

Tele: - 03192-248533

Reply should be addressed to  
‘The Commander-in-Chief’  
{for SSO (Contract & Victualling)}

Headquarter  
Andaman & Nicobar Command  
Port Blair

ANC/52457/Rice Raw/BVY/18-19

Dec 17

For Kind Attention to All Participants

**M/s** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **REQUEST FOR PROPOSAL (E-BIDS)**

#### **FOR SUPPLY OF RICE RAW (SHARBATI) AT BASE VICTUALLING YARD (PORT BLAIR) ON ANNUAL CONTRACT FROM THE DATE OF AWARD OF CONTRACT**

1. The Commander-in-Chief, Headquarters Andaman & Nicobar Command, Port Blair on behalf of “President of India” **invites e-bids on two bid system** from indigenous bidders registered with HQ ANC/any organisation under the MoD/GOI for supply of RICE RAW (SHARBATI) /dry provisions and unregistered vendors meeting compliance on annual contract basis for delivery at Base Victualling Yard, Port Blair. The tender documents can be viewed on the CPP Portal i.e. <http://eprocure.gov.in/eprocure/app>

2. Please super scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover of Technical Bid to avoid the Bid being declared invalid.

3. The address and contact numbers for sending Technical Bid or seeking clarifications regarding this RFP is given below –

- |     |  |  |
|-----|--|--|
| (a) | Bids/queries to be addressed to:           | <b>The Commander-in-Chief<br/>{for SSO (Contract &amp; Victualling)}<br/>HQANC</b>   |
| (b) | Postal address for sending the Bids:       | <b>The Commander-in-Chief<br/>{for SSO (Contract &amp; Victualling)}<br/>HQANC<br/>Delanipur, Haddo P.O.<br/>Port Blair - 744102</b> |
| (c) | Name/designation of the contact personnel  | <b>: SSO (Contract &amp; Vict.)</b>  |
| (d) | Telephone numbers of the contact personnel | <b>: 03192-248533 / 230437</b>   |
| (e) | Fax number                                 | <b>: 03192-232191</b>  |
| (f) | Email ID                                   | <b>: abhishekchan.556m@gov.in</b>  |

4. This RFP is divided into five Parts as follows:
- (a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders etc.
  - (b) **Part II** - Contains essential details of the items / services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) **Part III** - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d) **Part IV** - Special conditions of RFP
  - (e) **Part V** - Schedule of Requirement, Evaluation Criteria (Technical Bid) & Defence Food Specifications.

5. This RFP is being uploaded with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage. The Commander-in-Chief, Headquarters Andaman & Nicobar Command, Port Blair on behalf of "President of India", does not bind himself to accept the lowest or any other tender and reserve to himself the right to waive off any formalities thereof or reject any or all tenders received without assigning any reason thereof.

Yours faithfully,

Sd/-  
(Abhishek Chandra)  
Lt Col  
SSO (Contract & Vict.)  
(for and on behalf of the President of India)

6. I/We am/are in possession of a complete set of RFP issued by you, and have understood, and agree to abide by the above instructions as well as those contained in the contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date:

(Signature of Tenderer)

### Part I – General information

1. **Critical Dates.** The critical dates with respect to the tender reference number as tabulated:-

<b>CRITICAL DATE SHEET</b>			
<b>SNo.</b>	<b>Item</b>	<b>Date</b>	<b>Time</b>
(a)	Bid Publication Date	28 Dec 17	0900hrs
(b)	Bid Document Download start date	28 Dec 17	1000hrs
(c)	Clarification Start Date	28 Dec 17	1000hrs
(d)	Clarification End Date	29 Dec 17	1000hrs
	Pre-bid meeting	29 Dec 17	1100hrs
(e)	Bid Submission Start (Online)	29 Dec 17	1400hrs
(f)	Bid Submission End (Online)	17 Jan 18	0900hrs
(g)	Technical Bid Submission End (Physically)	17 Jan 18	0900hrs
(h)	Opening of Tender Box for collection of physical documents	18 Jan 18	0900hrs
(h)	Technical Bid opening start (Online & Physically)	18 Jan 18	0900hrs

2. **Manner of depositing the bids.** The bids will be submitted through on-line mode of Central Public Procurement Portal (CPPP) on <https://eprocure.gov.in/eprocure/app> by due date (i.e. Bid Submission end date) and manually as explained in sub para (a) & (b) below:-

(a) **On-line Submission.**

(i) **Cover-I.** Scanned copies of duly filled, stamped and ink signed RFP, Tech bid format (**Appendix 'A'**) alongwith all relevant documents, tender fee and EMD to be upload in Cover-I available in Central Public Procurement Portal (CPPP) on <https://eprocure.gov.in/eprocure/app>.

(ii) **Cover-II.** Commercial bids will be submitted as Cover-II in Central Public Procurement Portal (CPPP) on <https://eprocure.gov.in/eprocure/app> and will be in the form of "BoQ" (Bill of Quantities). Details of items and Qty will be showed in BoQ as per Schedule of Requirement (IAFZ-2121) of RFP. Vendors/ firms/ contractors are required to quote/ fill their rates in **BoQ provided in the above website, online only**. No responsibility will be taken for delay/ non-uploading by electronic media/ internet.

(b) **Physical Submission (Mandatory).** **The documents listed hereunder, are to be physically submitted in hard copy**, in a sealed envelope and dropped in the tender box (available at HQANC Main Gate) so as to reach prior to bid submission end date and time. **The documents can be sent through speed post prior to tender opening date and time** in the address given in Para 3 (b). No responsibility will be taken by the Buyer for postal delay or non-delivery/ non-receipt of bid documents. **Bids sent by FAX or e-mail and late tenders will not be considered.** The envelope should be super scribed with Tender Enquiry No. **ANC/52457/Rice Raw/BVY/18-19 for SUPPLY OF RICE RAW (SHARBATI) AT BVY (PB)**. The details of the documents is (same as per Cover-I above) to be submitted in sealed cover is mentioned below:-

- (i) Duly filled, stamped and ink signed RFP in a sealed cover. This RFP should be same as the uploaded RFP on the website.
- (ii) Earnest Money Deposit (EMD) in original.
- (iii) Bidder is required to submit the documents and their proof as mentioned in **Appendix 'A'**. These documents will be signed by the authorised company representative and stamped with the company stamp.
- (iv) Tender fee in the form of Demand Draft or Postal Order as given in Para 15 to Part I of the RFP.
- (v) Certificate regarding Acceptance of the Terms & Conditions of the Tender, duly signed by the Authorised Signatory (**Appendix 'B'**).
- (vi) **Certificate on Non Judicial Stamp Paper duly signed by the Authorised Signatory that the firm has not been blacklisted or banned by any Central or State Govt. Organization.**

3. **Time and date for opening of bids.** The technical bids will be opened on **18 Jan 2018 at 0900 hours**. If due to any exigency, the bids cannot be opened on due date and time, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer. The opening of the bids can be witnessed online by the bidders by logging into the e-procurement site. The date and time of opening of commercial bids will be intimated later by the buyer.

4. **Location of the tender box.** **Main Gate, HQ ANC, Port Blair.** Only those Bids that are found in the tender box will be opened. **Bids dropped in wrong Tender Box will be rendered invalid.** No documents other than those specified at Paragraph 2 (b) above will be dropped in the Tender Box.

5. **Place of Opening of the Bids.** **SSO (Contract & Victualling) Section, HQANC (PB) at 0900hrs on 18 Jan 18.** The bidders may depute their representatives, duly authorised in writing, to attend the opening of bids on the due date and time. Important technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of representatives of one/ more bidders.

6. **Two-bid system.** Only the technical bids and EMD/ Tender Fee would be opened on the date and time mentioned above. Date of opening of the commercial bids will be intimated after acceptance of the technical bids. Commercial bids of only those firms will be opened; whose technical bids are found complete/ suitable after technical evaluation is done by the buyer. The technical bid format duly filled in will also be submitted as per **Appendix 'A'**.

