if found defective by the buyers. Second Party will ensure 100% satisfactory after sales service to the clients on behalf of the First Party as per terms of sale. Second Party shall fully indemnify First Party against all claims, damages, losses relating to or arising from the sale of the products or in any manner concerned with or touching this agreement.

17. Products of standard make or of international brands duly approved by First Party will be sold and displayed at the counter. The Second Party will sell only goods of those brands for which they are authorized by the manufacturers/distributors on behalf of the First Party. Unbranded and low value items may be sold as per specifications and prices fixed by the First Party.
18. The Second Party should have authorization from the manufacturers/ approved distributors for supply of major branded items. In absence of such authorization, the franchisee, have to ensure proper back to back arrangement (with the source of supply for after sales service).
19. The standardization of items specially the non-branded items should be ensured by the Second Party in consultation with the First Party for minimizing the scope of complaint, which arises mostly due to quality/deficiency and rates of goods supplied to the indenting institutions.
20. The Second Party undertakes to compensate the First Party and any concerned 3rd Party from and against all losses, risks due to claims of infringement of patent, designs, copyright, trademark, quality or other claims due to defects in the goods supplied and service rendered.
21. The First's Party stationery such as letter heads, quotation forms, DIs, invoices and visiting cards will not be used by Second Party for any purpose. The correspondence with the buyers shall be entered into only by the authorized staff/employee of First Party. Second Party shall not directly approach the buyers except where authorized by the First Party to do so.

22. Second Party will not directly quote the rates to any Government Departments/Institution or will not participate in any tender floated by the Govt. Dept./Institutions. Such action will lead to outright cancellation of this agreement.
23. The validity of this agreement shall be upto_____ renewable for further period on mutually agreed terms and conditions. However, the either Party will be free to terminate the agreement by giving one month's written notice to the Second Party at any time without assigning any reason whatsoever.
24. In the event of termination of the agreement or its expiry, the balance unsold stocks shall be taken back by the Second Party on "AS IS WHERE IS BASIS" against acknowledgement. The account of the Second Party shall be settled within a period of one month and a "NO DUES CERTIFICATE" will be issued by the Second Party.
25. Second Party agrees to pay the refundable interest free security amount of Rs. _____ to the first party.
26. In case any legal action against the Government Department(s)/ other organizations is to be taken in future for recovery of unpaid dues not covered under any deficiency of services on the part of the Second Party, then the expenditure to be incurred on legal action/litigation will be borne by the 2nd Party.
27. In case of any dispute arising out of or in connection with this agreement, the same shall be referred for sole arbitration of the Managing Director of the First Party or his nominee, whose decision shall be final and binding on both the parties.

IN WITNESS WHEREOF the parties put their respective signatures up to this agreement in the presence of the witnesses mentioned below.

WITNESSES:

Signature of authorized signatory
For Name of First Party

1. _____

2. _____

WITNESSES:

Signature of authorized signatory
For Name of Second Party

1. _____

2. _____

AGREEMENT

THIS AGREEMENT entered on this ____ day of _____ BETWEEN NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LIMITED, hereinafter referred to as "NCCF", a National level Cooperative Organization, registered under the Multi State Cooperative Societies Act, having its Head Office at Deepali (5th Floor), 92, Nehru Place, New Delhi- 110 019 and its Branch office at _____ which expression unless repugnant to the context shall include its successors, representatives and assignees on the FIRST PARTY

AND

The _____ Marketing Society Ltd., a Cooperative Society, registered under the West Bengal Cooperative Societies Act, having its office at P.O. _____ District _____ Pin _____ hereinafter called as "The Society/Agent" which expression shall unless otherwise repugnant to the context or meaning thereof includes and always be deemed to include its successors and assigns of the SECOND PART.

AND

M/s. _____ Rice Mill, a partnership firm (or any other legal status) having its registered office at Village _____, Post Office _____ P.S. _____ District _____ and Rice Mill at Village _____ Post Office _____, PS _____, District _____, _____, represented through its Executive Officer/Director/Attorney, Sri _____ by the General Power of Attorney given by the

Proprietor/Executant – Shri _____ hereinafter called as MILLER or LINKED RICE MILLER of NCCF which expression shall unless otherwise repugnant to the context or meaning thereof includes and always be deemed to include its successors and assigns of the THIRD PART.

