

NOTICE INVITING E-PROCUREMENT OF RICE FOR EXPORT

The GOI has permitted export of Rice to some friendly countries through National Cooperative Exports Limited (NCEL). National Cooperative Consumers' federation of India Limited (NCCF), is assisting NCEL in partial execution of the export of Non-Basmati White Rice. Towards this, NCCF is proposing to procure Rice through E-Tenders as per the requirements and Terms and Conditions of the agency appointed by the importing country. Considering the G-to-G nature of the export of Rice, strict adherence to specifications and Tender conditions is requested from prospective suppliers.

Those interested in supplying Rice, as per the specifications stated, are invited to participate in an E-Tender as per the requirements and Terms & Conditions prescribed in the attached Tender document. Only suppliers who meet / qualify the following criteria, specified by the nodal agency appointed by the importing country, are eligible to participate in the present e-tender.

1. Valid Import Export Code (IEC)
2. Previous RICE Export Experience Document- Bidder may submit a Invoice copy or a Purchase Order Copy
3. Undertaking for not utilizing stock procured under Public Procurement Program as per Annexure-III

E-procurement Contract Note No.-2023-24/NCCF-14

Dated: 26-02-2024

This contract note sets out the specific terms in respect of a subject E-procurement conducted on the E-Tendering platform and constitutes a binding agreement between National Cooperative Consumers' federation of India Limited (hereinafter referred to as NCCF), the Seller and Agribazaar – the E-Tendering Platform (such parties, "Parties") (such agreement, "Contract Note"). This Contract Note needs to be read with and understood in light of the Terms of Use and the Service Agreement with E-Tendering Platform. However, in the event of any inconsistency or contradiction between the specific terms of this Contract Note and the terms set out under the Terms of Use and/or the Service Agreement with the E-Tendering platform, the terms of this Contract Note shall prevail and will be binding on the Parties hereto.

CONTRACT SPECIFICATION

Commodity	Katarni/Sambha Steam White Rice New Crop (2023/2024) as per specifications in Appendix -A
Contract Quantity	1,000 MT Non-Basmati White Rice
Delivery Location	Free on Board Stowed on Truck/Lorry/Rail – Sunoli Border, UP, India
Trading Unit	MT (Metric Tonnes)
Fumigation	Methyl Bromide at the rate 80 gm/m ³ for 48 hours at normal pressure and temperature
Price Quote	Rs. per Quintal [Inc. Mandi Fee, Goods and Services Tax ("GST"), Export Duty and any other fee / taxes].
Quantity Variation	± 2% of listed quantity
Procurement Type	Yankee- Buy (2-round)
Minimum lot size	1,000 MT
Maximum quantity	Maximum quantity permitted per bidder is upto the total contract quantity.
Incremental lot size	0 MT
Tick Size	Rs.5 per Quintal
Procurement Date Time	26/02/2024 (referred to herein after as "T") starting at 01:00 PM as stated on the Platform.
EMD	Seller-: 5% of the contract value of the quantity bid. The EMD of the unsuccessful bidder will be refunded after completion of e-procurement.
Security Deposit (SD)	The EMD of the successful bidders will be converted as SD after approval and award of the contract.