7. **Forwarding of bids.** The following points are to be considered by bidder before submission of bids:-
- (a) The documents specified in Para 2 (b) above are to be deposited physically as per instructions. The physical receipt of these documents by the Buyer is mandatory. The bids shall not be accepted if these documents are not received by the Buyer prior to bid opening date and time.
  - (b) **The Commercial bids will be submitted “Online Only” as given in paragraph 2 (a) above.** Scanned copies of all documents mentioned at Para 2 (b), given in physical form are also required to be uploaded duly signed by the vendors.
  - (c) The Technical and Commercial bids should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person authorised by him to do so.
  - (d) Partial bidding shall not be acceptable and the bid is liable to be rejected.
8. **Clarification regarding contents of the RFP.** A prospective bidder, who requires clarification regarding the contents of the bidding documents shall notify to the Buyer through email ([sso.contracthqanc@gov.in](mailto:sso.contracthqanc@gov.in)) post only not later than 14 days prior to the date of opening of the Bids.
9. **Pre-bid Meeting.** Pre-bid conference prior to submission of the offers will be held on **29 Dec 2017 at 1100Hrs** in HQANC/ SSO (Contract & Victualling) office to clarify the technical and other issues to the Bidders.
10. **Modification and Withdrawal of Bids.** The bidder may modify (re-submit) his bid online after submission, as per provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
- (a) If bidder desires to withdraw before bid submission closing date/ time, he may do so online in the portal. EMD (in case) submitted in physical form shall be returned offline after the opening of bids only. However, the cost of the tender, if applicable, will not be refunded to the firm.
  - (b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.
11. **Clarification regarding contents of the Bids.** During evaluation and comparison of the bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

13. **Validity of Bids.** The Bids should remain valid upto four months (120 days) from the last date of submission of the Bid.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 7,41,600.00** (Rupees seven lakhs forty one thousand six hundred only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of **CDA (IDS), New Delhi** from any of the public sector banks or a private sector bank (**i.e. ICICI bank or HDFC bank or Axis bank only**) authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). **EMD is to remain valid for a minimum period of 45 (forty five) days beyond the final bid validity period (i.e. 165 days).** EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.
15. **Cost of Tender.** Bidders are required to submit an Account Payee non-refundable Demand Draft in favour of **"CDA (IDS), New Delhi"** for an amount of **Rs. 500.00** (Rupees five hundred only) as the cost of Tender form.
16. Tenders that do not comply with the above condition are likely to be rejected.
17. The approval or rejection of tender(s) rest with Competent Financial Authority (CFA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part or any item in whole or in part in respect of delivery points shown in Schedule of Requirement of this RFP without cause assigned.
18. Any further information required on application can be obtained on any working day between 0900 hrs to 1300 hrs addressed to SSO (Contract & Victualling) office.
19. SSO (Contract & Victualling) will be the Executive Officer for conclusion of this contract.
20. **Acceptance of Tender.** Acceptance of the tender offer by the Buyer will be communicated to the successful tenderer by Speed Post/ Regd. Post/online/by hand.
21. The officer operating the contract will be the Base Victualling Officer, Port Blair of Base Victualling Yard, Port Blair.
22. **The 100% payment of bills of successful tenderers will be made through AAO, JCDA (PB) through e-payments upon generation of bill & IAFF (Z) 1520 and physical receipt and acceptance of stores in the Base Victualling Yard, Port Blair.**
23. These instructions on "Invitation to Bids" are to be signed by you and returned along with your bids.

## **Part II – Essential Details of Services required**

1. **Schedule of Requirements:** List of items/ services required as per Defence Food Specification 168 of 2016 (Copy attached to RFP) is as follows:-

Name / Type of item	Qty required (Kgs)
RICE RAW (SHARBATI)  Length to breadth ratio should be 4.0 and above & average grain length before cooking should be 6.9 to 7.2mm.	7,20,000.000

2. **Defence Food Specification.** The RICE RAW (SHARBATI) would conform to Defence Food Specifications No. 168 of 2016 (attached with RFP). As specified in the said specification the **length to breadth ratio should be 4.0 and above**. Apart from the specifications given in Specification No. 168 of DFS-2016, **the average grain length before cooking should be 6.9 to 7.2mm. Only Rice Raw (Sharbati) is acceptable and Sella (Parboiled), steam rice etc. are not acceptable.**

3. **Technical Details.**

(a) The RICE RAW (SHARBATI) would be subjected to quality check by Composite Food Laboratories (CFL) any Govt Laboratory/ NABL accredited food testing laboratory.

- (b) **Qualification of Firms.**

(i) The RICE RAW (SHARBATI) will be procured from reputed RICE RAW producing firms/ their authorised agents who are registered for supply of RICE RAW (SHARBATI) with the Ministry of Defence/ any organisation under the Ministry of Defence including HQ Andaman & Nicobar Command and who have bonafide and quantifiable establishment, inventory and turnover to supply the contracted quantities in an uninterrupted manner.

(ii) **Unregistered Firms Claiming Compliance.** Unregistered manufacturers / their authorised agents claiming compliance may also participate in the tendering; which shall however be considered subject to their satisfying the conditions in the technical bid of the RFP.

5. The RICE RAW (SHARBATI) will be delivered under self-certification by seller at Base Victualling Yard, Port Blair according to the present contract shall correspond to the **Defence Food Specification No. 168** as applicable from time to time and will be tendered against self-certification by the seller and also a certificate from the rice mills(s) on its letterhead from which the Rice Raw (Sharbati) (**Appendix 'C'**). The delivered supplies will be subject to random inspections and approval by contract Operating Officer concerned or his authorised representative or any other officer detailed by HQ ANC. Any Supplies rejected by one of the above authorities on inspections before or during the issues will be

replaced by seller at once. If not replaced, the officer concerned may procure the supplies at risk and expenses of seller. Any supplies issued in lieu/ substitute from government stock against failed supplies shall be charged at Government payment issue rates current at the time as given in the Stock Book Rate List at the time of issue.

5. **Assured Supply Commitment.** Supplier will hold adequate inventory of (of compatible technical parameters to meet specifications of meeting the Defence Food Specification (s) during the currency of the contract to ensure assured and uninterrupted supply of the RICE RAW (SHARBATI).

6. **Earliest Acceptable Year of Manufacture.** Date of milling/packing along is to be mentioned on the packing. On the day of delivery at the BVY (PB), the items should not be more than **180 days** old from the date of milling/ packing.

7. **Period of Contract:** For the period of one year from the date of signing of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

8. **Terms of Delivery / Date of Delivery:** The date on which contract agreement signed by the both parties or as and when supply order is placed by Base Victualling Officer, Base Victualling Yard, Port Blair (who will be contract operating authority). Detailed delivery schedule will be given to the successful contractor by Contract Operating Authority.

9. **Address (Contract Operating Authority):**

The Base Victualling Officer  
Base Victualling Yard,  
Minnie Bay, Port Blair  
Andaman – 744103  
Phone:- 03192-248961



### **Part III – Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal for Contract mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The Contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
6. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
7. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
- (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than **(30 days)** after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The delivery of services is delayed due to causes of Force Majeure by more than (Two months) provided Force Majeure clause is included in contract.
  - (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
  - (e) As per decision of the Arbitration Tribunal.
8. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail/email, addressed to the last known address of the party to whom it is sent.
9. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
10. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
11. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12. **Taxes and Duties**

**In Respect Of Indigenous Bidders:**

(a) Bidder must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, total cost quoted by them in their bids will be taken into account in the ranking of bids.

(b) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty /tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

(c) Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi /Entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the buyer, to the extent of actual quantum of such duty/tax shall be reimbursed to the Buyer by the seller. All such adjustment shall include all reliefs, exemptions, rebates, concession etc, If any, obtained by the seller. Section 64-A of sales of Goods Act will be relevant in this situation.

(d) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi /Entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence, Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are to include the same in the pricing of their product.

13. **Performance Guarantee.**

(a) The Bidder will required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) for a sum equal to 5% of the contract value within twenty days of receipt of the confirmed order or before the commencement of contract, whichever is earlier (or within such extended time as may at the sole description of the Govt be granted to the contractor by the contract sanctioning authority).

(b) Performance Bank Guarantee should be valid upto 180 days beyond the date of completion of contractual obligations. The deposit receipts should be made out in the name of Controller of Defence Accounts (CDA). The specimen of PBG is given in Form DPM-15 attached to Part-IV of Special Conditions of RFP.

(c) Until receipt of the performance security deposit in full or in the event of the non-submission of the performance security deposit, the earnest money will be retained and considered as part of performance security deposit, and the balance

amount of it, if any will be deducted from the payment or bills of the contractor AAO, JCDA (PB). Same action will be taken in case of re-appropriation of security from expired or expiring contracts, if the re-appropriation action is not completed within the stipulated period and the performance security is not deposited by the contractor.

