

## **Specifications and Terms Conditions for Raw Materials**

### **RICE BRAN EXTRACTION**

#### **SPECIFICATIONS:**

1. Moisture : Maximum 10%
2. Crude Protein : Minimum 15%
3. Crude Fibre : Maximum 12%
4. Acid/Insoluble Ash : Maximum 5%
5. Supply only in gunny Bags.

#### **QUALITY CUTS:**

- Moisture : No quality cut upto 10%  
Above 10% to 12%, Quality cut 1% per unit  
Above 12% to 14% Quality cut 2% per unit  
Above 14% to 16% Quality cut 3% per unit  
Above 16% rejection/BO with quality cut 4% per unit
- Crude Protein : No quality cut above 15%  
Below 15% to 13% Quality cut 2% per unit  
Below 13% to 11% Quality cut 4% per unit  
Below 11% rejection/BO with quality cut 6% per unit
- Crude Fibre : No quality cut upto 12%  
Above 12% to 15% Quality cut 1% per unit  
Above 15% to 18% Quality cut 2% per unit  
Above 18% rejection/BO with quality cut 3% per unit
- Acid/ Insoluble Ash : No quality cut upto 5%  
Above  
5% to 6% Quality cut 1% per unit  
Above 6% to 7% Quality cut 2% per unit  
Above 7% rejection/BO with quality cut 3% per unit
- Bardana Cut : Rs. 5/- per bag will be imposed for torn /damaged bardana.

## **Term & Conditions**

1. The material will be received in the factory between 9:00 am to 4:00 pm except Sundays and other holidays.
2. **Quantity:**  $\pm$  5% of the tendered quantity. In case there is variation of more than 5% and settlement at the current market price is involved, in such cases, the exact quantity contracted shall form the basis.
3. In case of the failure of the seller to deliver the goods in the specified period, the buyer shall have the option to cancel the contract and make risk purchase at the cost/ risk of supplier, difference in price over and above the contract plus other losses occurred due to non supply of the material will be recoverable from the seller.
4. The Rate must be quoted on F.O.R. to our mill delivery basis at Kapurthala/Gidderbaha inclusive of all taxes, levies, freight and octroi/toll or any other expenses etc as applicable.
5. **The supply will be in gunny bags & rate quoted will be PMT (Per Metric Ton).**
6. **Payment:** 75% payment after receipt of material within seven days along with proper bill & balance 25% after receipt of analysis report.
7. **Sampling & Analysis :**

Four representative samples will be drawn and sealed jointly by the buyers and sellers from each consignment. In case the representative of the seller is not present at the time of drawl of samples, the samples shall be drawn by the buyer which shall be binding on the seller.

Three samples will be retained by the buyer and one by the seller. One of the samples retained by the buyer shall be tested in their lab and the results thereof conveyed to the seller within 15 days from the drawl of samples. In case the seller intends to go in for second test, he may do so by intimating in writing within 3 days of the issue of 1<sup>st</sup> analysis report by the buyer. In such event, the seller will have to submit the 2<sup>nd</sup> report to the buyers within 30 days of the issue of 1<sup>st</sup> analysis report. In case the seller fails to submit the report of 2<sup>nd</sup> test of an independent Lab after intimating his intention to go in for 2<sup>nd</sup> test, the result shall be finalized. Buyer can accept the 2<sup>nd</sup> test t or reject the same and go in for 3<sup>rd</sup> test by sending the 2<sup>nd</sup> available sample with them to an independent lab. The buyers will convey their intention to go in for 3<sup>rd</sup> test within 7 days of the receipt of the 2<sup>nd</sup> report from seller. On receipt of the report of 3<sup>rd</sup> test of the independent lab, the result shall be finalized from the mean of the nearest two results of the three which shall be binding on both buyers and seller. The final payment shall be released as per these results.

8. Bardana cut : Rs. 5/- per bag will be imposed for torn /damaged bardana.
9. **Weighment:** Unless until specified the weight receipt in the premises of the factory will be considered as final.
10. All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred to the sole arbitration of an arbitrator to be appointed by the SPA/Markfed from the panel of the independent Arbitrators. The second party will have no objection to the appointment of the arbitrator from the panel of the independent Arbitrators Maintained by SPA/Markfed, which is in consonance with the 7<sup>th</sup> schedule of the Arbitration & conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the parties to the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the SPA/Markfed concerned at the time of such transfer, vacation of office, death or inability, shall appoint another person to act as Arbitrator.  
Subject as aforesaid, the Arbitration & Conciliation Act. 1996 (as amended in 2015) or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. The fee of the Arbitrator so appointed shall be governed by the terms and conditions of Markfed
11. **Jurisdiction: This Contract is subject to Jurisdiction of** Kapurthala and Gidderbaha respectively.

## **RICE BRAN**

### **SPECIFICATIONS:**

1.	Moisture percent by Mass	:	Maximum	10.0%
2.	Crude Fat , percent by Mass	:	Minimum	16.0%
3.	Crude Protein (NX6.25) , percent by Mass	:	Minimum	13.0 %
4.	Crude Fibre, percent by Mass	:	Maximum	10.0%
5.	Acid Insoluble Ash, percent by Mass	:	Maximum	5.0%

Premium will be given @ 3% per unit oil over & above 16 % up to 18 % Max.