<p>Bidding Rules</p>	<ul style="list-style-type: none"> • The bidder to submit their bids through www.agribazaar.com • The supplier must submit an EMD amount of 5% through the escrow account details provided by the Agribazaar before participation in the e-procurement. EMD (Without any interest) of the successful Bidders to be retained and transferred to NCCF within one (01) bank working day from the e-procurement price confirmation date and shall be converted and treated as SD without interest. EMD of unsuccessful bidders shall be refunded into escrow account of the supplier within one bank working day from the e-procurement result announcement day/date. All successful suppliers' EMD to be converted into Security Deposit (Non-Interest bearing). • Price Tick size is Rs.5 per Quintal and Qty increase / decrease size is 0 MT. Hence after min bid qty of 1000 MT, Qty may increase / decrease in multiple of 0 MT • Sellers can revise their bids downwards and only latest bid will be considered, and earlier quoted prices will be knocked off by system. • Procurement session is 2 round process, Round -1 for the price discovery and Round-2 for the L-1 price matching round or NCCF may place a counter offer to all the bidders who participated in round 1. • Round-2 is not required to run in cases where L-1 Price bidder/Bidders has occupied the entire listed qty and No counter offer price being received. • The e-procurement runs on Price Quantity and Time (PQT) logic for allocation. If two bidders quoted the same price, the allocation priority given to the bidder who quoted the rate for higher quantity and in case where both the price and quantity are same, allocation priority to be given to the bidder who punch in the rate early.
<p>Winning Bid/ E-procurement Confirmation</p>	<ul style="list-style-type: none"> • The winning bid shall be the lowest price quoted during the e-procurement. • The lowest price will be sent to the NCCF for approval. • NCCF will revert with an acceptance/rejection within 7 NCCF working days from the completion of e-Tender. Bid validity is 07 NCCF Working Days from the date of e-Tender Date • Post-acceptance, an e-procurement confirmation e-mail will be sent to by the Tendering Platform Agri Bazar to both the NCCF and Seller and award of contract/PO will be sent by NCCF to successful sellers. • NCCF reserves the right to accept/reject the price/quantity without assigning any reason thereof.
<p>Gross/Net wt. basis</p>	<p>Price Quote is on Net Weight basis FOBST</p>
<p>GST/ Other Taxes</p>	<p>i) Mandi Cess of origin will be paid by the Seller, if applicable, and the Mandi Cess receipt will be provided by the Seller along with the invoice</p> <p>ii) GST and export duty shall be paid by seller, as applicable.</p> <p>iii) Any other applicable taxes, if applicable shall be paid by the seller.</p> <p>The quoted price shall be inclusive of all the above.</p>
<p>Packaging</p>	<ul style="list-style-type: none"> • 50 kg Net New Virgin PP Bags 140 Grams Min Tare weight–Bags to be provided by Supplier. The bags should be neatly double stitched with strong twine and securely knotted. • 2% Additional Bags to be supplied along with the shipment free of cost. • Marking details to be shared with supply order
<p>Trade Value</p>	<p>Commodity Value [Bid Quantity * Winning Bid price inclusive of Mandi Fee, Goods and Services Tax (“GST”), Export Duty and any other fee / taxes</p>
<p>Agribazaar Service Fee</p>	<p>Seller: Rs. 20 per MT + GST (as applicable) – Seller to pay Agribazaar fee upon award of the bids.</p>
<p>Payment Gateway</p>	<p>EMD & Agribazaar service fee payments shall be done through the agribazaar Unique Account Number Payee Name – Star Agribazaar Technology Limited Account No (Unique to each User) – ZAGBZRXXXXXXXXXXXX Bank – IndusInd Bank IFSC – INDB0000018</p>

Quality Parameters and variation

- Strict adherence to the quality specifications as specified at Annexure is mandatory.
- Overseas Buyer will appoint any International Repute surveyor for testing of the stock (as per quality parameters mentioned in this contract note) at the time of loading from seller's premises. The surveyor will seal the trucks before dispatch from seller's premises. Further, survey shall be conducted during and after receipt of the commodity in the container.
- Seller will ensure the loading of the entire Cargo shipped on Board of the Vessel to the fullest satisfaction of the buyers' nominated surveyors.
- Seller will obtain the Clean Quality and Quantity Certificates from the nominated Surveyors.
- Seller will fumigate the cargo on board of the vessel as specified in this document.
- If the stocks are rejected based on the final quality report, then the seller must replace the stocks within stipulated time, or the trade will be cancelled and SD of the Seller will be forfeited.

Please refer Annexure –A for more details.

Timeline for delivery and payment

Min. Deliverable Quantity (MT) for Seller(s)	Max. Delivery Period (W/H Working Days) for Seller(s)	Payment timeline (Bank working days) for Buyer
0 to 15,000 MT	Within P + 30 days	D + 10 days
15,001 to 30,000 MT	Within P + 45 days	D + 10 days

- P – Date of Purchase order issued by NCCF.
- D – Date of completion of loading and sailing of the vessel from the load port.
- Payment timeline subject to all the original Export Documents as per list to be shared by the buyer with supply order, to be submitted within D+5 days to NCCF by seller. Payment can be delayed as per delay in submission of documents by seller.
- If last day for delivery falls on Sunday, then the next Monday will be considered as last delivery day.
- If the last day for payment will fall on bank holiday, then the next bank working day will be considered as last due date of payment.
- Likely period of execution: February/March 2024.
- Shipping plan to be notified by the buyer.

