



**NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDRATION OF INDIA LIMITED.**

NAFED HOUSE, SIDHARTH ENCLAVE, ASHRAM CHOWK, RING ROAD, NEW  
DELHI-110014.

Website: [www.nafed-india.com](http://www.nafed-india.com); E-Mail : [itd@nafed-india.com](mailto:itd@nafed-india.com)

Phone No.011-26340019

**( INTERNATIONAL TRADE DIVISION )**

# **EOI DOCUMENTS**

Expression of Interest (EOI) for Empanelment of Experienced and Internationally Reputed Inspection Agencies / Surveyor for sampling & Assaying of Agricultural Commodities at the time of Shipment/unloading of agri commodities at Load/discharge Port(s) in India & other countries across the world.

**EOI Ref. No.:- NAFED/ITD/EOI/Surveyor/7-18/2017-18/(03)**

**Dated : 12/01/2018**

**EXPRESSION OF INTEREST (EOI) INVITED FOR EMPANELMENT OF EXPERIENCED  
AND INTERNATIONALLY REPUTED INSPECTION AGENCIES / SURVEYORS**

Nafed shall undertake the export of various Agricultural Commodities to different countries across the world. For this purpose Nafed invites applications for empanelment of experienced and internationally reputed inspection agencies / surveyors for sampling, assaying and inspection of Agri-Commodities at the time of shipment/unloading of goods at load /discharge port in India and other countries across the world. The selected service providers will be empanelled with NAFED for a period of one year from date of empanelment.

- a) The application form and other terms & conditions may be downloaded from NAFED website [www.nafed-india.com](http://www.nafed-india.com). NAFED reserves its right to accept or reject any or all the applications.
- b) Intending parties shall submit sealed prescribed application form (duly filled in), completed in all respect along with supporting documents to International Trade Division, 1, NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi -110014.

**“Application for Enplanement with NAFED as Surveyor / Inspection Agency”**  
must be written on the sealed envelope.

- c) The application must be accompanied with non refundable processing fees of Rs.10,000/-(Rupees Ten Thousand only), by way of Demand Draft / Pay order drawn on any Nationalized or Scheduled Commercial Bank in favour of NAFED payable at New Delhi.
- d) Empanelled Surveyor shall deposit security amount of **Rs.25,000/- (Rs. Twenty Five Thousand Only)** by way of demand draft or payorder drawn on any nationalized/schedule commercial bank in favour of NAFED payable at New Delhi. Security amount shall also be deposited through RTGS/NEFT in the bank account of NAFED as per bank details give below.

**Beneficiary Name : NAFED**  
**Bank Name : Yes Bank Ltd., Chanakyapuri Branch, New Delhi**  
**S/B Account No. : 00039460000220**  
**IFSC Code of Bank : YESB0000003**

Security amount shall be deposited by the empanelled surveyor within three working days from signing of an empanelment agreement as per **Annexure –E** with NAFED. Security amount shall be refundable to the surveyor after completion of their empanelment period. No interest shall be paid by NAFED on security amount. If surveyor fails to deposit the security amount within stipulated period, his empanelment would get cancelled.

- e) The application form and other terms and conditions may be downloaded from NAFED's website [www.nafed-india](http://www.nafed-india).
- f) NAFED shall constitute an Evaluation Committee which shall evaluate the application forms submitted by the applicants and examine the documents provided by the applicants vis-a-viz requirements specified in the application form.
- g) This EOI shall consist of Technical Proposal only. Financial proposals / bids from the empanelled inspection agencies / surveyor only shall be called by NAFED through written communication separately as per requirements of individual contract from time to time. No public notice for financial bid shall be issued except that empanelled agencies shall be informed directly through written communication.

## **1. Introduction**

1.1 National Agricultural Cooperative Marketing Federation of India Limited (NAFED), is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS) for and on behalf of Government of India. NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.

1.2 NAFED proposes to draw a panel Inspection Agencies / Surveyors for sampling / analysing of Agri commodities at the time of shipment in Indian Port(s) and at the time of unloading discharge port(s) in different countries across the world.

## **2. Scope of Work.**

Services are to be tendered for carrying out inspection and analysing work involving inter-alia sampling /analysing of various Agricultural Commodities to be exported by Nafed or its empanelled suppliers from all major ports in India. Duties & responsibilities of the inspection agencies / surveyors are briefed as follows :

### **2.1 At Load Port(s)**

2.1 (a) The inspection agencies would be required to inspect holds of the vessel to ensure as to its fitness to receive the cargo without any contamination/admixture. Survey of vessel to be carried out as per established norms.