WHEREAS the Food & Supplies Department, Government of West Bengal has appointed the NCCF as State Agent for procurement of Paddy of Fair Average Quality under Minimum Support Price (MSP) and custom milling of rice under the Decentralized Procurement Scheme for the Kharif Season _____.

AND WHEREAS, NCCF being awarded with the right to procure either by itself or through its agents and/or nominee _____ MTs Paddy from fresh crop as per the specification of FCI/Government of West Bengal on MSP plus Bonus, as per accepted offer contained in their letter dated _____.

AND WHEREAS NCCF the party hereto of the First Part hath appointed M/s. _____, the Miller hereinafter also called Linked Rice Miller the party hereto of the Third Part interalia on the terms and conditions to carry into effect the work for conversion of paddy into CMR (Parboiled/Raw Rice) in accordance with the specifications of FCI and/or Government West Bengal.

AND WHEREAS in terms of the power vested in it, the First Party hath appointed the Miller, the Third Party hereof who are also called the Linked Rice Miller for conversion of paddy into CMR (Parboiled/Raw Rice) as per the specification issued on that behalf by the FCI/State Government on the basis of the agreed terms and conditions contained in Annexure-II hereto.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

A. PROCUREMENT AND MILLING OF PADDY:

- (I) THAT the SOCIETY (Paddy Procuring Agent), the party hereto of the Second Part will procure Fair Average Quality (hereinafter called the "FAQ") paddy as per specifications annexed hereto Annexure-I of the Government at the Minimum Support Price (hereinafter called the "MSP") @ Rs. _____ per quintal plus bonus of Rs.____ per quintal directly from the farmers by opening Purchase Centers, on behalf of NCCF. The procuring society/agency will ensure opening of maximum required Purchase Centers on behalf of NCCF.
- (II) That the Society, the party hereto of the Second Party will pay to the farmers directly the cost of paddy @ Rs._____ for common and Rs. _____ for Grade-A with incentive bonus @ Rs. _____ per quintal for each variety for purchase of one quintal paddy for the Kharif Marketing Season (hereinafter called the "KMS") _____. The society will obtain acknowledgements of receipt of payments from farmers on the property muster roll itself duly verified by concerned Panchayat Bodies/Inspector of Food & Supplies/Government of West Bengal's authorized official and representative of NCCF in respect of purchase of paddy from farmers at MSP plus Bonus.
- (III) The society the party hereto of the second part will collect sound and serviceable gunny bags from the miller for packing of paddy at each procuring point.

- (IV) That the progress of procurement of stocks and delivery thereof to the Miller being the third party herein for the purpose of milling on day-to-day basis shall be done with due intimation to the party hereto of the First Part by the party hereto of the Second Part.
- (V) The procuring society, the party hereto of the second part shall arrange for proper storage of the paddy in their godown and shall keep and maintain correct records thereof including physical balance which shall always be open for inspection and/or verification by NCCF, the party hereto of the First Part and/or any authorized Government Official for that matter. In the event any shortage is found and/or any damage or unforeseen losses are detected, the party hereto of the Second Part shall be bound to compensate on account of the said damages and/or losses without making the NCCF, the party hereto of the First Part liable for the losses on any account whatsoever.
- (VI) The Procuring Society, the party hereto of the Second Part shall issue purchase memos while procuring and/or purchasing paddy on day-to-day basis and shall also obtain money receipt in acknowledgement of the payment of the price thereof.
- (VII) It shall be an obligation of the Procuring Society, the party hereto of the Second Part to keep and maintain purchase and/or stock register/muster-roll concerning or relating to purchase of paddy on behalf of the NCCF., the party hereto of the First Part duly verified by any officer or personnel duly authorized on that behalf by NCCF.