(d) The Officer sanctioning the contract has the right to invoke the performance security deposit in case of any breach of the contract by the seller or by not delivering the stores by the due dates of the contract.

(e) The seller will have to refund to the government any claim under the warranty clause and other claim(s) that may arise out or under this contract as soon as a demand to that effect is made by the contract sanctioning officer, failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the seller shall pay the remaining balance due to the government on demand.

(f) The performance security deposit as per this contract can be adjusted by the Government if there is any claim whatsoever it has against the seller relating to this contract or otherwise.

(g) Performance Security Deposit or any balance thereof remaining at the end of the contract shall not be returned to the seller until their accounts have been finally audited and settled and until seller has executed the usual 'No Demand Certificate'. The performance security deposit will be refunded to the seller only after the completion of the contract in all respect and on submission of 'No Demand Certificate' obtainable from Contract Operating Officer by the seller.

(h) In all cases the performance security deposit must be pledged as directed by the Officer calling for tenders in accordance with existing regulations, and in such manner (to be decided by the officer sanctioning the contract) that the Government may realize the same without reference to the tenderer.

#### **Part IV – Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. I/We agree on acceptance of this tender whole or in part, to supply to the President of India hereafter referred to as the Government, which expression shall include those duly authorised to act for him, in accordance with such acceptance, so many of the articles specified in the schedule attached hereto, as the Headquarters, Andaman & Nicobar Command, Port Blair may actually require during the period any date between \_\_\_\_\_ (Exact date of commencement of contract to be notified in the Acceptance of tender Note) to \_\_\_\_\_ (or to such date at this period may be extended), subject to the conditions & stipulations specified in this tender (including any schedules and “Specifications and Conditions contained therein or attached hereto) in the acceptance and in the “Instructions to Tenderers” (all of which constitute and are hereafter referred to as the “Contract”). I/We shall deliver the supplies at my/our expense in such quantities, at such time, in such, manner, to such person and at such place (within the area covered by the contract, as specified in the schedule) as the Government may direct.

2. I/We shall furnish, as security deposit, within twenty days of issue of notice (IAFZ-2124) of the acceptance of this tender (in whole or in part), or before the commencement by me/us, whichever is earlier, (or within such extended time as may at sole option of Government be granted to me/us) **the sum of 5% of the total contract value** and such deposit or earnest money submitted with the tender if the security deposit, has not been remitted at the time of the breach of non-performance will be liable to forfeiture in the event of any breach of non-performance on my/our part of the contract. If I/We fail to furnish such security deposit within the time aforesaid, this contract will be forthwith terminated and earnest money forfeited under the order of officer sanctioning the contract or the officer officiating in his place as notified in local orders. If the security deposit is accepted in the form of bank deposit receipt which matures before the security deposit is returnable under clause 17 (d) hereof I/we shall be at liberty to renew same subject always to the lien created in favour of Government. I/we agree that in the event of any delay in lodging the security deposit, the contract operating officer/AAO may deduct the requisite amount of security deposit from my/our contract, the amount will be deducted by contract operating officer and in case the payment is directly made by AAO (ANC), JCDA, Port Blair on receipt of intimation from the Contract Operating Officer.

3. Any change in the constitution of my/our firm shall be notified forthwith by me/us in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract. No new partners shall be accepted into the firm by me/us in respect of this contract unless he/they agree(s) to abide by all its terms and conditions and deposit(s) with the officer sanctioning the contract a written agreement to this effect. My/our receipt of acknowledgement of that of any partners subsequently accepted as above shall abide me/us and will be sufficient discharge for any of the purpose of the contract.

4. The officer sanctioning the contract may authorise such officers as he may wish to operate the contract on his behalf and I/we and my/our agent will accept and carry out instructions given by such officers (or their representatives) in connection with the contract as if these were issued by the officer sanctioning the contract.

(a) Government reserves its right to allow a price preference up to a maximum of 10% to Central Government Enterprises/ State Government Undertakings in terms of Bureau of public sector Enterprises letter No.GL-008/08/25-1/80/PPE/MM dated 15 Oct. 80 as amended from time to time.

(b) The Government of India has also reserved some items for purchase from registered Micro, Small and Medium Enterprises (MSMEs). Under the Government Stores Purchase Programme, the Government of India has been extending various facilities as given below to these MSMEs registered with NSIC under its Single Point Registration Scheme:

- (i) Issue of Tender Sets free of cost;
- (ii) Exemption from payment of Earnest Money;
- (iii) Waiver of Security Deposit up to the monetary limit for which the unit is registered; and
- (iv) Price Preference up to 15% over the quotation of large-scale units.

5. (a) All monies of compensation payable by me/us to Government under the terms of the contract, may be deducted from or realised from sale of sufficient part of my/our security deposit or from interest arising there from or from any sums which may be due or may become due to me/us, by Government under this contract or any other contract or any other account with the Government. In the event of my/our security deposit being deducted by reason of any such deductions or sale, as aforesaid or should the value of such receipts or securities depreciate in value during the period that that be held as such security deposit, I /we shall within twenty days from the date my/our being called upon to do so, make good in case of receipts of securities, the amount required to complete the security deposit to the original value.

(b) Any sum of money due and payable to the contractor (including security deposit returnable to him/them) under the contract may be appropriated by the purchaser or the Government or any other person or persons contracting through the Commander-in-Chief, Headquarters, Andaman & Nicobar Command, Port Blair and set off against any claim of the Government or such other person or persons for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government or such other person or persons.

6. (a) The officer to whom supplies are to be rendered (in the contract referred to as the officer operating the contract, which expression shall include his duly authorised representative) may reject the supplies in whole or in part if in his opinion they are not in all respects, in accordance with the contract.
- (b) I/we shall not charge or be paid for supplies rejected as above, and such supplies shall be removed by me/us at once and at my/our own expense.
- (c) I/we shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from **segregation/ sorting**, cutting, tearing or any other harm incidental to full and proper examination and test of such supplies.
- (d) Government shall be under no liability whatsoever for rejected supplies for which no Govt. storage space shall be provided and the same shall be at my risk. If rejected supplies are not removed by me/us within 24 Hrs of rejection, the officer operating the contract **shall have the right to remove/** be entitled to cause the same to be removed and to charge me/us with all **the expenses incurred in such removal will be payable by the contractor** or to leave them on Government premises and to charge me/us rent for the space occupied the amount of such rent being settled, in case of dispute by the officer sanctioning the contract or to sell or otherwise dispose of the goods on my/our behalf and at my/our risk and to retain any money realised (after paying expense of sale) towards any sum, due from me/us.
- (e) Government shall, in the event of rejection of supplies be entitled to demand replacement, at my/our own cost, of such supplies of the quality required or if replacement is not permitted, to recover from me/us the railway freight at public tariff rate on rejected supplies from the place of despatch to the place at which rejection took place.
7. In the event of:
- (a) Rejection of my/our supplies as described in paragraph 6 (a) above of.
- (b) My/our failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of contract, the officer operating the contract or his successor in office **shall have the right** (without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract) **to purchase equivalent quantity from local market/ any other source**, or to procure or to arrange from Government stocks or otherwise, at my/our expense such supplies as may have been rejected or that I/we have failed, declined, neglected, or delayed to supply, or such authorised substitutes therefore as are specified in the schedule here to and are approved by the officer operating the contract and any excess cost so incurred over the contract price (together with all incidental charges and expenses) incurred in purchasing procuring or arranging for such supplies or their authorised substitutes and in cases where issues in replacements are made from Government stocks or supplies, the cost or value of such stocks or supplies (together with all incidental charges or expenses) shall be recoverable from me/us on demand.

(c) I further agree that extra expenditure on account of risk and expense purchases made by the Government as per sub clause 7 (b) above may be deducted out of my/our payment due to me or from the security deposits as the case may be pertaining to the said contract. In the event of any dispute on reasonableness of the actual amount recovered from me/us it will only be resolved at my/our instance under clause 21 hereunder of this deed.

8. The Officer sanctioning the contract or the officer officiating in his place as notified in local orders may rescind his contract by notice to me/us in writing :-

(a) If I/we assign or sublet my/our contract without his written approval, or if I/we attempt to do so.