2.1 (b) They will supervise the quality of Agri-commodity while loading into the vessel so as to ensure that it matches the Nafed's sale contracts' contractual specifications.

- 2.1 (c) They will conduct sampling in terms of the relevant provisions of Nafed's contract with foreign buyers / associated supplier and as per the international practice/custom.
- 2.1 (d) Inspection agency at the load port will prepare/seal the sample, conduct physical and chemical analysis and determine the necessary content in terms of the relevant provisions of Nafed's Contracts with the foreign buyers/ associated supplier. In the event of relevant Contract being silent on the methodology to be adopted by chemical and physical analysis, the inspection agency will conduct the same as per the international practice/custom, keeping in view the guidelines laid down by the Export Inspection Council of India in this behalf.
- 2.1 (e) They will be required to send complete details of sampling/analysis report of the shipments by email/fax/telegram/letter to NAFED.
- 2.1 (f) They will be required to issue necessary certificates of sampling/analysis giving briefly the methodology adopted for drawing of samples, conducting tests.
- 2.1 (g) Any other related work as assigned by NAFED, from time to time, as and when required.

## **2.2 At Discharge Port (Overseas)**

- 2.2 (a) The inspection work shall carry out individually / jointly with the assayers appointed by buyers, if required as per the terms & conditions of specific contract.
- 2.2 (b) Drawing and preparation of samples for analysing & determining parameters of the goods as per requirement of Nafed's sale contract with foreign buyer.
- 2.2 (c) To conduct survey for quality determination.
- 2.2 (d) Assayer shall ensure that the weight is ascertained and samples are drawn and prepared in accordance with Nafed's Sale Contract(s) and conforming to the accepted international practices. In case of Joint survey by the inspection agency & assayer of foreign buyer, if inspection agency do not agree with the method followed by the assayer's appointed by foreign buyers for ascertaining the weight, drawing of samples, determination of required parameters of goods etc., they shall lodge their protest on behalf of NAFED in writing under intimation to the Nafed's Head Office, New Delhi.
- 2.2 (e) Preparation and submission of detailed report indicating on loader-wise/hatch-wise/plot-wise discharge of cargo with stoppages, if any.

2.2 (f) Any other related work as assigned by NAFED, from time to time, as and when required.

### **3. Minimum Eligibility Criteria for Empanelment**

Inspection agencies /assayers who fulfil the following criteria would be considered for empanelment :-

- 3.1 They should have Government accredited laboratories and technical personnel at the major load/discharge port(s) in India & abroad as applicable.
- 3.2 The service provider shall have a financial turn-over of at least Rs. 15 Crore during each of the immediate preceding 3 (Three) Financial Years (i.e; 2014-2015, 2015-2016 and 2016-17 along with a minimum average turnover of 5 crore during preceding 3 financial year from inspection services. In support of this, a certificate issued by Chartered Accountant as per proforma prescribed at **Annexure-B** shall be submitted.
- 3.3 They Should have minimum 10 years of experience in sampling/analyzing of agri-commodities.
- 3.4 Inspection agencies have their own office set-up in India and major countries across the world basically for the purpose of drawl of samples. Complete postal/correspondence address, telephone, mobile, fax numbers and e-mail address along with name and designation, qualifications of personnel deployed at such office set-up to be provided, if required.
- 3.5 Inspection agencies have their own laboratory facilities in India and in all major countries across the world having valid license/ accreditation for sampling/analysis of agri commodities. Copy of such valid license/accreditation is to be provided by the applicants to NAFED, if required. Alternatively, in case they do not have their own laboratory facilities in major countries across the world, they must declare as to where (name of place) and by whom (firm/company) the analysis of samples will be carried out, if demanded by NAFED. In such a situation, the applicants shall also provide a copy of the arrangement/agreement with such a firm/company along with declaration by the applicant about the recognition/accreditation of such firm/company by appropriate agency of that country.
- 3.6 All certificates provided by inspection agency /surveyor must be in English language only.
- 3.7 Inspection agency / surveyor should be well conversant with BIS standards/international practices for carrying out sampling/analysis work at load ports and discharge ports.