Payment terms

- Upon successful delivery, NCCF will release payment to sellers account for the received stock as per above mentioned timelines. The payment will include the following:
 - i) (Stock Quantity * Winning Bid Price inclusive of GST and any other fee & taxes, duties) minus quality deductions, if any, subject to acceptance of goods by the Importer /Aggregators and realization of payment against LC.
- After final delivery, the SD amount will be released to the Seller by NCCF after deducting delay penalty and other charges, if any.
- Seller undertakes to make timely payment of GST, Fee or any other taxes, if applicable.
- Export Duty as applicable as per custom notification on HSN Code 1006 3090 will be paid by seller on a/c of NCEL.

Delivery Condition	<ul style="list-style-type: none"> • FOBST. • Seller must deliver 100% awarded quantity within stipulated period. • Any rejected quantity will not be considered as delivered stock. • Seller will be responsible for all the charges including Quality, Packing, Loading, transportation & weightment of stock till the onboard of the Vessel Hatches/container. • Seller will align with the Clearing & Handling Agents of the Load Port and will ensure the smooth delivery of the Cargo. And will complete the loading in the said stipulated Time of the Port Norms & follow the INCO Terms. • Seller will be responsible for all cost/consequences related to the chartered vessel and strictly follow the charter Party Norms to be fixed at later date. Any delay in loading – cost of Demurrage / Detention will be to the a/c of seller.
Destination ports (for information)	<ul style="list-style-type: none"> • Tentative, to be finalized at the time of placement of contract. A tentative plan is as per Annexure -B
Transfer of title	<ul style="list-style-type: none"> • The beneficial title and ownership of Commodities pursuant to this Contract Note shall pass from the Seller to NCCF at the exact time, place and moment specified herein below until transfer of title to buyer, all risks/damages are to the account of seller. <p><i>Time: Once NCCF has acknowledged the invoice for the delivered stock along with all the required documentations as per terms of supply order</i></p> <p><i>Place: As specified in the supply order</i></p> <p><i>Any other specifications:</i></p>
Defaults	<ul style="list-style-type: none"> • In case the seller fails to deliver the complete trade quantity within stipulated time then trade will be cancelled (to the extent of undelivered quantity) and the SD of Seller will be forfeited. • NCCF at its own discretion may extend the delivery time.. • In the event of Non-performance wholly or partly, the successful bidder(s) shall be held responsible for any consequential loss causing to NCCF and the same shall be recovered from the successful bidder(s) • All deposits, whether as EMD or SD, with Agri bazaar/NCCF will not carry any interest.
Force Majeure	<p>Should any of the force majeure circumstances, namely, act of God, natural calamity, fire, change in law or government policy (excluding any stock limits), strikes or lockouts by workmen, war, military operations of any nature or blockades, prevent the Seller or the Buyer from wholly or partially carrying out their contractual obligations under this Contract Note, the period stipulated for the performance of this Contract Note shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than 15 Working Days, this Contract Note shall stand annulled and no penalty will be levied on either the Buyer or the Seller for non- performance of their obligations under this Contract Note.</p>