- (VIII) The party hereto of the Second Part shall also obtain necessary Enforcement Certificate concerning purchases of paddy under this agreement from the farmers and/or growers, Panchayat and/or Inspector of Food & Supplies or any officer authorized on that behalf by the Government of West Bengal and shall submit such Enforcement Certificate TOGETHER WITH original bill to the party hereto of the First Part.
- (IX) Besides the aforesaid, the Society shall maintain day-to-day stocks of account of paddy and shall also make available all necessary records for verification and/or inspection by the First Party or any Government Officer having the authority at any time to ascertain the nature, extent and status of paddy from the farmers and in default whereof the First Party shall have the liberty to take appropriate steps in the matter including termination of agreement.
- (X) It shall be the absolute responsibility of the Miller to carry out production of rice strictly in conformity with the quality specifications prescribed by the Government of West Bengal/FCI which for the time being has been fixed as the extraction ratio of parboiled common rice in ___% and that of raw rice is ___%. In the event of any deviation from the standard extraction ratio and in the event of non-fulfillment of the other quality specifications laid down under the Government of India specifications, the Miller _____, Third Party herein shall be bound to compensate for the loss if any sustained by NCCF the party of the First Part on account thereof.

- (XI) The Third Party Miller herein shall arrange for custom milling of rice within 5 (five) days from the date of receipt of paddy by them. The miller, shall arrange for delivery of CMR at the designated godown of FCI and/or Food & Supplies Department of State Government within a period not exceeding 15 (fifteen) days from the date of inspection of stocks and/or delivery order and in the event of failure, the party hereto of the First Part NCCF shall be entitled to withdraw allotment of paddy to the miller.
- (XII) The Miller, the party hereto of the Third Part shall be liable to maintain stock amount of CMR and un-milled paddy on day-to-day basis with due intimation thereto to the representative of the First Part and shall also be responsible in maintaining proper books and records to facilitate physical verification by NCCF, the party hereto of the First Part and/or any authorized officer of the concerned Government Department.
- (XIII) The stock of rice which are not in conformity with the prescribed specification shall be liable to be rejected. Rejection, if any, would be on account of Third Party/Miller.
- (XIV) The Linked Rice Miller shall be bound to deliver the CMR produced against paddy received by them from NCCF, the party hereto of the First Part and in the event they fail to deliver and/or delays in delivering the rice under CMR to FCI they shall be made liable for such account as may be determined by NCCF or the concerned Department of the State Government, as the case may be.

B. PERFORMANCE GUARANTEE:

The selected miller shall furnish a post-dated cheque favouring NCCF, the party hereto of the First Part for the total amount computed on actual basis by the party hereto of the First Part under the cover of a letter addressed to the Branch Manager of NCCF, the party hereto of the First Part as and by way of Performance Guarantee to be held by the NCCF, the party hereto of the First Part during the subsistence of this agreement to cover any eventuality in case of default. Such cheques tendered by the miller will be encashed by the NCCF without any reference to the miller, in the event of their failure to discharge any of the assigned liabilities and for recovery of losses/shortages etc under any account under this agreement, for which the miller will not raise any objection of any nature.

C. PACKING, STORING OF CUSTOMED MILLED RICE:

(i) Linked Rice Miller shall arrange for purchase of new gunny bags required for delivery of CMR in the account of NCCF and within the price range determined for such purpose by Government of India as per the specification of the quality mentioned on that behalf.

(ii) Linked Rice Miller shall be liable to maintain all relevant records concerning the purchase as well as physical balance of the materials for verification by NCCF, the party hereto of the First Part and/or authorized representative of the concerned Department of the State Government.

- (iii) The milled rice so produced by the concerned miller shall have to be packed in SBT new gunny bags in the weight of 50Kgs. net having an equivalent capacity with safety stitch thereon and such gunny bags shall conform to BIS specifications no. IS/12650:1997 read with IS 9113:1993 and IS 2873:1991 including its present amendments. In order to prevent any spillage while offering CMR by the rice miller the mouth of each gunny bag should be double lined machine stitched.
- (iv) The miller will ensure proper storage for preservation of rice as a food item. For the purpose of storing rice, bamboo mat and/or polythene sheet must be spread over the floor of the go down and the miller shall ensure proper and suitable measures to control rodent and insecticides for safe and undamaged preservation of rice in the go down.