#### **4. Documents to be furnished to NAFED along with the Application form**

- 4.1 Application form (**Annexure-A**) duly filled in, stamped and signed by authorized signatory of the applicant.
- 4.2 Demand draft/ Pay order of Rs. 10,000/- (Rupees Ten Thousand only ) issued in favour of **NAFED** payable at New Delhi.
- 4.3 Compliance form (**Annexure-C**) duly stamped & signed by the authorized signatory. All the documents enclosed with application / compliance form must be numbered and mentioned in the compliance form accordingly.
- 4.4 Certificate of Chartered Accountant regarding turnover of company as per **Annexure-B**
- 4.5 Self attested & stamped copy of certificate of incorporation.
- 4.6 Self attested & stamped copy of valid license/accreditation certificate of their laboratory facilities by the appropriate authorities in India.
- 4.7 List of offices / laboratories run by the applicant in India and the equipment and infrastructure available there as per **Annexure-D** duly stamped and signed by authorized signatory.
- 4.8 A brief note of past experience in dealing with agri commodities, indicating particulars of major clients, quantities handled for them etc. in the last two years duly stamped and signed by authorized signatory.
- 4.9 Self Certified & stamped list having Names, addresses and contact details of all Directors/Partners.
- 4.10 Self certified & stamped copy of GST registration certificate.
- 4.11 Self certified & stamped copy of certificate of incorporation.
- 4.12 Interested applicant may either be a sole proprietorship firm/ Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time) or a Company (registered under the relevant provisions of Companies Act of 1956 or 2013).
- 4.12 (a) In case of Partnership firm, application form must be stamped & signed by all the partners. The self attested copy of the registered partnership deed must be furnished.
- 4.12 (b) In case of company, Resolution passed by the Board of Directors of the Company authorizing the person signing the application to do so on behalf of

the Company shall be attached with the application in original along with self-attested & stamped copy of the Memorandum & Articles of Association of the Company, certificate of incorporation etc.

- 4.13 Self attested & stamped copy of PAN Card of the company / firm .
- 4.14 Self attested & stamped copy of address proof of the company /firm.
- 4.15 Self attested copy of Aadhar card of authorized signatory.
- 4.16 Self attested & stamped copy of last three years audited balance sheet and profit & loss statement.
- 4.17 Self Declaration on letter head of the company/ firm by the authorized person duly stamped certifying that company / firm has not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- 4.18 Self Declaration on letter head of the company/ firm by the authorized person duly stamped certifying that company / firm has not been involved in any major litigation.
- 4.19 Self declaration on letter head of the company / firm by the authorized signatory duly stamped certifying that the company / firm has not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of Law.
- 4.20 Hard copy of EOI documents duly stamped and signed by the authorized signatory.

#### **5. Term of Empanelment**

One year from the date of empanelment which may be extended further at the sole discretion of NAFED based on the satisfactory performance of the inspection agencies.

#### **6. General Terms**

- 6.1 The applicant shall keep NAFED indemnified at all times against any claims/liabilities/proceedings etc. from any third party or otherwise arising out/or in connection with this EOI.
- 6.2 In case of violation of terms and conditions of the EOI, violation of statutory regulations, local & Maritime laws, NAFED reserves the right to terminate the empanelment of surveyor at any time during the period of agreement.
- 6.3 NAFED reserves the right to terminate the empanelment of any or all inspection agency within validity of agreement/contract without assigning any reason thereof.

- 6.4 NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of tender process. The application is not the subject of any process of contract or any contractual obligations between NAFED and prospective empanelled service provider.
- 6.5 All Empanelled assayers/surveyors shall be required to execute and sign formal empanelment agreement as per **Annexure-E** with NAFED containing the scope of work and other technical aspects as mentioned in the EOI.

## **7 Resolution of Dispute**

NAFED and the empanelled inspection agencies / surveyors shall make every effort to resolve mutually by direct informal discussions and negotiations, any disagreement or dispute arising between them under or in connection with the contract within thirty days from commencement of dispute or disagreement. If even after thirty days, , NAFED and the empanelled inspection agency / surveyor have been unable to resolve the disputes mutually, such disputes will be adjudicated and resolved in a Court of law in Delhi. This Contract shall be governed by the Laws of India for the time being in force.

## **8 Arbitration**

- a) This Tender Document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of / touching and/or concerning this tender document and parties to this tender process agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- b) All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/ modifications thereof for the time being in force r/w relevant provisions of Multi State Co-operative Societies Act of 2002. The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
- c) Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the intending applicants in the courts having jurisdiction over the parties.



