



**National Agricultural Cooperative Marketing Federation of India Ltd.**

**Regd. Office : NAFED House, Siddhartha Enclave**

**Ring Road, Ashram Chowk, New Delhi-110014**

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**Fax: 091-11-26340261**

**Website: [www.nafed-india.com](http://www.nafed-india.com)**

**GSTIN: 07AAAAN4629F2ZP**

**PULSES DIVISION**

**TENDER DOCUMENTS**

**Tender No. NAFED/PULSES/ IMPORTED MASOOR (RED LENTIL)/Non-GMO/ 2021-22/02**

**DATED: 4<sup>th</sup> September, 2021**

**NAFED INVITES TENDER FROM ELIGIBLE IMPORTERS FOR SUPPLY OF 15,000  
MT NON-GMO MASUR (RED LENTIL, IMPORTED STOCK ONLY) FOR DELIVERY  
AT CFS/RAIL YARD OF ANY INDIAN MAINLAND SEAPORT**

**EXECUTIVE DIRECTOR (PULSES)**

**NAFED-HEAD OFFICE**

**NEW DELHI**

**PH- 011-26344153**

## 1. Invitation for bids

NAFED on behalf of Department of Consumer Affair, Govt of India invites offers for supply of 15,000 MT of Masur (Red Lentil, Imported Stock, Non-GMO Only) at any or all the identified locations.

NAFED reserves the right to accept or reject any or all bids without assigning any reason.

## 2. Quantity, Quality specifications & Delivery location:

Commodity	Imported Masur (Red Lentil), imported stock, Non-GMO
Tender Quantity	15,000 MTs
Minimum bid quantity	1,000 MT +/- 05%
Quality Specification	The offered stock quality should confirm to FSSAI specifications and above with moisture content of 12% or less and Aflatoxin of not more than 20 microgram per kg.
Origin/Crop Year	Should not be older than one year (2020)
Delivery period	By 28th September 2021.
Delivery Locations	Delivery at CFS/Rail yard of any Indian Mainland Seaport after custom clearance/PPQ/FSSAI/Other relevant Authorities.

## 3. Price:

Prices for imported Masur (Red Lentil, Non-GMO) to be quoted for supply shall be in Indian Rupees (INR) not exceeding **INR 70000** per MT at the offered Indian port separately for each destination. **The offer price should cover all expenses up to CFS/rail yard after getting necessary clearance from Customs, PPQ and other relevant authorities, payment of custom duty and other duties, before delivering imported cargo to NAFED.**

## 4. Packing

50 Kg net in good quality PP bags capable of withstanding multiple handling and suitable for packing of Masur (Red Lentil) with clear marking of name of the commodity, crop year, country of origin, net and gross weight.

## 5. Country of Origin

Any origin allowed for import in India. However, the offer should clearly indicate the country of origin of the stock being offered & stock should be fit for human consumption.

## 6. Delivery Period

The offered stock should be delivered at the offered destination on the terms as stipulated in this tender documents not later than 28<sup>th</sup> September, 2021. The delivery of stock should be completed up to 28<sup>th</sup> September, 2021. **Stock delivered beyond 28th September 2021 will not be accepted and balance undelivered quantity will be treated as default.**

#### **7. Earnest Money Deposit (EMD)**

The interested bidders to deposit 2% of the bid amount at the time of submission of their offer in form of RTGS/NEFT in the following account.

NAME OF THE BENEFICIARY	NAFED
ACCOUNT NUMBER	309009093946
NAME OF BANK	RBL Bank
ADDRESS OF THE BANK	Defence Colony, New Delhi
IFS Code	RATN0000292

The EMD of the successful bidder(s) shall be forfeited in case they do not submit the performance guarantee in time to the satisfaction of the NAFED. The EMD of the unsuccessful bidders will be returned within seven (07) bank working days without any interest.