(b) If I/we or any of my/our agents or servants shall

(i) Be guilty of fraud in respect of this contract or any other contract entered into by me/us with Government or

(ii) Directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise to any officer or person in the employment of the Government in any way relating to such officers or persons or employment.

(c) If any such officer or person, mentioned in sub paragraph (b) (ii) of this para, becomes in any way directly or indirectly interested in the contract.

(d) If I/we decline, neglect, or delay to comply with any demand or requisition or in any other way fail to perform or observe any conditions of the contract.

(e) If I/we or any of my/our partners become insolvent or apply for relief as an insolvent debtor or commence any of my/our creditors or attempt to do so or, in the case of my/our being registered company, any order to be duly made or any resolution be duly passed for the winding up of the Company.

In the case of such rescission, my/our security deposit for such portion thereof as the officer sanctioning the contract or the officer officiating in his place as notified in the local orders consider fit or adequate shall stand forfeited and be absolutely at the disposal of Government without prejudice to any other remedy or action that the Government may have or take. If this contract be for supply at more than one station its rescission under these conditions shall not be effected by the acceptance, meanwhile or subsequently, or supplies accepted or made at any station in ignorance of the rescission.

In the case of such rescission, the Government shall be entitled to recover from me/us on demand any extra expense the Government may be put to in obtaining supplies hereby agreed to be supplied, from elsewhere in any manner mentioned in clauses 7 (b) hereof for the remainder of the period for which this contract was entered into, without prejudice to any other remedy the Government may have.



9. Notwithstanding anything hereinafter contained and without prejudice thereto the officer operating the contract or his successor in office may recover from me/us compensation, such sum as he considers reasonable.

(a) If any goods entrusted to me/us under the contract be lost, damaged or depreciated unless such loss, damage or depreciation be due to the act of God or of the enemies of the Government.

(b) If I/we fail to observe or perform any condition of the contract.

9. A Clause 1 of this contract applies to the carriage of all stores etc, irrespective of the clause of the schedule under which they are being carried.

10. Decision as to recovery of monies from me/us in respect of purchase or arrangement at my/our expenses or of compensation by order of the officer operating the contract under paragraph 7 or 9 above and any order for rescission of the contract by the officer sanctioning the contract under paragraph 8 above shall be subject to an appeal if preferred in writing by me/us within 15 days of issue of such decision or order to such officers immediate superior commander, whose decision shall be accepted as final. If such appeal be not duly notified to the immediate superior commander within that period the original decision or order in question shall be accepted as final.

11. I/we shall be liable to pay rent for **facilities on Military land including storage** if and when occupied by me/us in the course of **the contract as per the rate prescribed by the station Board of Officer from time to time till the acceptance of goods** or to be fixed by the officer sanctioning the occupation of the land and limited by the officer sanctioning the contract.

12. No payment will be made in advance for any supplies under this contract.

12.A All questions concerning the payment of refund of octroi or terminal taxes and for settlement between the contractor, the Municipal or other authority concerned, the Headquarters, Andaman & Nicobar Command, Port Blair admits no liability in this connection and will not enter into any correspondence on the subject.

13. On the supplies being accepted, I shall be entitled to be furnished with a certificate from the proper officer of Government, to the effect that such supplies have become the property of Government, for the purpose of enabling me/us to obtain a refund of the amounts paid by me/us or octroi duty in respect of such supplies, provided such refunds is permissible by the law under which such octroi duty has been levied.

14. If, during the currency of the contract, the specification of any articles or articles to be supplied there under be changed, I/we shall continue to supply the said article or articles in accordance with the new specification, at a rate to be mutually agreed to in writing at the time of such change, and, in default of such agreement, the contract, in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall be rescinded but no such change shall affect the supply of any of the other articles under the contract or entitle me/us to any compensation.

15. I/we shall oblige my/our servants and agents to confirm to any reasonable instructions to ensure their punctuality in attendance or supply cleanliness and respectful behaviour that may be given by the Officer sanctioning the contract or the officer operating the contract.

16. **In respect of supply of all goods under this contract, any officer of the department concerned or any officer acting on behalf of the Officer sanctioning the contract may, at any time is authorized to check/** examine these supplies (previous to issue to Receiving officers). I/we shall comply, without unnecessary delay, with any reasonable instructions or suggestions issued by such officers in connection with the preparation, storing and handling of such supplies, any expenditure incurred by me/us in the course of such compliance is not chargeable to me/us under this contract being borne by me/us if the officer sanctioning the contract may so decide.

17. (a) I/we shall submit to the officer operating the contract for processing 100% payment by Area Accounts Office (ANC), Port Blair by eighth and/or by twenty third day of each month depending upon payment being monthly or fortnightly my/our bills or services for each station duly accepted during the preceding month or fortnight as the case may be. These bills will be presented by me/us on the correct printed forms (to be obtained by me/us from the officer operating contract) and shall be received by me/us and be supported by the receipted voucher given to me/us by Receiving Officer. The Charges of these bills shall always be entered the same rates for each supply/services as are shown in the schedule of the contract under such clause of the schedule as pertains to it and is specified by officer operating the contract in the requisition order.

(b) I/we shall be responsible for taking all possible steps to obtain receipted vouchers from Receiving Officers in time to ensure of correct submission of my/our bills within the period specified above. In the event of failure to obtain receipted vouchers in time, I/we will bring the matter to the notice of the Officer Operating the contract and I/we agree that in case such delay, all and complete charges for all supplies accepted in any month shall be submitted complete and in proper order to the AAO (ANC), Port Blair before the end of the following month.

(c) If any retrenchment be made in payment of any bill submitted be me/us other than in respect of an ordinary audit objection and except in respect of recoveries under paragraph 7 and 9 above on which final decisions have already been given such retrenchment shall be subject to an appeal, if preferred by me/us in writing within one month to the officer sanctioning the contract, whose decision shall be accepted by me/us as final. If the retrenchment be withdrawn and submission of fresh bill for the amount retrenched be sanctioned I/we shall submit this bill to the AAO (ANC), Port Blair with all necessary supporting vouchers, within fifteen days of such decision being given.

(d) My/Our security deposit or any balance thereof remaining at the end of the contract shall not be returned to me/us until my/our accounts have been finally

audited and settled and until I/we have executed the usual "No Demand Certificate" (IAFZ-451).

18. In the event of the withdrawal for reduction in the numbers of troops or animals and consequent ceasing of or reduction in demand, I/we shall not be entitled to any compensation. The Officer sanctioning the contract or officer operating the contract will however, make reasonable endeavours to give warning of any impending complete withdrawal or of any reduction seriously effecting quantities likely to be required under the contract.

19. (a) In the event of state of emergency being declared by the PRESIDENT OF INDIA in the area under which this contract is held and the control of supplies such as are required under the contract being taken over by the Civil, Military Authorities, I/we agree to obtain my/our requirements for the purpose of this contract and without extra cost to Government, i.e. without altering the original tender rate for supply under the contract.

(b) In the event of such state of emergency being declared while the contract is in force and within 60 days before expiry of the contract period, I/we hereby agree that, if desired by the officer sanctioning the contract, the contract shall continue to in force up to 60 days after the date originally fixed for the termination of the contract.

(c) Notwithstanding anything to the contrary herein contained if the Military situation necessitates such a course, this contract be terminated by the officer sanctioned the contract of giving 60 days notice at any time without the contract being entitled to any compensation on that account.

(d) After the state of emergency has been declared by the PRESIDENT OF INDIA which covers the area in which the contract is held by the Commander-in-Chief, Headquarters, Andaman & Nicobar Command, Port Blair will at his sole discretion decide the date from which the Military situation warrants the termination of the contract and such date will be communicated to me/us in writing and I/we agree to accept his decision as fully binding on me/us from that date.

19A. (a) By virtue of my/our position as a contractor, I/we fully understand that I/we am/are not to divulge any military information that may come to my/our knowledge regarding strength, composition, location or sites etc, to any un authorised persons.

(b) I/we realise that it is a criminal offence to disclose such information and my/our failure to observe these orders will involve the termination of this contract. This will also make me/us liable to prosecution under the relevant sections of Criminal Procedure Code.

(c) The same conditions will apply to any of any/our local representatives and servants employed by me/us from time to time.

(d) I/we shall take all measures necessary to ensure the safe custody of my/our contract deeds.

20. I/we acknowledge that I/we have made myself/ourselves fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and I/we shall not plead ignorance of any of these as excuse in case of complaint against or rejection of supplies tendered by me/us or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of my/our obligations under the contract.