**Annexure A**

**Applicant Form**

<b>Name of the Company / Firm</b>	
<b>Firm type (Sole Prop/ Partnership/ Company)</b>	
<b>Address of Registered office of the Company/Firm</b>	
<b>Contact details of the company / firm</b>	
<b>E-Mail ID of the company / firm</b>	
<b>Name of Authorized signatory along with designation</b>	
<b>Mobile Number of Authorized signatory</b>	
<b>Email Id of Authorized signatory</b>	
<b>PAN no. of firm / Company</b>	
<b>GST Registration No of the company / firm</b>	
<b>Bank Account Number of the company / firm</b>	
<b>Branch and address of Bank</b>	
<b>Bank IFSC Code</b>	
<b>DD/Pay order No. / Date</b>	
<b>Bank Name</b>	
<b>Amount (Rs.)</b>	

**Declaration :**

I/we hereby agrees to apply for empanelment undertake the particulars given above are true and correct.

**(Signature of the Authorized Signatory)**

**Annexure-B**

**Certificate from Chartered Accountant regarding financial turnover of the Company**

Certified that M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_  
\_\_\_\_\_ has been having financial turnover of at least Rs.15 Crore during each of the  
last 3 Financial Years out of which a minimum average turnover of Rs. 5 crore during each  
preceding 3 financial year from inspection services. The details are as under:

Year	Total Turnover (Rs. In Crore)
2014-15	
2015-16	
2016-17	

Further, I / we certify that the company is engaged in offering services of analysis, supervision, sampling, survey, inspection and other related activities in agricultural commodities etc. in different locations in India & Overseas Since last \_\_\_\_\_ Years.

This certificate is issued based on documentary evidences and audited accounts produced to me and copies of which are available with me which i shall be able to produce if required by the Nafed.

The certificate is true and correct to the best of my knowledge and belief.

Signature Of The Chartered Accountant	
Name Of The Person Signing The Certificate	
Designation	Chartered Accountant
Name Of The Firm	
Membership No.	
Address	
Mobile No. Of The Person Signing The Certificate	
E-Mail ID	

(Stamp of the Chartered Accountant)

**Annexure-C****Documents Required and compliance Sheet**

S.No.	Documents Required	Compliance (Y/N)	Page No. (from - to)	Deviation, if any	Remarks
01.	Application form <b>(Annexure-A)</b>				
02.	Demand Draft				
03.	Turnover Certificate by CA <b>(Annexure-B)</b>				
04.	Certificate of Incorporation				
05.	License / accreditation certificates				
06.	List of offices / Labs of the company <b>(Annexure-D)</b>				
07.	Brief Experience note				
08.	Directors / Partners Detail				
09.	GST registration copy				
10.	Copy of Partnership Deed / MOA / AOA				
11.	PAN Copy				
12.	Proof of Address				
13.	Copy of Aadhar of Authorized Signatory				
14.	Copy of last three year Balance Sheet & Profit / Loss Account				
15.	Blacklisted Certificate				
16.	Litigation Certificate				
17.	Certificate for non violation of Rules				
18.	Any other document ( Specify)				
19.	Hard copy of EOI				

**Annexure-D**

**List of Offices / Labs of the Company**

S.No.	Country / State	Address	Type (Lab/Office)	Contact Person of the Lab/ Office	Contact No.	No. of Person employed	Equipment & Infrastructure Available there

(Signature of the Authorized Person)  
Seal of the Company

**MEMORANDUM OF AGREEMENT**

**(For Empanelment of Experienced and Internationally Reputed Inspection Agencies / Surveyor for sampling assaying and inspection of Agricultural Commodities)**

(On Non-Judicial Stamp paper of Rs.100/-)

This Service Agreement is entered at New Delhi on this \_\_\_\_ day of January , 2018 BY and BETWEEN:

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD .** having its head office at Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi -14, (hereinafter referred to as “**NAFED**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) the party of the first part, through its **Manager Sh. Kamal Bhushan**, who is competent and authorized to enter into this MOU on behalf of his organization on the date of signing.

AND

\_\_\_\_\_, a \_\_\_\_\_ limited or Private Limited company/partnership firm incorporated under the provisions of the Companies Act, 1956 or/and 2013/ Partnership Act and engaged in business of Export of various agricultural commodities from India, having its registered office at \_\_\_\_\_ (hereinafter referred to as “**Surveyor**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns or any of its subsidiaries through which it may undertake the services),The party of the second part through its .....(Designation)..... (Name), who is competent and authorized to enter into this MOU on behalf of his organization on the date of signing.