TRANSPORTATION & DELIVERY OF CMR TO GODOWN:

- (i) It is the sole and absolute liability of the miller to maintain the quality and standard as per required specification of Govt. of India and shall also be liable to maintain quantity ratio and time period for processing of paddy and for that matter NCCF, the party hereto of the First Part shall not be liable in any manner whatsoever. In the event of any default or deficiency and any penalty and/or liability is imposed or likely to be imposed then the Miller shall be solely liable to compensate the same out of its own account.

- (ii) That the Miller after milling of rice as per specification of Govt. of India will inform the NCCF representative the quantity available for onward delivery to Food & Supplies Department/FCI after quality approved by the concerned authority. The miller will deliver the stocks on receipt of instruction of NCCF and obtain clean WQSC alongwith Quality Analysis Report and weighment certificate of stock from authorized representative of FCI.
- (iii) If the miller fails to maintain quality ratio and time period for processing of paddy, NCCF will not be liable in any manner and any penalty and/or liability imposed, likely to be imposed, the miller has to compensate the same fully to NCCF.
- (iv) In case of delayed delivery due to non-availability of space with FCI, the miller will hold the stocks at their own custody for effecting delivery to their godowns and other godowns to be provided at a later stage as per the delivery order of FCI/State Government. In the event of other godowns beyond the prescribed distance, the transportation charges to this effect shall be paid in accordance with instructions of Government of India on realization.

BILLING AND PAYMENT TERMS:

- (i) The selected cooperative society shall be required to procure FAQ variety of paddy from the farmers in the name and on behalf of and in the account of NCCF, the party hereto of the First Part and shall release the payment to the farmers' account of the price thereof on MSP (@ Rs.____ per

Qtl. for common and Rs. _____ for Grade-A) together with a Bonus of Rs. ___ per qtl.

(ii) The paddy so purchased by the society will be collected by the miller for CMR. The society will inform the miller for lifting of paddy.

(iii) The miller will lift the stock of paddy from the Society/Mandi on the account of NCCF and will pay the cost and other incidental charges to the society as security amount to be paid in advance. The details of cost and other incidentals are given below:-

a) Paddy price @ Rs. _____ (Common)/Rs. _____)Grade-A) per qtl. (plus Bonus @ Rs. _____ per qtl.

b) Market Fee @ Rs.0.5% on MSP.

c) Mandi/labour /handling charges @ Rs. 2.54 (per qtl. of paddy)

d) Society commission @0.50% per qtl on MSP (Rs._____/Rs._____)

(All rates as may be decided by the Government from year to year).

The above reimbursement will be released to the society by the miller except the society commission at clause (iii)(d) mentioned above on receipt of proper/original documents, muster roll etc. required by FCI/State Government after proper verification. The Society Commission will be paid by NCCF only after realization of payment from FCI/State Government and the Miller will also get the payment as

mentioned above at Clause No. (iii) (a), (b) and (c) only after realization from FCI/State Government.

(iv) After obtaining the Quality Control Certificate from the competent authority (FCI or concerned department of the State Government) the miller shall deliver CMR as per specification to the designated godowns of FCI or the concerned department of the State Government and shall hereafter be eligible to raise the following fees and/or charges in addition to their entitlement specified in the preceding sub-clause (iii) above:

(a) Milling charges @ Rs.20/- per qtl of paddy for Par Boiled Rice and Rs. 10/- per qtl. of paddy for Raw Rice.

(b) Handling/Labour charges @ Rs. 2.53 per qtl. of paddy.

(c) Cost of maintenance charges and custody charges Rs. 3.68 per qtl. of paddy (Rs. 1.84 per qtl. per month)

(d) Cost of 2 gunny backs (50 Kgs.) @ Rs. 43.04.

(e) Cost of gunny depreciation Rs. 17.22 per qtls. of CMR.

(f) Interest charge for 2 months as per GOI's cost sheet of CMR for KMS, _____(Season).

(g) Transportation charges beyond 8 KMs from society to millers godown and millers godown to the designated FCI/State Government godown, as fixed by the State Government on receipt of the amount from FCI.