#### **8. Performance Guarantee**

- (i) All the successful bidder(s) will be required to deposit 05 % of the value of awarded quantity, within 24 hours of the confirmation of the bid. The received EMD will be adjusted towards performance guarantee. The payment of EMD / performance guarantee may be made as RTGS/NEFT in the following bank account of NAFED :-

NAME OF THE BENEFICIARY	NAFED
ACCOUNT NUMBER	309009093946
NAME OF BANK	RBL Bank
ADDRESS OF THE BANK	Defence Colony, New Delhi
IFS Code	RATN0000292

- (ii) In case of non –furnishing of the performance guarantee on time, the EMD will be forfeited without notice to the bidder.
- (iii) Performance guarantee of successful bidder(s) shall be refunded by NAFED within seven (07) bank working days after the successful supply of the contracted quantity to the satisfaction of NAFED. These deposits will not be interest bearing. Any default in performance of the contract will invite forfeiture of the performance guarantee or EMD or both, as the case may be, without any reference or recourse to the bidder.

#### **9. Evaluation criteria:**

The successive bids will be evaluated on the basis of Global L-1 rate irrespective of the delivery location. The global L-1 rate will be offered to all other bidders for matching subject to the quality ceiling of 15,000 MT.

#### **10. Inspection of Goods**

NAFED at its own cost shall appoint an experienced, well known and international reputed surveyor at the time of receipt of the imported stock of Masur at the designated locations. The inspection report of the NAFED's inspection agency will be final and binding on the bidder.

## **11. Payment Terms**

The payment to be made within seven (07) bank working days after submission of the invoice along with supporting documents as desired by Nafed in this tender document subject to confirmation of quality by the Nafed appointed quality surveyor and adjustment/ recoveries, if any.

## **12. Interpretation of the clauses in this tender documents**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document, NAFED's interpretation of the clauses shall be final and binding on bidder.

## **13. Other Terms & Conditions**

- (i) **Bids shall be sent through e-mail only at Email id importedmasur@nafed-india.com, mentioning subject as "BID FOR TENDER No. NAFED/HO/PULSES/Imported Masur (Imported Red Lentil)/ 2021-22/02 dated 4<sup>th</sup> September, 2021"**
- (ii) **Bids marked to other emails and/ or copy to any other email shall be liable for rejection.**
- (iii) Violations in any terms & conditions of this tender document are not allowed.
- (iv) Nafed shall reserve the right to accept or reject any or all bids without assigning any reason. NAFED reserves the right to delete/modify/add any clause to this tender document without assigning any reason.
- (v) Bids shall be opened on the due date & time in the presence of representatives of the bidders, if any.
- (vi) Bidder shall also require to submit one copy of this tender notice duly stamped & signed on each page by the Authorized Signatory along with their financial bid and EMD as a token of acceptance of terms & conditions of this tender document.
- (vii) Financial Bid shall be stamped and signed properly mentioning name, designation and contact details of signing authority.
- (viii) Successful Bidder shall not assign or sub-let the supply of Imported Masur under this agreement or any part thereof to any other supplier or Importer.
- (ix) Bidders are required to quote rates for minimum quantity of 1,000 MT (+/-)5% per location and in multiples of 100 MT thereon. The contracted quantity can be supplied in the multiples of 100 MT per location beyond minimum quantity within the delivery period. Bids received for quantity less than minimum quantity shall be summarily rejected.
- (x) Bidder shall indemnify NAFED in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them.
- (xi) The bid documents shall be governed and construed in accordance with the Indian Laws.
- (xii) The offered stock should comply with all the import clearance requirements of Government of India. **Only the stock imported and cleared from Indian customs/PPQ/Other relevant authorities duly supported with the self certified photocopy of any import documents, Customs Clearance etc. will be accepted by the NAFED under this contract.**

## **14. Documents required to be uploaded with Bid/Quote**

- (i) Bids in the prescribed format at "A" on the letterhead of the company/firm duly stamped and signed by the Authorized Signatory.
- (ii) Copy of this tender documents duly stamped and signed by the Authorized Signatory.
- (iii) Proof of payment of EMD amount.