**RECITALS**

**Whereas:**

- A. National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS) for and on behalf of Government of India. NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
- B. In order to cater need of various agri-commodities to different countries, NAFED shall undertake export to various Countries across world.
- C. For this purpose, NAFED had invited EOI to empanel experienced and internationally reputed inspection agencies / surveyors for sampling, assaying and inspection of Agri-Commodities at the time of shipment/unloading of goods at load /discharge port in India and other countries across the world.
- D. Surveyor has submitted its details in the format prescribed by NAFED along with various supporting documents as required in EOI and has been shortlisted by NAFED for empanelment to participate in bidding for sampling, assaying and inspection of

Agri-Commodities at the time of shipment at load ports in India and at the time of unloading of goods at discharge ports in other countries across the world from time to time if required.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

**1. Interpretations.**

- 1.1 The headings in the Agreement are inserted for convenience only and shall be ignored in construing the Agreement.
- 1.2 Unless the context otherwise requires, words (including words defined herein) denoting the singular number shall also include the plural number and vice versa, and words denoting any gender shall include any other gender.
- 1.3 All references to any document or agreement are to be construed as references to such document or agreement as amended, varied, modified or supplemented from time to time and any document or agreement in addition to or in substitution thereof.

**2. Empanelment of Surveyor**

- 2.1 NAFED acknowledges that, it had received the application from Surveyor in prescribed format along with all supporting documents as required in EOI. NAFED has completely scrutinized the documents submitted by the Surveyor and declares Surveyor "successful" as he fulfills the required eligibility conditions specified by NAFED in the EOI document.
- 2.2 NAFED hereby undertakes and agrees to empanel the Surveyor and allow the Surveyor to participate in bidding for sampling, assaying and inspection of Agri-Commodities at the time of shipment at load ports in India and at the time of unloading of goods at discharge ports in other countries across the world from time to time if required.
- 2.3 Surveyor shall deposit security amount of **Rs.25,000/- (Rs. Twenty Five Thousand Only)** by way of demand draft or payorder drawn on any nationalized/schedule commercial bank in favour of NAFED payable at New Delhi. Security amount shall also be deposited through RTGS/NEFT in the bank account of NAFED as per bank details give below.

**Beneficiary Name : NAFED**  
**Bank Name : Yes Bank Ltd., Chanakyapuri Branch, New Delhi**  
**S/B Account No. : 00039460000220**  
**IFSC Code of Bank : YESB0000003**

Security amount shall be deposited by the surveyor within three working days from signing of this agreement and same shall be refundable to the surveyor

after completion of their empanelment period. No interest shall be paid by NAFED on security amount. If surveyor fails to deposit the security amount within stipulated period, his empanelment would get cancelled.

2.4 Surveyor shall keep NAFED indemnified at all times against any claims/liabilities/proceedings etc. from any third party or otherwise arising out/or in connection with contract.

2.5 In case of violation of terms and conditions of the EOI, violation of statutory regulations, local & Maritime laws, NAFED reserves the right to terminate the empanelment of surveyor at any time during the period of agreement.

2.6 NAFED reserves the right to terminate the empanelment of any or all inspection agency within validity of agreement/contract without assigning any reason thereof.

### **3. Scope of work of Surveyor:**

Services are to be tendered for carrying out inspection and analysing work involving inter-alia sampling /analysing of various Agricultural Commodities to be exported by Nafed or its empanelled suppliers from all major ports in India. Duties & responsibilities of the inspection agencies / surveyors are briefed as follows :

#### **3.1 At Load Port(s)**

3.1 (a) The surveyor would be required to inspect holds of the vessel to ensure as to its fitness to receive the cargo without any contamination/admixture. Survey of vessel to be carried out as per established norms.

3.1 (b) Surveyor will supervise the quality of Agri-commodity while loading into the vessel so as to ensure that it matches the Nafed's sale contracts' contractual specifications.

3.1 (c) Surveyor will conduct sampling in terms of the relevant provisions of Nafed's contract with foreign buyers / associated supplier and as per the international practice/custom.