(These charges would depend upon the Government of India guidelines from year to year)

The above reimbursement shall be made after NCCF, the party hereto of the First Part on realization of payment on account thereof from FCI or the concerned department of the State Government. In the event there be any quality cut/shortage or deduction of costs on any account by FCI or the concerned department of the State Government, it shall be borne and paid by the miller exclusively and the NCCF, the party hereto of the First Part shall not be made liable on any account whatsoever.

- (v) The Society and the Miller, the parties hereto of the Second and Third Part respectively shall always be responsible on account of procurement of paddy and milling, custody and delivery respectively at their risk and costs and shall similarly be liable and/or made liable on account of any false statement and false declaration of return and report of paddy and CMR.
- (vi) The schedule and procedure for payment has been made based on the cost structure provided by the Government of India on account of operation to be undertaken by Procuring Agency and Linked Rice Miller of CMR work.
- (vii) PROVIDED, HOWEVER, expenses claimed by procuring Society or Linked Rice Miller is subject to verification to determine the actual expenses incurred for procurement of paddy or delivery of CMR.

VALIDITY OF AGREEMENT:

This agreement will remain valid till _____ and could be extended further as per direction of the concerned

authority of the Government, as per KMS _____. However, NCCF will have the right and liberty to terminate this agreement at any time without showing any reason whatsoever.

ARBITRATION CLAUSE:

In the event of any dispute or difference between the parties concerning the interpretation of the Agreement and/or out of any act of omission committed or omitted by either of the parties under the said agreement, the same shall be referred for adjudication to the sole Arbitrator to be appointed by the Managing Director of NCCF and the decision of the said Arbitrator shall be binding on the parties and would be final and conclusive. Such arbitration shall be held at _____.

ENTIRE AGREEMENT:

The above agreement represents the entire agreement between the parties and the specified terms, conditions and stipulations thereof.

SIGNED AND DELIVERED at _____ on this ___ day of _____, _____

Witnesses:

FIRST PARTY

- 1.
- 2.

Witnesses:

SECOND PARTY

- 1.
- 2.

Witnesses:

THIRD PARTY

- 1.
- 2.

**UNIFORM SPECIFICATION OF ALL VARIETIES OF PADDY
(MARKETING SEASON _____)**

Paddy shall be in sound merchantable condition, dry, clean, wholesome of good food value, uniform in colour and size of grains and free from moulds, weevils, obnoxious smell, Argemone mexicana, Lathyrus sativus (Khesari) and admixture of deleterious substances.

Paddy will be classified into Grade -A and common Group

Schedule of Specification

S. No.	Refractions	Maximum Limits (%)
1	Foreign matter (a) Inorganic	1.0
	(b) Organic	1.0
2.	Damaged, Discoloured, sprouted and weevil led grain	3.0
3.	Immature, Shrunken and shriveled grain	3.0
4.	Admixture of Lower class	7.0
5.	Moisture content	17.0

NOTE:

- 1) The definitions of the above refractions and method of analysis are to be followed as per BIS "Method of Analysis of Foodgrains" IS:2813:1995, as amended from time to time.
- 2) The method of sampling is to be followed as per BIS methods for sampling of Cereals and Pulses IS:14818-2000 as amended from time to time.
3. Within the over limit of 1.0% for organic foreign matter, poisonous seeds shall not exceed 0.5% of which Dhatura and Akra Seeds (Vicia species) not to exceed 0.025% and 0.2% respectively.

**UNIFORM SPECIFICATION OF GRADE-A AND COMMON RICE
(MARKETING SEASON _____)**

Rice shall be in sound merchantable condition, sweet, dry, clear, wholesome, of good food value, uniform in colour and size of grains and free moulds, weevils, obnoxious smell, admixture of unwholesome poisonous substances, *Argemone mexicana* and *Lathyrus sativus* (Khesari) in any form or colouring agents and all impurities except to the extent in schedule below. It shall also conform to PFA standard.

Schedule of Specification

S. No.	Refractions	Maximum Limits (%)	
		Grade-A	Common
1.	Broken *	Raw	25.0
		Parboiled	16.0
2.	Foreign Matter **	Raw/Parboiled	0.5
3.	Damaged #/Slight Damaged Grains	Raw	3.0
		Parboiled	4.0
4.	Discoloured Grains	Raw	3.0
		Parboiled	5.0
5.	Chalky Grains	Raw	5.0
6.	Red Grains	Raw/Parboiled	3.0
7.	Admixture of lower class	Raw/Parboiled	6.0
8.	Dehusked Grains	Raw/Parboiled	12.0
9.	Moisture Content ***	Raw/Parboiled	14.0

* Including 1% (one percent) small broken.

** Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin

Including pin point damaged grains.

*** Rice (both Raw and Parboiled) can be procured with moisture content upto a maximum limit of 15% with value cut. There will be no value cut upto 14%. Between 14% to 15% moisture, value cut will be applicable at the rate of full value.

**Application for the registration of Exporter/Associate Shipper of
NCCF for export of onion (to be filled in on exporters letter head)**

1. Name of the exporter
(Firm's name, Office address & Tel.No.)
2. Status of the firm
(Public/Partnership/Proprietorship/Cooperative/HUF)
3. Name of the Proprietor/Chairman/Managing Director/Manager
(Address & Tel.No.)
4. Name & Designation with specimen signature of authorized representative
5. I.E. Code No.
(Please enclose photo copy duly notarized)
6. PAN No.
(please enclose photo copy duly notarized)
7. Bank Certificate
(for maintaining regular & satisfactory a/c)
8. Audited Accounts of the exporter for the last 3 years
9. Whether the organization is Export House/Trading House etc.
(Please attach certificate)
10. Variety/standard proposed to be exported.

Declaration

We have carefully read the guidelines issued for the purpose and we hereby solemnly undertake unconditionally to abide by all the terms and conditions, laid down and also to comply with any addition/alteration to be made therein from time to time and also provisions of any laws/rules regulations affecting the canalization of export of onion. We further understand that our registration is liable to be cancelled in the event of breach of any of the undertakings mentioned above.

We do hereby certify that all information furnished above and documents submitted herewith are true and correct.

We agree that in the event of any dispute relating to this and/or other connected transaction, the matter will be referred to the sole arbitration of the nominee of Managing Director, NCCF, whose decision will be final and binding on us.

For _____

Authorized Signatory
(Designation)

NCCF/IMPEX/

Date:

Registration Letter

M/s.....
.....
.....

Sub: **Registration of exporter with NCCF for export of onion.**

Dear Sir,

Please refer to your application dt. for registration as an Associate Shipper of NCCF. We are pleased to convey that your firm has been registered as an Associate Shipper for export of onion to permissible destinations and allotted ER No.on the following terms and conditions that you:

- Will export onion as per the variety/standards mentioned in your request to NCCF for export.
- Will export onion not below the MEP fixed by NAFED for a particular period.
- Will be responsible for execution of export for the quantity of onion within the period mentioned in NOC issued by NCCF.
- Will pay NCCF canalization charges for the issuance of NOC @ 1% on invoice value before issuing NOC as per DGFT Notification No. 106(RE-2009)/2004-09 dt. 14th May, 2009.
- Will abide by all the terms and conditions mentioned under declaration in your application for registration.

Thanking you,

Yours faithfully,

For National Cooperative Consumers Federation of India Ltd.

**Format of Register to be maintained by the branch for
registering onion exporters as Associate Shippers**

Details of Exporters

1. Name of the exporter:
(Full address & Tel.No.)

2. Name of the Proprietor/Manager

3. Registration No.: ER No.....
(allotted by NCCF)

4. Date of registration:

5. Brief description of items for which registered:

6. Operating area for export:

To be furnished on Letter Head

Format IE-04

Ref.No..... Date:.....

Sr.No.....to.....

The Branch Manager,
NCCF,
.....

Sub: Issuance of NOC for export of onion to

Dear Sir,

We are hereby enclosing a Ch./DD No.....dated.....for
Rs.....towards canalization charges & Development Fund and request
you to kindly issue NOCs for export of onion, details of which are as under :

1. Registration No. with NCCF as associate shipper:
IE Registration Code No.
2. Variety of Onion
3. Buyers name & address
4. Destination (country with port of discharge)
5. Quantity
6. Packing (No. of Packages)
7. Rate
8. Value
9. Mode of payment
10. Canalisation charges Rs.
11. Development Fund Rs.
12. Total: Rs.