21. (a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matter the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of the Officer sanctioning the contract as per powers conferred by clause (i) of Article 299 of the constitution or of any officer appointed by him not below the rank of "Commander". The award of the arbitration shall be final and binding on the parties to this contract.

(b) In the event of the arbitrator to whom the matter is referred denying, neglecting or refusing to act or resigning or being unable to act, including transfer to another place or his award being set aside by the court, or any reason it shall be lawful for the contract sanctioning officer to appoint another arbitration in place of the outgoing arbitrator in the matter aforesaid.

(c) It will be no objection that the arbitrator is a Government servant provided that such arbitrator had not been associated with the dispute or difference in question, not had expressed his view on any of the matters in such dispute of difference.

(d) It is further a term of the contract that no person other than the person appointed by the contract sanctioning officer as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitration at all.

(e) A demand for the arbitration shall be in writing and made within six months from the date of termination of the contract. The date of termination of contract shall mean and include:-

(i) The last date of delivery of goods according to the terms of the contract.

(ii) In case where the contract is cancelled wholly or partly the date when the letter of cancellation is issued.

(iii) It is also a term of the contract that in case the contractor(s) do/does not make any demand for arbitration in writing within 180 days of receiving the intimation from the Government that the final bill in settlement of account is ready for payment or the date on which the dispute in regard to interpretation of terms of contract has arisen, the right of the contractor to claim arbitration will be deemed to have been extinguished and absolutely barred and by virtue of abandonment of the claims the Government shall be discharged and

released of all liabilities arising out of the performance of the contract and the claims pertaining thereto.

- (f) The arbitrator may from time to time with the consent of the parties to the contract enlarge the time for making the award.
- (g) It is also a term of this contract that in case where the amount of claim of dispute is Rs. 30,000/- (Rupees thirty thousand only) and above the arbitrator shall give reasons for his award.
- (h) The venue of the arbitration shall be in place which the acceptable note was issued or such other place that the arbitrator at his discretion may determine.
- (j) Subject as aforesaid, the Arbitration Act 1940 and the rules there under and any statutory modification thereof for the time being in force or in rules made there under shall apply to the arbitration proceeding under this clause.
- (k) It is condition of this contract that by mere initiation or continuation of the arbitration proceedings, the contractor shall not stop or suspend the performance of the contractual obligations.
- (l) In this clause the expression "the officer sanctioning the contract" includes his successor in office or any other officer who is for the time being discharging the duties of such officer in addition to other functions or otherwise.
22. (a) If the rate of the contracted items is increased or decreased by an act of legislature during the currency of the contract, then the contract rate will be correspondingly varied.
- (b) I/we, in the rates tendered have taken into consideration the effect of any new bill under discussion in legislature.
23. I/we agree to military Local Purchase organisation carrying on its activities and exploring markets in any area in which I/we may obtain procedure to meet demands under this contract either for the purpose of obtaining statistical records or for the purpose of purchasing any commodity for building up reserves of augmenting supplies in other Districts as may be required from time to time or as may be consistent with any State of other Government control which may be introduced during the currency of this contract.
24. I/we agree to pay fair wages (As fixed by A & N Administration) to the labourers employed by me/us. In the event of any dispute as to what constitutes fair wages, the decision of the Area Labour Committee shall be final.
25. I/We agree to take all responsible steps necessary to ensure that all persons employed by me/us in any work in connection with the contract, have full knowledge of the Official Secrets Act and Regulations framed there under.

26. Communication of any information known during the implementation of the contract by me/us, my/our servants or agents to any persons not concerned with such information shall be treated as non-compliance with the provisions of the Official Secrets Act and or Rules there ponder and render me/us liable to such punishment as is/are prescribed there under.

27. I/We are aware that non-compliance with the above instructions shall constitute breach of the contract and shall in addition to the criminal liability referred to in (b) above also entitle the officer sanctioning the contract to cancel the contract and to purchase the articles or its substitutes at my/our risk and costs in accordance with the clause 8 of IAFZ-2120. In the event of such cancellation the articles contracted for or its authorised substitutes shall be procured by the Officer sanctioning the contract or his representative at such price and within such time as he considers fair and reasonable and the decision of this officer in this respect shall be final and binding on me/us.

28. I/we or my agents shall initial the units copy of IAFZ-1520 daily or at the time of deliveries or supplies.

29. I/we will simultaneously obtain on my/our copy of IAFZ-1520 the unit representatives initials at the time of drawing supplies.

30. **Liquidated Damage:** If the contractor fails to deliver the stores/services or any instalments thereof within the delivery period or at any time repudiates the contract before expiry of such period, the CFA, without prejudice to the right of the purchaser to any other remedy or breach of contract, may recover from the contractor, a sum equivalent to **0.5%** of the prices of any stores which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period. The total damages shall not exceed value of **10%** of undelivered goods. The LD cannot exceed the amount stipulated in the contract.

31. **Option Clause.** The buyer has an option to procure + 50% of the original contracted quantity at same rates, terms and conditions of the contract under this clause during the currency of contract. The Qualities shown in Schedule (IAFZ-2121) are approximate requirement. There is no guarantee that the requirement shall remain at this level and uniform throughout the period for contract/agreement entered. No claim for compensation whatsoever shall be made by me/us or entertained by the Government.

32. **Repeat Order Clause and Drawal.**

(a) **Repeat Order Clause.** The buyer has an option to procure + 50% of the original contracted quantity at same rates, terms and conditions of the contract under these clause within 06 months of the expiry of the contract. **However, total drawal against option clause/ repeat order clause or option clause plus repeat order clause will not exceed 50% of the total contracted quantity.**

(b) **Drawal.** The buyer has an option to draw upto **+50** and **-25%** of the original contracted quantity in accordance with same terms and conditions of the contract.

33. **Risk & Expense.** I/We understand that any of varieties of supplies for which tenders have been given may be demanded by the officer operating the contract and I/We agree to supply at the tendered rates for such article. I/We agree that in event of my/our failure from any cause whatsoever to supply the article, the contract operating officer is at liberty to purchase from another sources at my/our risk and expense these article or substitutes that may be sanctioned by the Government. The articles may be purchased from any out station as my/our risk and expense and transportation and other incidental charge on the account will also be recovered from me/us.

34. **Warranty & Shelf Life.** supplied under this contract shall be of the best quality, fresh in all respects and shall be strictly in accordance with **Defence Food Specification No 168 of 2016** as applicable for RICE RAW (SHARBATI) and as per special warranty clause (Para 33 below) to the aforesaid specifications. supplied would continue to conform to the specification and quality aforesaid for a period of **180 days** from the date of delivery of the said item to the Buyer. The Buyer may have inspected and/or approved the said item and if during the aforesaid period of **30 days** from the date of deliver it is discovered that the said item does not conform to the specification and quality of aforesaid item have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on seller and the Buyer shall be entitled to call upon the seller to rectify the stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by seller, and in such an event, the above period shall apply to the articles/stores rectified from the date of rectification mentioned in warranty thereof, otherwise seller shall pay to the buyer such compensation as may arise by reason of the breach of the warranty therein contained. **Seller will ensure a shelf life of 12 months from the date of manufacture/ packing and minimum 06 months from the date of delivery at BVY (PB).**

35. **Tolerance Clause:** HQ ANC reserves the right to 25% plus/ minus increase or decrease the quantity upto that limit without any change in the terms & conditions and prices quoted by the contractor. While awarding the contract, the quantity ordered can be increased or decreased by the HQ ANC within this tolerance limit.

36. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligation (except for failure to pay any sum has become due on account of receipt of good under the provisions of the present contract), if the non-performance result from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties that have arisen after the conclusion of the present contract.

(b) In Such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligation under this contract due to Force Majeure condition, is to notify in written form the other party of

the beginning and cessation of the above circumstances immediately, but in any case not alter than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (Six) months, either party here to reserve the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

37. **Extension of Contract.** The contract may be extended for a period of upto 06 months from the date the contract expires at the same rate, terms and condition at the discretion of the buyer.

38. **Delivery.** The RICE RAW (SHARBATI) are to be delivered by the vendor at his own cost at the following address:-

The Base Victualling Officer  
Base Victualling Yard,  
Minnie Bay, Port Blair  
Andaman – 744103  
Phone:- 03192-248961

39. **Demand.** The demand will be placed in writing/email/fax by the Base Victualling, Officer, BVY (PB) or his authorised representative **21 days** in advance.