3.1 (d) Surveyor at the load port will prepare/seal the sample, conduct physical and chemical analysis and determine the necessary content in terms of the relevant provisions of Nafed's Contracts with the foreign buyers/ associated supplier. In the event of relevant Contract being silent on the methodology to be adopted by chemical and physical analysis, the inspection agency will conduct the same as per the international practice/custom, keeping in view the guidelines laid down by the Export Inspection Council of India in this behalf.

3.1 (e) Surveyor shall be required to send complete details of sampling/analysis report of the shipments by email/fax/telegram/letter to NAFED immediately after completion of survey process.

3.1 (f) Surveyor shall be required to issue necessary certificates of sampling/analysis/inspection giving briefly the methodology adopted for drawing of samples, conducting tests.

3.1 (g) Any other related work as assigned by NAFED, from time to time, as and when required.

### **3.2 At Discharge Port (Overseas)**

3.2 (a) The inspection work shall carry out individually / jointly with the assayers appointed by buyers, if required as per the terms & conditions of specific contract.

3.2 (b) Drawing and preparation of samples for analysing, inspecting & determining parameters of the goods as per requirement of Nafed's sale contract with foreign buyer.

3.2 (c) To conduct survey for quality determination.

3.2 (d) Surveyor shall ensure that the weight is ascertained and samples are drawn and prepared in accordance with Nafed's Sale Contract(s) and conforming to the accepted international practices. In case of Joint survey by the inspection agency & assayer of foreign buyer, if inspection agency do not agree with the method followed by the assayer's appointed by foreign buyers for ascertaining the weight, drawing of samples, determination of required parameters of goods etc., they shall lodge their protest on behalf of NAFED in writing under intimation to the Nafed's Head Office, New Delhi.

3.2 (e) Preparation and submission of detailed report indicating on loader-wise/hatch-wise/plot-wise discharge of cargo with stoppages, if any.

3.2 (f) Any other related work as assigned by NAFED, from time to time, as and when required.

### **4. Participation in financial bidding process**

4.1 Surveyor will be intimated by NAFED through written communication separately about each and every tender floated by NAFED for quoting financial bids by surveyor as per requirement of specific contract.

4.2 The tender floated by NAFED from time to time shall contain complete details of scope of work of required from surveyor for the specific contract.



- 4.3 Surveyor may be asked to submit bid security amount at the time of quoting financial bids if required and deemed fit by NAFED. The bid security of the unsuccessful surveyor shall be returned after completion of tender process.
- 4.4 At the end of the tender process, surveyor with the lowest bid will be awarded the contract and the successful surveyor shall strictly work according to the terms and conditions given in the contract.
- 4.5 Separate Agreement for each tender will be entered into between NAFED and the successful surveyor.
- 4.6 NAFED shall reserve the right to accept or reject the tender in complete or part manner at any time without producing any justification.

## **5 Consideration and Payment Terms**

It is hereby agreed and accepted by the surveyor that NAFED shall make payment to the Surveyor within 30 days after completion of work as specified in the contract or tender documents after deducting Applicable Statutory Dues / Nafed's dues if any.

## **6 Completeness of the contract**

The contract between Surveyor and NAFED shall be deemed as complete only if;

- 6.1 The Surveyor completes the work as per scope of work defined in each & every contract separately within the stipulated time lines given for the work and perform obligations as mentioned in the agreement.
- 6.2 In the event if the surveyor would not be able to complete their defined work for any reason, the cost of the losses incurred by NAFED due to this will be recovered from the surveyor by forfeiting his bid security amount. Amount of losses incurred by NAFED in excess of bid security amount submitted by surveyor, shall also be recovered from the surveyor. Besides, The Surveyor shall also be blacklisted for participating in future tenders.

## **7 Representation and Warranties of NAFED**

NAFED makes following representations and warranties set out in this Clause to the Surveyor on the date of this Agreement.

- 7.1 Status :** It is an entity, duly incorporated and validly existing under the law of its jurisdiction and incorporation.
- 7.2 Binding obligations :** The obligations expressed to be assumed by it under the Agreement including the supply of agri-items are legal, valid, binding and enforceable obligations.

**7.3 Non-conflict with other obligations :** The entry into and performance by it of, and the transactions contemplated by, the Agreement including the Pledge do not and will not conflict with any law or regulation applicable to it or any agreement or instrument binding upon it or any of its assets.

**7.4 Power and authority :**It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Agreement and the transactions contemplated by the Agreement.