## **15. Procedure of the electronic submission of Bids**

- (i) Wherever Email id of bidders is mentioned it means the official email id of the company/ authorized person. Required documents must be sent only through email at email ID **importedmasur@nafed-india.com** from their registered email ID. Bids marked to other emails and/ or copy to any other email shall be liable for rejection.
- (ii) To ensure security of the bid proposal, Bidder shall compress their files using winrar (exe file attached) and format the extension to .rar file for uniformity with an assigned Bidder password. **Bids received without password shall be liable for rejection.**
- (iii) Passwords will be provided by the Bidder to NAFED's officials only during the actual opening of the Bids through in person or telephonic call at Mobile no. **7066601159** between 15.00 and 16.00 hours IST on 13.09.2021.

## **16. Validity of Bid**

The bid shall remain valid up to three (03) working days from the time & date of bid opening.

## **17. Last date & time for receipt of Bid by NAFED**

- (i) Financial bid must be received by NAFED from the interested bidders through email ID at **importedmasur@nafed-india.com** by **13th September 2021, 12.00 hours IST.**
- (ii) Email received after the last date & time shall not be considered. Time of receipt in email of NAFED will only be considered for this purpose.
- (iii) NAFED shall not be liable for any reason of delay in receipt of email from the prospective bidder(s).

## **18. Opening date & time of Bids**

Received bids will be opened at **1500 hours (IST) on 13th September, 2021** by a committee of officers of NAFED in the presence of representatives of the bidder, if any at NAFED Head Office, New Delhi.

## **19. Resolution of Dispute**

NAFED and the successful bidder 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 this contract. If after thirty days from the commencement of such informal discussions and negotiations, NAFED and the successful bidder 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. The dispute mechanism shall be as per Arbitration conciliation Act of 1996 and venue & seat of arbitration shall be at New Delhi.

## **20. Force Majeure**

- (i) If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when

such circumstances are operative . Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

- (ii) If operation of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- (iii) The party which is unable to fulfill its obligations under the present contract must within 02 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.

**21. Integrity Pact**

The Successful bidder will be required to sign Integrity Pact. It will be assumed that successful bidder have gone through the Integrity Pact (Annexure-C of this tender documents ) and have no objections whatsoever in signing the contract.

**22. Holiday Listing**

NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this tender documents is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

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**END OF TENDER DOCUMENTS**

**(On the Letterhead of the Company)  
Financial Bid Quotation**

**Date :-**

The Executive Director (Pulses),  
NAFED  
Siddhartha Enclave,  
Ashram Chowk

Dear Sir,

This has reference to your tender no **NAFED/PULSES/IMPORTED MASUR/ NON-GMO/2021-22/02** dated ----- for supply of 15,000 MT of Imported Masur (Red Lentil) **for delivery at CFS/Rail yard of any Indian Mainland Seaport** on Truck Load/ Rail Load Conditions after getting it cleared from Customs/ PPQ/ Other Relevant Authorities latest by ----- by providing supporting documents of imports like Custom Clearance etc.

2. We hereby bid our rates for supply of above as per details given below :-

Item	Year	Delivery Location	Date of Delivery of the quantity bid for (DD/MM/YY)	Quantity (MT)	Value PMT (INR)	Country of Origin	Total Value (INR)
Imported Masur (Red Lentil) Non-GMO at CFS area loaded on Truck / Rail							

**INR .....** (in words and figures).

Above rates are inclusive of all expenses upto the receipt point of NAFED i.e. Truck load/rake load at offered Indian ports, in the CFS area loaded on Truck or Rail.

Above charges are also inclusive of all duties, tax and levies.

We are enclosing copies of IEC number and \_\_\_\_\_ documents in prove that the offered stock was imported by my company.