(vide Cheque No.....date.....Rs.....drawn on:
(bank/branch)

(Copy of contract between buyer & seller to be enclosed)

Thanking you,

Yours faithfully,
For_____

Export Co.

On Branch printed form/letter head

NCCF/...../Onion-NOC/2009-10

Date: _____

The Commissioner/Asstt. Commissioner of Customs,
.....
.....

Sub: **No Objection Certificate for Export of Onion.**

Sir,

As per DGFT Notification No.561 (RE-2007)/2004-2009 dt. 14th November, 2007, we hereby authorize the under mentioned Associate Shippers for export of onion as per details given below:

1. Name & Address of Associate Shipper
2. Regn. No.
3. Import Export Code No.
4. Name & address of buyer
5. Commodity/variety of onion
6. Quantity in MTs.
7. Packing
8. No. of Packages
9. Rate Per Metric Ton net
10. Value
11. Truck No./Name of the vessel
12. GTR No. & Date
13. Validity of authorization
14. Port of loading
15. Port of Destination

Shipping bills presented by the aforesaid exporter may please be passed accordingly as per rules and procedures.

Yours faithfully,

Authorised Signatory

On Branch Letter Head

Format IE-06

Ref.No.....

Date.....

Commissioner/Asstt. Commissioner

Custom.....

Sub: **Authority letter**

Reference is invited to DGFT Notification No. 51(RE-2007)/2004-2009 dated 14th November, 2007 authorizing NCCF besides other organizations, to issue NOCs to exporters for export of onion. We hereby authorize following officials of the branch to issue NOCs to exporters for export of onion whose signatures are attested hereunder:

<u>S. No.</u>	<u>Name</u>	<u>Signature</u>
1.		
2.		
3.		
4.		

Thanking you,

Signatures attested

Yours faithfully,

(Branch Manager)

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD.
HEAD OFFICE, NEW DELHI.

Format IE-07

Proforma for Weekly Summary of Canalisation Fee/Development Fund Received

S.No.	NOC No.	Date	Name of Associate Shipper	Amount (Rs.) Canalisation Fee	Dev. Fund	Total (Rs.)	Payment Receipt No.
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Prepared by

Checked by

Branch Manager

National Cooperative Consumers' Federation of India Ltd.

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Format IE-08

S.No.....

Date.....

Ref. NOC No.....dt.....

1. Name of the Associate Shipper.....
2. Cheque/DD No.....
3. Date.....
4. Bank particulars
5. Amount.....
 - i) Canalisation charges
 - ii) Development FundTotal:
6. Date of deposit with bank in case directly deposited.....

Signature of the official

B.M.

Accounts Section

REGISTER GIVING DETAILS OF NOCs ISSUED BY BRANCH

Format IE-09

Sl. No.	NOC Sl. No.	Date	Name of Exporter	Regn. No. (ER No.)	Variety of onion	Buyers' name	Desti- nation	NOCs in MTs	Rate	Value	Canall- charges	Dev. Fund	Total A+B	Ch./DD No.	Date	Amount	NOC issuing	Signatures A/cs official
											A	B						

**Accounting entries to be passed for
Canalisation Fee/Development Fund Accounts**

Format IE-12

1. On receipt of payment/receipt advice from the section as per Annexure I

Dr. Bank

Cr. S. Debtors

2. On receipt of Weekly Summary report from the Section as per Annexure-II

Dr. S. Debtors
(Associate Shippers A/c)

CR Canalisation Fee A/c

CR Dev. Fund A/c

3. In case any Associate Shipper deducts TDS, accounting of the same on receipt of Form 16-A, is to be made and forms sent to HO after endorsing that:

- i) Form 16A is issued in the name of the NCCF
- ii) NCCF's PAN is correctly depicted
- iii) Details of payment remitted by the deductee are for the same financial year.
- iv) PAN/TAN of the deductee are correctly indicated.

4. Payment to NHRDF to be made by debiting the Dev. Fund A/c (on monthly basis)

Note:

Subsidiary ledger for Associate Shippers should be maintained and monthly Trial Balance is to be furnished to section through Branch Manager for recovery of outstanding amount, if any.