40. **GST.** GST if applicable will be reimbursed to the vendor on production of GST tax receipt/challan alongwith the bills.



**GENERAL SPECIAL CONDITIONS**

1. I/We understand that in the case of contracts for six months and less, in the event of my/our tender being accepted, no claim for enhancement of rates under any circumstances whatsoever will be entertained.
2. I/We understand that in the case of contracts for one year, in the event of my/our tender being accepted, no claim for enhancement of rates will be entertained.
3. I/We fully understand and agree that the quantities **specified/ stated in respect of each variety** in the Schedule of Requirement/ BOQ are only **indicative and the contractor has no right to seek** or that no claim for compensation will be entertained in case these quantities be over or under drawn in whatever degree.
4. I/We have no cause for compensation should the Military Defence Authorities make available and issue to troops the stock of firewood procured from Government sources under their own arrangements but sufficient notice will be given to me/us of such action.
5. I/We agree that payment for supplies/services rendered under the terms of this contract will be made to the credit of my/our account in a Registered Bank of India.
6. I/We agree that so long as there is no control order under which the maximum price is fixed below the agreed price, Government shall pay the goods at the agreed rate and in the event of such control order being made and put in force, the price shall be maximum fixed under the control order in force at the time of delivery.
7. I/We hereby agree that the President of India shall be discharged from all liability under the control or otherwise in suit where such suit lies, is commenced within six months from the expiration of the period mentioned in clause 1 hereof or any extension thereof.
8. The officer sanctioning the contract may extend the period of six months aforesaid in writing. If owing to audit objections, it is NOT in the opinion of the officer sanctioning the contract, practical for me/us to commence such arbitration of suit within the period aforesaid. Nothing contained in the above provisions shall apply to the refund of such portion of the security deposit as is refundable to me/us after all admissible deductions.
9. I/We agree to appoint a reliable and intelligent representatives as my/our agent who will attend unit ration stands daily and who will be given necessary powers by me/us to make prompt arrangements for replacements of any supplies rejected at ration stands/Base Victualling Yard/ other places at Port Blair. Such representatives shall be authorised by me/us to sign IAF (S) 1520 at all times of delivery of supplies.
10. In the event of my/our leaving the station temporarily for a short period the name and address of my /our legal representatives, who will answer for me/us during the period of my /our séance, will be reported to the officer operating the contract. A power of attorney appointing such representative will be lodged with the Base Victualling Officer, Port Blair.

11. These specification and conditions are to be read as forming part of the first schedule and in the event of the tender being accepted form an integral part of the contract.
12. I/We agree to pay the hire charges for the Government Transport supplied to me/us at my/us at my/our request in the case of failure of public transport services due to any clause (s) at the rate fixed by the Government in accordance with orders which may be current at the time of transport is hired.
13. I/We clearly understand that the aforesaid clause does not in any way bind or oblige the Government to provide me/us with the services. The decision of the Commander-in-Chief, Headquarters, Andaman & Nicobar Command, Port Blair in this matter will be final and binding on me/us.
14. In case of any dispute (s) between me/us and the Officer operating the contract regarding quantities/quality of the supplies tendered I/we agree to abide by the decision of the Commander-in-Chief, Headquarters, Andaman & Nicobar Command, Port Blair to investigate the case and his decision shall be final and binding on me/us.
15. I/We understand that no tender will be accepted unless correctly signed and witnessed. This applies to all conditions and special conditions and all other relevant contractual documents. If the contractor does not himself sign, then the person signing on his behalf must be certified as having a registered Power of Attorney to sign for the tendering contractor (s).
16. I/We certify that I/We have in the rates tendered taken into account the effect of any new bill or bills under discussion in the Legislature.
17. I/We further agree that in the event of any tax/taxes be required to be paid to any local authorities on account of my/our contract, the same shall be paid by me/us and that the Government will not bear any liability on that account.
18. No guarantee of Government assistance such as export permits, priority certificate for railway movement, petrol coupons for contractors vehicles and so on is implied and the giving such assistance at any state or its derail will not prejudice the contractual rights of the Government.
19. I/We agree that Government shall have the right to issue the articles contracted for or their authorised substitute mentioned in the schedule obtained from any Central Government aided sponsored scheme (s) from State Government/Unit Gardens either within or outside the area covered by this contract or Govt tinned stuffs in lieu of any article being supplied by me/us under this contract and I/We shall have no claims against the Government as damages or compensation on account of a suspension, deduction or supplies causes by such issues.

## **EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirement of the RFP.
  - (b) The bidder should quote the basic price including freight charges but excluding taxes as applicable. The bidder should fill the required columns as given in the BOQ.
  - (c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
  - (d) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations (as per existing CVC guidelines/ Government instructions) as decided by the Price Negotiation Committee and if found acceptable based upon Benchmarking rates as per the existing Govt instructions/ guide lines.

**Part V****SCHEDULE OF REQUIREMENT**

Supplies Required : RICE RAW (SHARBATI)

At : Base Victualling Yard, Port Blair

Period : One year from the date of award of contract.

Items	Deno	Qty. (Kgs)
<b>RICE RAW (SHARBATI)</b>  Length to breadth ratio should be 4.0 and above & average grain length before cooking should be 6.9 to 7.2mm.	Kgs	7,20,000.000

**Note: -**

- (a) **RICE RAW (SHARBATI), as per Defence Food Specification No. 168 of 2016. Sella (Parboiled), steam rice etc. are not acceptable.**
- (b) Item to be supplied as on required basis for a period of one year from the date of award of contract.
- (c) BoQ (Bill of Quantities) is uploaded in the website [www.eprocure.gov.in](http://www.eprocure.gov.in).
- (d) Quote your rate/ price per Kgs in Rs. in the BoQ only.

**Appendix A to RFP/ Tender Form for  
supply of RICE RAW (SHARBATI)**

**TECHNICAL BID**

(Please read the instructions carefully before filling the form. Firm may attach additional page and the same be given enclosure number for reference. REQUEST SUBMIT TECHNICAL BID IS SEPARATRE ENVELOPE)

**WARNING:** IF ANY COLUMN IS NOT FILLED OR ANSWERED IN NEGATIVE. BID OF THE FIRM MAY BE SUMMARILY REJECTED.

SNo	Particulars	Details	Mention Encl No.
	<u>Details of Company</u>		
1.	<b>Name and full address of the firm with telephone, Fax No. &amp; email ID.</b>	Address :          Tele No : Fax No : E-mail ID :	
2.	<b>Status of applicant – Proprietorship/ Partnership/ Private Company/ Public Ltd Company/ Cooperative/ Small Scale Industries/ Authorised Agent.</b>  (Copy of the Incorporation Certificate/ Partnership deed with registration certificate/ Memorandum of articles & Articles of Association etc. To be enclosed).		
3.	Registered with HQ ANC/ any other organisation under the Min of Defence, GOI for supply of RICE RAW/dry rations.	Yes/No  (if yes than attach self-attested copy of registration certificate)	

4.	Details of the authorised representative who will liaise with Base Victualling Yard, Port Blair	Name : Address :          Contact Details :  (i) Cell No : (ii) Tele No: (iii) E-mail ID :	
5.	Details of the Rice Mill/Manufacturer from whom the RICE RAW (SHARBATI) is being sourced.	Name of Rice Mill/Manufacturer:       Address:       Contact Details :  (i) Cell No : (ii) Tele No: (iii) E-mail ID :	
6.	<b>Financial Status</b>	Details (Financial Years)	Encl No.
		<b>2014-15</b>	<b>2015-16</b>
	<b>Applicant's average Financial Turn Over for the last three completed financial years.</b>  (Enclose self attested copies of audited balance sheet)		

SNo	Particulars	Details	Encl No.
	<b><u>Statutory Certifications</u></b>		
1.	<b>Permanent Account Number (PAN) (Enclose a copy of PAN)</b>		
2.	<b>GSTIN No.</b>  (Enclose copy of the registration certificate )		
3.	<b>Copy of the IT return files by the vendor/ firm duly received by the concerned Income Tax Office for the last three completed years.</b>  (Only top sheet to be submitted)		
4.	<b>Copy of registration/ License issued the FSSAI (Food Safety and Standards Authority of India)</b>  (Enclose copy of the FSSAI registration/ License of both the Rice Mill and the vendor)	Rice Mill-  Vendor-	