Place of Issue :

Date of Issue :

(Name & Signature of the Authorized Signatory)  
Designation  
Mobile No. :-  
Email ID :-

(Agreement to be executed between NAFED and Successful Bidder)MEMORANDUM OF AGREEMENT

**For supply of 15,000 MT. of Imported Masur (imported red lentil cured stock), Non-GMO, Origin/Crop year not older than one year (2020) for delivery at CFS area / rail yard after custom clearance/PPQ/Other relevant Authorities at any Indian seaports on Truck Load / Rail Load Conditions.**

**THIS AGREEMENT is made and entered into at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 BY and BETWEEN:**

National Agricultural Cooperative Marketing Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, through its **(Designation)**, **(Name)** duly authorized, (hereinafter referred to as the "NAFED" which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its representatives, nominees, affiliates, successors in business and permitted assigns) of the first part;

**AND**

\_\_\_\_\_, a Limited/Private/Partner Ship Firm/Sole Proprietorship registered under the provisions of Companies Act of 1956 and/or 2013/ Partnership Act, having its Regd. Office at \_\_\_\_\_ through its **(Designation)**, **(Name)**, resident of \_\_\_\_\_ duly authorized (hereinafter referred to as "SUPPLIER ") which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

**RECITALS****WHEREAS:**

- A.** NAFED is an apex level organization of Agricultural Marketing Cooperatives in India to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, undertake inter- state and export of agricultural produce. NAFED is also one of the Central Nodal Agency for procurement of notified agricultural commodities under Price Stabilization Fund (PSF) on behalf of Govt. of India. NAFED also procures Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
- B.** NAFED has invited bids for supplies of Imported Masur (imported red lentil cured stock), Non-GMO, Origin/Crop year not older than one year (2020) for delivery at CFS area / rail yard after custom clearance/PPQ/Other relevant Authorities at any of Indian seaports Namely Nhava Sheva, Kolkata, Mundra, Haldia, Kandla and Vizag on Truck Load / Rail Load Conditions. For the purpose, NAFED invited financial bids vide tender reference no. **NAFED/PULSES/IMPORTED MASUR/ NON-GMO/2021-22/02** dated -----
- C.** Supplier submitted its bid in format prescribed by NAFED and has been shortlisted by NAFED for a minimum quantity of imported Masur (Non-GMO) at CFS area loaded on Truck / Rail, at any or all the offered locations.



NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, PARTIES HERETO AGREE AS FOLLOWS:

**1. Quantity, Quality specifications & Delivery location :**

Commodity	Imported Masur (Red Lentil), imported stock, Non-GMO
Tender Quantity	15,000 MTs
Minimum bid quantity	1,000 MT +/- 05%
Quality Specification	The offered stock quality should confirm to FSSAI specifications and above with moisture content of 12% or less and Aflatoxin of not more than 20 microgram per kg.
Origin/Crop Year	Should not be older than one year (2020)
Delivery period	By 28 September 2021.
Delivery Locations	Delivery at CFS/Rail yard of any Indian Mainland Seaports after custom clearance/PPQ/FSSAI/Other relevant Authorities.

**2. Price:**

Prices for imported Masur (Red Lentil, Non-GMO) to be quoted for supply shall be in Indian Rupees (INR) not exceeding **INR 70000** per MT at the offered Indian port separately for each destination. **The offer price should cover all expenses up to CFS/rail yard after getting necessary clearance from Customs, PPQ and other relevant authorities, payment of custom duty and other duties, before delivering imported cargo to NAFED.**

**3. Packing**

50 Kg net in good quality PP bags capable of withstanding multiple handling and suitable for packing of Masur (Red Lentil) with clear marking of name of the commodity, crop year, country of origin, net and gross weight.

**4. Country of Origin**

Any origin allowed for import in India. However, the offer should clearly indicate the country of origin of the stock being offered & stock should be fit for human consumption.

**5. Delivery Period**

The offered stock should be delivered at the offered destination on the terms as stipulated in the tender document not later than 28<sup>th</sup> September, 2021. The delivery of stock should be completed up to 28<sup>th</sup> September, 2021. **Stock offered for delivery beyond 28 September 2021 will not be accepted.**

**6. Payment Terms**

The payment to be made within seven (07) bank working days after submission of the invoice along with supporting documents as desired by Nafed in this tender document subject to confirmation of quality by the Nafed appointed quality surveyor and adjustment/ recoveries, if any.