Conditions:-

- i) The requirements for item no.3 to 5 are on moisture free basis & for item 2 as such basis.
- ii) The material shall be free from adulterants, musty and stale odour, sour or rancid taste and from lumps, dust and extraneous matters including iron or other metallic pieces. The rice bran shall be free from fungus or insect infestation.
- iii) Each entire consignment should contain homogenous mixture, failing which material shall be rejected straight away.
- iv) No appreciation in rate will be allowed if the material supplied by the firm is found better in quality. However for sub- standard material proportionate rebate/cut/deduction will be applied as under:-

Sr.no	Particulars	Ist Stage in %age		2 <sup>nd</sup> Stage in %age		3 <sup>rd</sup> Stage In %age	Remarks
1.	Moisture	10.01 to 12.00	1 : 1	-----	-----	-----	Above 12 % rejected
2.	Crude fat (per unit oil)	15.99 to 12.00	1 : 1	(6.25% per unit up to 12 %)	-----	-----	Below 12 % rejected
3.	Crude fibre	10.01 to 12.00	1 : 1	12.01 to 14.00	1 : 2	-----	Above 14 % rejected
4.	Crude Protein	12.99 to 10.00	1 : 1	-----	-----	-----	Below 10 % rejected
5.	Acid Insoluble ash	5.01 to 6.00	1 : 1	6.01 to 7.00	1 : 2	-----	Above 7% rejected

Markfed reserve the right to reject wholly/partly the material not confirming to the above specifications.

## **Term & Conditions**

1. The raw material will be received in the factory between 9:00 am to 4:00 pm except Sundays and other holidays.
2. **Quantity:**  $\pm$  5% of the tendered quantity. In case there is variation of more than 5% and settlement at the current market price is involved, in such cases, the exact quantity contracted shall form the basis.
3. In case of the failure of seller to deliver the goods within the period specified the buyer shall have the option to cancel the contract and make risk purchase at the cost/ risk of supplier, difference in price over and above the contract plus other losses occurred due to non supply of the material will be recoverable from the seller.
4. **The supply will be in gunny bags & rate quoted will be PMT (Per Metric Ton).**
5. The Rate must be quoted on F.O.R. to our mill delivery basis at Kapurthala/Gidderbaha inclusive of all taxes, levies, freight and octroi/toll or any other expenses etc as applicable.
6. **Payment** : After the receipt of the raw material in our factory 75% payment will be released within seven days and the balance 25% payment shall be released after the receipt of lab results of the buyer and acceptance of the same by seller. If the seller does not accept the results and opt for the 2nd test and as stipulated the buyer simultaneously also goes for the third test, 25% payment will be released on finalization of results as per procedure prescribed in the clause 7.
7. **Sampling & Analysis** : Four representative samples will be drawn and sealed jointly by the buyers and sellers from each consignment. In case the representative of the seller is not present at the time of drawl of samples, the samples shall be drawn by the buyer which shall be binding on the seller.  
Three samples will be retained by the buyer and one by the seller. One of the samples retained by the buyer shall be tested in their lab and the results thereof be conveyed to the seller within 15 days from the drawl of samples. In case the seller intends to go in for second test, he may do so by intimating in writing within 3 days of the issue of 1<sup>st</sup> analysis report by the buyer. In such event, the seller will have to submit the 2<sup>nd</sup> report to the buyer within 30 days of the issue of 1<sup>st</sup> analysis report. In case the seller fails to submit the report of the 2<sup>nd</sup> test of an independent Lab after intimating his intention to go in for the 2<sup>nd</sup> test, the result shall be finalized. Buyer can accept the 2<sup>nd</sup> test or reject the

same and go in for the 3<sup>rd</sup> test by sending the 2<sup>nd</sup> available sample with him to an independent lab. The buyers will convey their intention to go in for 3<sup>rd</sup> test within 7 days of the receipt of the 2<sup>nd</sup> report from seller. On receipt of the report of 3<sup>rd</sup> test of the independent lab, the result shall be finalized from the mean of the nearest two results of the three which shall be binding on both buyers and seller. The final payment shall be released as per these results.

8. **Bardana cut** : Rs. 5/- per bag will be imposed for torn /damaged bardana.
9. **Independent Lab** : Independent lab mentioned above means any approved lab by The Solvent Extractors Association of India, Mumbai.
10. **Quality** : Fresh stocks of Rice Bran shall be accepted and in case the stocks are heated or damaged due to any reasons, the same will not be accepted.
11. **Weighment** : Unless and until specified the weight receipt in the premises of the factory will be considered as final.
12. All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred to the sole arbitration of an arbitrator to be appointed by the SPA/Markfed from the panel of the independent Arbitrators. The second party will have no objection to the appointment of the arbitrator from the panel of the independent Arbitrators Maintained by SPA/Markfed, which is in consonance with the 7th schedule of the Arbitration & conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the parties to the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the SPA/Markfed concerned at the time of such transfer, vacation of office, death or inability, shall appoint another person to act as Arbitrator.

Subject as aforesaid, the Arbitration & Conciliation Act. 1996 (as amended in 2015) or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. The fee of the Arbitrator so appointed shall governed by the terms and conditions of Markfed.
12. **Jurisdiction: This Contract is subject to Jurisdiction of** Kapurthala and Gidderbaha respectively.