**Note:- All documents are to be self-attested by the prospective bidders.**

**Additional Conditions (Mandatory)**

<b>SNo</b>	<b>Conditions</b>	<b>Indicate (Yes/ No)</b>	<b>Details</b>
1.	Samples of RICE RAW (SHARBATI) in 1 Kg packet labelled and the name of the firm duly submitted alongwith the technical bid.  <b>Note</b> : Length to breadth ratio should be <b>4.0 and above</b> & average grain length before cooking should be <b>6.9 to 7.2mm</b> .	Yes/No	
2.	Certificate from the Rice Mill/Manufacturer from whom the Rice is being sourced by the bidder on the mill's letterhead stating the sample is of RICE RAW (SHARBATI).	Yes/No	
3.	Delivery within 28 days of issue of Supply order	Yes/No	
4.	Agree to supply in <b>(25 Kgs HDPE Bag)</b> as demanded by BVY (PB) as per Defence Food Specifications 168 of 2016.	Yes/No	
5.	Validity of quotation up to <b>120 days</b>	Yes/No	
6.	Accepting all terms & conditions given in tender form (i.e. Part III, IV & General Special Conditions), and Defence Food Specifications	Yes/No	
7.	EMD (with <b>165 days or above</b> validity) i.e. up to.....	Yes/No	
8.	Tender Fee	Yes/No	

**Note : Non submission of samples of RICE RAW (SHARBATI) in 1 Kg packet or / and any other documents as asked for will result in rejection of the technical bid.**

**Clarification if any will be sought at the discretion of the buyer.**



**VERIFICATION**

1. I/We \_\_\_\_\_ solemnly declare that to the best of my/ our knowledge and belief, the information given in this application form and the annexure and statements accompanying it are correct, complete and truly stated and also that we shall be found by the acts of my/ our duly constituted attorney.

2. I/ We understand that I/ We would be required to supply products as per specifications provided herewith or modified specification as provided in the tender or as per any communication from Army in this regard.

3. The following person (S) may be contracted for any information or clarifications relating to our firm :-

Name :

Designation

Telephone :

Mobile :

E-mail :

Dated :

\_\_\_\_\_  
(Signature of the Applicant)

SEAL

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Website : \_\_\_\_\_

**Appendix 'B'**  
**(Refer to Para 4 of**  
**Part II of RFP)**

**CERTIFICATE REGARDING ACCEPTANCE OF TERMS & CONDITIONS OF RFP**

To,  
The Commander-in-Chief  
HQ, Andaman & Nicobar Command  
Delanipur, Haddo P.O.,  
Port Blair, Andaman-744102

**SUBJECT: ACCEPTANCE OF TERMS & CONDITIONS OF RFP NO. ANC/52457/ RICE RAW /BVY/18-19 DATED DEC 17, FOR PROCUREMENT OF 7,20,000.000 KGS RICE RAW (SHARBATI) FOR BASE VICTUALLING YARD, PORT BLAIR.**

Sir,

1. I/We have downloaded the RFP No., ANC/52457/ RICE RAW/BVY/18-19 for procurement of 7,20,000.000 Kgs RICE RAW (SHARBATI) from the website (<http://eprocure.gov.in/eprocure/app>) as per your advertisement, given in the above mentioned website.
2. I/We hereby certify that I/We have read the entire terms and conditions, mentioned in the above mentioned RFP (including those mentioned Annexure, Appendices, Defence Food Specification etc. enclosed with the RFP), which will form part of contract.
3. I/We have also read corrigendum (s) issued from time to time by HQ, Andaman & Nicobar Command, Port Blair (hereinafter referred to as APO) prior to submitting this acceptance letter.
4. After having read the RFP as mentioned above, I/We hereby unconditionally accept all the terms & conditions mentioned in the RFP (including those mentioned in Annexure, Appendices, Defence Food Specification etc. enclosed with the RFP).
5. In case any provision of the RFP are found violated, HQ, Andaman & Nicobar Command, Port Blair shall be at liberty to reject this tender/bid including the forfeiture of the full Earnest Money Deposit (EMD) amount submitted along with tender and we shall have NO claim/ right whatsoever against APO in satisfaction of this condition.

Yours faithfully,

**Appendix 'C'**

**(Refer to Para 4 of Part II of RFP)**

**CERTIFICATE FOR SELF CERTIFICATION**

**(TO BE RENDERED BY THE SELLER WITH EACH DELIVERY TO THE CONSIGNEE)**

1. I/WE self-certify that quantity \_\_\_\_\_MT of \_\_\_\_\_supplied on \_\_\_\_\_(dte) to \_\_\_\_\_(Depot/Unit) conforms to **Defence Food Specifications No. 168 of 2016**.

2. RICE RAW (SHARBATI) supplied by me /us would continue to conform to the Defence Food Specification 2016 for a period of 180 days from the date of delivery of the said item to the Buyer on an 'as is where is basis' and with a shelf life of one year from the date of milling.

3. In the aforesaid period of 180 days from the date of delivery if it is discovered that the RICE RAW (SHARBATI) supplied is not confirming to **Defence Food Specifications No. 168 of 2016**. The decision of the Buyer in that behalf shall be final and binding on me/us and the Buyer shall be entitled to call upon me/us to replace the stores or such portion thereof as is found to be deteriorated by the Buyer. In such an event, the above period shall apply to the RICE RAW (SHARBATI) replaced from the date of replacement mentioned in warranty. Thereof, otherwise I/WE shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty there in contained.

\_\_\_\_\_  
(Signature of tenderer(s))

Station :

\_\_\_\_\_  
{Name in Block letter (Capacity/Prop/Partner)}

Dated :

Signature of witness \_\_\_\_\_

(Name in Block letters)

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Refer to Para 14 of Part I -  
General Conditions of RFP)

**EMD BANK GUARANTEE FORMAT**

Whereas..... (herein after called the "Bidder") has submitted their offer dated ..... for the supply of ..... (herein after called the "Bid") against the Buyer's Request for proposal No..... KNOW ALL MEN by these presents that WE..... of .....of having our registered office at ..... are bound unto..... (herein after called the "Buyer") in the sum ..... For which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 2017.

The conditions of obligations are:-

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
- (3) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- (4) Fails or refuses to accept / execute the contract,

We undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorised officer of the Bank)  
Name and designation of the officer

**Seal, name & address of the Bank and address of the Branch**

**SECRETARIAT**  
**OF**  
**THE TECHNICAL STANDARDISATION COMMITTEE (FOOD STUFFS)**  
**(DIRECTORATE GENERAL OF SUPPLIES AND TRANSPORT)**

**DEFENCE FOOD SPECIFICATIONS-2017**

**SPECIFICATION NO 168 : RICE RAW**  
**(TEMP)**

**Quality**


1. The rice raw shall consist of non basmati varieties to include Sharbati, Sona Masuri, IR-64, Parmal and equivalent varieties, available as per the crop pattern in the local market. The rice shall be well hulled, lightly milled and under polished, clean, uniform in size and colour, sound, sweet and wholesome. The rice shall be free from moulds or other infections, live infestation, colouring agents, obnoxious smell, poisonous substances, Argemone mexicana and kesari in any form and all other impurities except to the extent Indicated para 6 (b) below.

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

**Packaging**

3. (a) **'B' Twill Trade Jute 50 Kg Bags**. The rice shall be packed in New Virgin 'B' Twill Trade Jute 50 Kg Bags as per Bureau of Indian Standards specification No IS : 12650-1997 and IS : 9113 – 1993 (reaffirmed in 2006) for Testing and Quality check. The bags will conform to the following dimensions:-

<u>S No</u>	<u>Characteristic</u>	<u>Requirement</u>	<u>Tolerance</u>
(i)	Outside length (cms)	94	+ 4 cms
(ii)	Outside Width (cms)	57	- 0 cms
(iii)	Ends per dm (Nos)	76	+4/-2(Max 80,Min 74)
(iv)	Picks per dm (Nos)	28	+2/-1(Max 30,Min 27)
(v)	Corrected mass (in gms)	665	+10 percent / -7.5 percent.