**7. Inspection of Goods**

NAFED at its own cost shall appoint an experienced, well known and international reputed surveyor at the time of receipt of the imported stock of Masur at the designated locations. The inspection report of the NAFED's inspection agency will be final and binding on the bidder.

**8. Interpretation of the clauses**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in the tender documents, NAFED's interpretation of the clauses shall be final and binding on bidder.

**10. Indemnification**

The Supplier 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**

- a) If at any time during the existence of this Agreement either party is unable to perform in whole or in part any obligations under this Agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions , epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative . Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- b) If operation of such circumstances exceed three months either party will have the right to refuse further performance of the Agreement in which case neither party shall have the right to claim eventual damages.
- c) The party which is unable to fulfill its obligations under the present contract must within 02 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non- availability of raw material will not be an excuse to the sellers for not performing their obligation under the Agreement.

**12. Non-Performance & Cancellation of Contract**

- i. In the event of non-supplying/ low quality supply of the imported Masur wholly or partly under the agreement the Supplier shall be held responsible for any consequential loss causing to NAFED and shall be recovered from the Supplier over and above forfeiture of performance guarantee. If the loss cause to Nafed are beyond performance guarantee, the losses will be recovered from party.
- ii. If the Supplier fails to deliver entire consignment given delivery location by NAFED for any reason(s) other than Force Majeure, NAFED at its own discretion only shall entitle to cancel the contract and recover the damages besides forfeiture of Security deposit amount submitted by the supplier. NAFED shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

### **13. Damages, Penalties and risk Purchase**

- i. If the goods are not delivered within the contracted period of delivery or stipulated arrival period, the supplier shall be liable to pay to NAFED on demand the damages without any recourse. The quantum of such damages will be determined at the sole discretion of NAFED.
- ii. Performance Guarantee will be forfeited in case the quantity of default delivery is beyond 5% of the contracted quantity and risk purchase clause of the tender will be revoked.
- iii. Nafed shall exercise the option of risk purchase for quantities undelivered beyond tolerance of (-)5% of the confirmed quantity, as the market situation may warrant. For example, incase total contract quantity is 1000 MT. If any supplies fails to deliver upto 50 MT of the contracted quantity, no penalties will be charges. But incase undelivered quantity is more than 50 MT, then risk purchase will be exercised on total undelivered quantity along with forfeiture of Performance guarantee.

### **14. Effectiveness**

This contract shall come into force with immediate effect from the date of signing by the Supplier and NAFED and shall remain valid until the successful receipt of Masur at destination up to satisfaction of NAFED.

### **15. Other Conditions**

The offered stock should comply with all the import clearance requirements of Government of India. **Only the stock imported and cleared from Indian customs/PPQ/Other relevant authorities duly supported with the self certified photocopy of any import document, Customs Clearance etc. will be accepted by NAFED under this contract.**

### **16. General Provisions:**

- a. **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.
- b. **Compliance with Laws, Notifications etc:** Supplier 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

Supplier has familiarized itself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the NAFED.

- c. **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.
- d. **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.
- e. **Waiver:** not a limitation to enforce
  - i. 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.
  - ii. Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'Supplier 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 Supplier of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Agreement.
- f. **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.
- g. **Right to amend terms and conditions:**
  - i. The Supplier 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 Supplier.
  - ii. 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.
- h. **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.

- i. 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.
- j. 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 Supplier is received by Nafed. Hence, this agreement shall be deemed to have been executed at New Delhi even if the Supplier has prior thereto executed this agreement at any place(s) other than New Delhi.
- k.** This Agreement shall be executed in duplicate with one original each being retained by parties hereto.