## **8 Validity and admissibility in evidence**

All authorisations required or desirable:

8.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Agreement; and

8.2 to make the Agreement admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

## **9 Representation and Warranties of Supplier**

Surveyor makes following representations and warranties set out in this Clause to NAFED on the date of this Agreement.

**9.1 Status :** It is Company/firm, duly incorporated and validly existing under the law of its jurisdiction and incorporation and registered under the relevant provisions of Companies Act of 1956 or 2013 or Partnership Act as the case may be.

**9.2 Technical and Financial Capacity :** It satisfies with and complies with and undertakes to comply at all times during the currency of this Agreement, with the Minimum Eligibility Criteria with respect to Financial and Technical Capacity as mentioned in the Tender document.

**9.3 Binding obligations :** The obligations expressed to be assumed by it under the Agreement including the Services are legal, valid, binding and enforceable obligations.

**9.4 Non-conflict with other obligations :** The entry into and performance by it of, and the transactions contemplated by, the Agreement including the Pledge do not and will not conflict with any law or regulation applicable to it or any agreement or instrument binding upon it or any of its assets.

**9.5 Power and authority :** It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Agreement and the transactions contemplated by the Agreement.

**9.6 Validity and admissibility in evidence :** All authorisations required or desirable:

- 9.6 (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Agreement; and
- 9.6 (ii) to make the Agreement admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.
- 9.6 (iii) This Agreement is valid for one year from the date of signing of contract.

## **10 Indemnification:**

The Service Provider shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Service Provider in respect of the services provided etc., whatsoever.

## **11 Force Majeure**

- 11.1 Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.
- 11.2 It is agreed between the parties that the performance of obligations under this agreement is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- 11.3 Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 11.4 During the continuance of the Force Majeure, Nafed reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Nafed may also suspend the agreement for such period as is considered expedient, the Surveyor agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

11.5 The parties hereto agrees and understands that if the Force Majeure condition continues for a long period, then the Nafed in its own judgment and discretion, may terminate this Agreement and in such case parties agrees that the they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharged of all its obligations and liabilities under this Agreement

## 12 **General Provisions:**

**12.1 Governing Laws:** This agreement will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this agreement may be brought in a court at New Delhi.

**12.2 Compliance with Laws, Notifications etc:** Surveyor confirms that it has entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the Surveyor has familiarized itself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the NAFED.

**12.3 Further Assurances:** The parties hereto shall cooperate with each other, both during and after the term of this agreement, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this agreement.

**12.4 Severability:** If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

### 12.5 **Waiver: not a limitation to enforce**

12.5 (a) Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.

12.5(b) Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'Surveyor or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NAFED, and the NAFED shall not be deemed to have waived any of its rights, or any

provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by NAFED, and any waiver by the NAFED of any breach by the Surveyor of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the 'Surveyor of the Agreement.

**12.6 No Assignment:** Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the agreement, without the prior written consent of the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this agreement shall be binding upon such assignees.

**12.7 Right to amend terms and conditions:**

12.7(a) The Surveyor agrees and understands that terms and conditions of the Agreement may be modified/amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the 'Procuring Society.

12.7(b) The NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Agreement and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this agreement , if any, executed between the parties.

**12.8 Notice:** Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc.7 days after the date of mailing.

**12.9 Entire Agreement:** This agreement together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. No supplement, modification or amendments of this agreement shall be binding unless executed in writing by both parties in this agreement. In the event of conflict of provisions of the main body of the agreement and attached annexure, specification or other materials, this agreement shall take precedence.

**12.10 Place of execution of agreement:** The execution of this agreement will be completed only its execution by the Nafed through its authorized signatory at the registered office at New Delhi after the copies duly executed by Surveyor is received by Nafed. Hence, this agreement shall be deemed to have been

executed at New Delhi even if the Surveyor has prior thereto executed this agreement at any place(s) other than New Delhi.

**13 Applicable Law, Jurisdiction and Dispute Resolution:**

13.1 This Agreement shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

13.2 All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force r/w relevant provisions of Multi State Co-operative Societies Act of 2002. The venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.

13.3 Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Surveyor in the courts having jurisdiction over the parties

IN witness whereof, we the parties hereto have set and subscribed their respective hand and seal on this Agreement on the day, month, year first as mentioned in the presence of the following witnesses as the intention is to carry the obligation under the agreement.

For an on behalf of Nafed

For and on behalf of Surveyor

(Name & Signature)

(Name & Signature)

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_