  
(Sd/-) SAFIU)  
Lt Col.  
JDST (TO)  
QM's Branch (ST-7/8)  
Integrate: HQ of MoD (Army)  
Timarpur, Delhi-110054

VETTED ON 09 JUN 2017

(vi)	Average breaking strength	As per IS : 9113 : 1993 (Reaffirmed in 2006).
(vii)	Average scam strength	As per IS : 12650 : 1997 and IS : 9113 : 1993 (reaffirmed in 2006).
(viii)	Max Moisture Regain Percentage	22 Percent.
(ix)	Max oil content on dry decoiled material basis percentage.	08 percent

Note: The mouth of each bag used should be double machine stitched. Each Bag shall contain 50 Kgs nett of Rice.

OR

**50 kgs HDPE Woven Bags.** As per requirement the rice shall be packed in 50/25 kgs High density Polyethylene (HDPE)/Polypropylene (PP) woven sacks as per Bureau of Indian Standards specification No IS: 14887-2000 for Testing and Quality check.

S No	Characteristic	Requirement		Tolerance
		Type 1	Type 2	
(i)	Capacity	50 Kg	25 Kg	
(ii)	Dimensions (cms) (See Notes 1 and 2)			
	(aa) Inside length	100	65	+ 2 cm
	(ab) inside width	57	48	- 1cm
(iii)	Mass of sack, g (See Notes)	135	67	+ 6 percent - 3 percent
(iv)	Ends per dm	48	44	
(v)	Picks per dm	48	44	± 2
(vi)	Average breaking strength of fabric, Min (Revelled strip method, 325 mm x 70 mm <sup>1</sup> ) (N <sup>2</sup> ) (kgf)			
	(aa) Lengthwise	882 (90)	784 (80)	
	(ab) Widthwise	882 (90)	784 (80)	
(vii)	Average breaking strength of bottom seam (Strip Method), min N <sup>2</sup> (kgf).	363 (37)	323 (33)	

(viii) Elongation at break fabric  
(Ravelled strip method), percent

(aa)	Lengthwise	20	20	± 5
(ab)	Widthwise	20	20	

### **Notes**

1. The specified dimensions provide for optimum free space of minimum 20 percent of length when measured along the surface of the fabric from mouth-stitch line of the sacks up to the surface level of contents.

2. The mass of sack is based on fabrics weighing 106 g/m<sup>2</sup> and 96 g/m<sup>2</sup> for Type 1 and Type 2 sacks respectively.

- <sup>1)</sup> Width after raveling = 50 mm, Gauge length = 200 mm.  
<sup>2)</sup> 1N = 0.102 kgf (approx).

OR

The rice shall be packed in light weight 50 Kg Jute Bag as per Bureau of Indian Standards specification No IS : 16186:2014 for Testing and Quality check. The bags will conform to the following dimensions:-

<u>S No</u>	<u>Characteristic</u>	<u>Requirement</u>	<u>Tolerance</u>
(I)	Outside length (cms)	94	
(ii)	Outside Width (cms)	57	
(iii)	Ends per dm (Nos)	64	+4/-3
(iv)	Picks per dm (Nos)	28	+2/-2
(v)	Corrected mass (in gms)	580	+8 percent / - 6 percent.
(vi)	Average breaking strength	1.570	
(vii)	Average scam strength	1.420	
(viii)	Max Moisture Regain %	22 Percent.	
(ix)	Max oil content on dry	03 percent	

decoiled material basis percentage.

Note: The mouth of each bag used should be double machine stitched. Each Bag shall contain 50 Kgs nett of Rice.

**Marking**

4. The bags shall be stenciled with food grade dyes on one side as follows:-
- (a) Rice Raw (In 5.0 to 6.0 cm characters).
  - (b) Nett weight.
  - (c) Month of packing.
  - (d) Name of supplier.
  - (e) UID No (Applicable for NeML Contracts only)

**Warranty**

5. In accordance with special warranty clause as per appendix 'B' to this specification, the warranty period shall be six months.

**Inspection**

6. An inspection shall be carried out by the Director General of Supplies and Transport, or an officer acting on his behalf, on all supplies tendered for acceptance. The decision of this officer shall be final.

7. Rice Raw shall conform to the following analysis:-

(a)	Moisture content	Max 13.0%
(b)	<b><u>Refractions.</u></b>	
(i)	Broken	Max 7.0%
(ii)	Foreign matter #,	Max 0.50%
(iii)	Damaged and Slightly damaged grains	Max 1.0%
(iv)	Discoloured Grains	Max 1.0%
(v)	Chalky Grains	Max 5.0%
(vi)	Red Grains	Max 0.5%
(vii)	Admixture of lower grades other than being examined	Max 8.0%
(viii)	Dehusked Grains	Max 4.0%
(ix)	<b><u>Length / Breadth Ratio.</u></b>	
(aa)	IR 68/IR 8/Sona Masuri	2.5 and above
(ab)	Parmal	3.3 and above
(ac)	Sharbati	4.0 and above

# Not more than 0.25% by weight shall be inorganic matter including not more than 0.10% by weight shall be impurities of animal origin.

**Method of Analysis**

8. The methods of analysis are to be followed as given in BIS Specification No IS: 4333 [Part I of 1996(reaffirmed 2005) for refractions and Part II-2002 for Moisture Content]. The definitions of the various items of refractions are given in Appendix 'A' to this DFS.



**Mandatory Requirements of FSSAI / BIS**

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

**APPENDIX 'A' TO TEMPORARY SPECIFICATION**  
**NO 168 (TEMP) FOR RICE RAW – 2017**

1. The definition of the refractions and method of analysis are to be followed as given in BIS Specification No IS: 4333 [Part I of 1996(reaffirmed 2005) for refractions and Part II -2002 for Moisture Content] and IS: 2813 – 1995 (reaffirmed 2005).
2. The method of sampling is to be followed as given in BIS Specification No IS: 14818 – 2000 for “Method of sampling of Cereals and Pulses”.
3. Brokens less than 1/8<sup>th</sup> of the size of the full kernels will be treated as Organic Foreign Matter. The brokens of the size of 1/8<sup>th</sup> to 1/4<sup>th</sup> shall not exceed 1%.
4. Dehusked grains are rice kernels whole or broken which have more the ¼ of the surface area of kernel covered with the bran and determined as follows:-

**Analysis Procedure.** Take 05 gram of rice (sound head rice and broken) in a Petri dish (80 x 70 mm). Dip the grains in about 20 ml of Methylene blue solution (0.05% by weight in distilled water) and allow to stand for about one minute. Decant the Methylene Blue solution. Give a swirl wash with about 20 ml of dilute hydrochloric acid (5% solution by volume in distilled water). Give a swirl wash with water and pour about 20 ml of Metanil Yellow solution (0.05% by weight in distilled water) on the blue stained grains and allow to stand for about one minute. Decant the effluent and wash with fresh water twice. Keep the stained grains under fresh water and count the dehusked grains, count the total number of grains in 5 gram of sample under analysis. Three brokens are counted as one whole grain.

**CALCULATION**

$$\text{Percentage of dehusked grains} = \frac{N \times 100}{W}$$

Where N = Number of dehusked grains in 5 gram of sample  
W = Total number of grains in 5 gram of sample.

\*\*\*\*\*

**APPENDIX 'B' TO SPECIFICATION NO 168 (TEMP) FOR RICE (RAW) -2017**  
**SPECIAL WARRANTY CLAUSE**

1. The contractor warrants the supplies delivered to be sound, wholesome, and meet the quality parameters as per DFS of Rice, for a period of SIX MONTHS from the last day of the month of delivery in any climate and under all conditions of storage and movement in India.

2. In the event of the supplies or a part of having been declared during the period of warranty as being unsound, unwholesome or not meeting quality parameters as per DFS, by the Director General of Supplies and Transport, QMG's Branch Army Headquarters, New Delhi or any officer acting on his behalf (whose opinion as to whether or not it meets the quality parameters as per DFS the particular consignment is sound, wholesome, or will be final), the purchaser will have the right to dispose of the condemned stock in any way he considers necessary after giving due notice to the contractor and also, at his discretion, either to allow the contractor to replace the condemned stock within a specified period or to recover from the contractor the contract price thereof together with all incidental and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. The opinion of the Chief Director of Purchase or an officer acting on his behalf in regard to these charges will be final.

3. The declaration by the Chief Director of Purchase or any officer acting on his behalf communicated to the contractor in writing that a particular consignment has been condemned will be taken by the Contractor as the conclusive evidence of the proper condemnation of that consignment provided that such communication is issued by the Chief Director of Purchase within 45 days of the Expiry of the Warranty Period. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.