#### **17. PREVENTION OF FRAUD AND CORRUPTION**

- (i) The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Supplier agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- (ii) The Supplier shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (iii) The Supplier shall not enter with other supplier into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- (iv) The Supplier shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Supplier will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- (v) The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (vi) The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

#### **18. Applicable Law, Jurisdiction and Dispute Resolution:**

- a) 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.

- b) 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.
- c) Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

**19. EXECUTION:**

This agreement has been approved by the Competent Authority of NAFED vide approval dated ..... in the file no. .... and same is being executed for and on behalf of NAFED through its ..... who has duly been authorised by the Managing Director of NAFED vide authorization letter dated ..... which is enclosed herewith as Annexure “A”. This agreement is being signed on behalf of Supplier through its ....., ..... S/o late ..... who has duly been authorized by the Supplier vide Board resolution/Authorization letter dated ..... which is annexed herewith as annexure “B”.

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 Supplier

Witness:

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

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

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

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

**INTEGRITY PACT**

(on the non judicial stamp paper of Rs.100/- or on the letterhead of the company / firm)

Between

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Buyer House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, hereinafter referred to as “NAFED”,

And

\_\_\_\_\_, a Limited/Private/Partnership Firm/Sole/Proprietorship/ Cooperative society registered under the provisions of Companies Act of 1956 and/or 2013/ Partnership Act, 1932, having its Regd. Office at \_\_\_\_\_ through its (Designation), (Name), resident of \_\_\_\_\_ duly authorized (hereinafter referred to as “Supplier”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

**Preamble**

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). NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.

NAFED has invited tender for supply of 15,000 MT of Imported Masur (Non-GMO) (imported stock) for delivery at CFS area / rail yard after custom clearance/PPQ/Other relevant Authorities at any of Indian seaports Namely Nhava Sheva, Kolkata, Mundra, Haldea, Kandla and Visag on Truck Load / Rail Load Conditions. For the purpose, NAFED invited financial bids vide tender reference no. **NAFED/ PULSES/ IMPORTED MASUR/NON-GMO/ 2021-22/02 dated -----**.

In order to achieve these goals, NAFED has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of NAFED**

1. NAFED commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of NAFED, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

NAFED will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. NAFED will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

NAFED will exclude from the process all known prejudiced persons.

2. If NAFED obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, NAFED will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

#### Section 2 – Commitments of the Bidder/Contractor

1. The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of NAFED's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- a. The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - b. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by NAFED as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - c. The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
  - d. The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

#### Section 3- Disqualification from tender process and exclusion from future tenders/contracts

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, NAFED shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.



If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, NAFED shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for a duration as may be considered appropriate by it.

#### Section 4 - Compensation for Damages and Forfeiture of EMD

If NAFED disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, NAFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.

If NAFED terminates the contract according to Section 3, or if NAFED is entitled to terminate the contract according to Section 3, NAFED shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

#### Section 5 – Previous transgression

The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

#### Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to NAFED before signing of the contract, if awarded in its favour.

NAFED will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. NAFED will disqualify from the tender process any bidder/contractor who does not sign this Pact with NAFED or violates its provisions.

#### Section 7 – Criminal charges against Bidder(s)/Contractor(s) /Subcontractor(s)

If NAFED obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if NAFED has substantive suspicion in this regard, NAFED will inform the same to its Chief Vigilance Officer.

## Section 8 – Independent External Monitor /Monitors

NAFED has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, NAFED.

Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Bidder/ Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of NAFED and the Bidder/Contractor/Subcontractor with confidentiality.

NAFED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between NAFED and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NAFED and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the MD, NAFED within 8 to 10 weeks from the date of reference or intimation to him by NAFED and should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the MD NAFED a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.

The word Monitor would include both singular and plural.

## Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded.`

If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD, NAFED.

Section 10 – Other provisions

This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of NAFED. i.e. New Delhi.

Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

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(For & On behalf of NAFED)

(Office Seal)

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(For & on behalf of The Bidder/Contractor)

(Office Seal)