<p style="text-align: center;">Arbitration</p>	<p>If any dispute, controversy or claim arises out of or in connection with this Contract Note, including any question regarding its existence, validity or termination arising out of or in connection with this Contract Note (a “Dispute”), the Parties shall use all reasonable endeavors to resolve the matter amicably. If one (1) Party gives another Party notice that a Dispute has arisen, and the Parties are unable to resolve the Dispute within fifteen (15) Working Days of service of the notice then the Dispute shall be referred to the senior executive officers of each of the Parties who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other Party under this Contract Note until fifteen (15) Working Days after such referral to a senior executive officer.</p> <p>All Disputes, which are unresolved pursuant to the preceding clause and which a Party wishes to have resolved, shall be referred upon the application of any Party to and finally settled in accordance with the provisions of Arbitration and Conciliation Act 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force at the date of this contract note (“Rules”). The number of arbitrators shall be three (3). One (1) arbitrator shall be appointed by the Buyer and one (1) arbitrator shall be appointed by the Seller, and together the two (2) arbitrators so appointed shall appoint the third (3rd) arbitrator, who shall act as the presiding arbitrator.</p> <p>The seat and venue of the arbitration shall be Delhi. The language of this arbitration shall be English. The courts in Delhi shall have exclusive jurisdiction.</p> <p>The arbitrators shall have the power to grant any legal or equitable remedy or relief available under Law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.</p> <p>Any award of the arbitrator or arbitral tribunal, as the case may be, pursuant to this arbitration clause shall be in writing and shall be final, conclusive and binding upon the Parties.</p> <p>During the course of any arbitration under this clause except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil t h e i r remaining respective obligations under this Contract Note.</p>
<p>General Terms and Conditions</p>	<p>Suppliers should have all the required licenses and regulatory approvals to participate in the e-procurement and supply of the commodities/products being e-procured. All shipping documents shall be provided as per requirement.</p>

Other Details:

Vendor Registration:

For Vendor registrations with Agribazaar, suppliers can directly register themselves through Agribazaar website or can mail the required KYC at customersupport@agribazaar.com.

Documents required at the time of registration are:

1. Pan Card of the Firm
2. GSTIN of the Firm
3. Pan card of the authorized person
4. Adhar Card of the authorized person
5. Mobile no of the authorized person
6. Official email id of the firm
7. Cancelled Cheque

For any query relating to registration or bidding process, please contact below mentioned person.

Agribazaar Official Contact Details: Star Agribazaar Technology Pvt Ltd 1103-1104, Ashoka Estate - Barakhamba Road New Delhi-110001

Contact Person:

Name	Mobile Number	Mail ID
Mr. Sunny Kanojia	9476965289	sunny.kanojia@agribazaar.com
Mr. Praveen Kumar	7045912902	praveen@agribazaar.com

Documents to be submitted by successful bidder(s)

All the successful awardee suppliers to submit hard copies of their KYC duly attested by authorized signatory along with the attached empanelment form at IKSEZ office through courier/Indian post or by hand delivery.

Documents required for empanelment are:

1. PAN Card of the Firm
2. GSTIN of the Firm
3. PAN card of the authorized person
4. Adhar Card of the authorized person
5. Mobile no of the authorized person and an alternative number.
6. Official email id of the firm and an alternative email id.
7. Cancelled Cheque
8. Documents showing minimum one year or more work experience in the similar industry. The document should be of a period prior to 30.11.2022. Along with supporting documents pertaining to actual millers fulfilling below conditions

Contact Details of the NCCF officials for any queries related to this e-procurement.

Contact Details of NCCF for Contract & Product Related Query

Name	Mail ID
Mr. Harsh Vardhan	regionalmanagernccf@gmail.com
Mr. Sameer Gupta	consultantfinance_3@nccf-india.com

Annexure A

Specifications

Test / Parameters	Requirement
Moisture contents (%)	13% max
Total Broken	3% max
Add Mixture	1% max
Chalky	2% max
Immature Grain	0%
Damage/Discolour	1% max
Paddy PCS	0%
Foreign Matter	0%

Annexure-II

(On the Letter head of the Company/Firm)
Undertaking for not utilizing stock procured under Public Procurement Programmers'

Manager (Business),
National Cooperative Consumers'
Federation of India Ltd.,
3, Siri Institutional Area, NCUI Complex,
August Kranti Marg, HauzKhas, New Delhi
– 110016

Dear Sir,

This is with reference to your Tender no. NCCF/ for supply of **Non-Basmati White Rice** to **nearest port** on F.O.B basis on behalf of NCCF. In compliance to the terms & conditions of the aforementioned tender, we here by undertake that M/s (**name of the bidder**) will not use any product procured by any Agency of Government of India under any of the Public Procurement Programmers for this export/supply. We also undertake that all relevant WTO norms shall be duly adhered to and followed for the subject supply/export.

For (Name of the Company/Firm)

(Name & Signature of the Authorized Signatory)
Designation

Place of Issue:

Date of Issue:

