



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

**GSTIN: 07AAAAN4629F2ZP**

### **PULSES DIVISION**

#### **NOTICE INVITING QUOTATION FROM REPUTED INTERNATIONAL SURVEYORS**

Quotations are invited from reputed international surveyors for Inspection & Survey of Imported Masur at CFS Area/Rail Yard/Storage Point at any Indian Mainland Seaport after custom clearance/PPQ/FSSAI/Other relevant permission. Interested internationally reputed surveyors can obtain tender document from the above address or download from NAFED website: [www.nafed-india.com](http://www.nafed-india.com). The last date for submission of tender is **20.09.2021 upto 3:00 PM** and would be opened on the same day at **4.00 PM**.

**Executive Director (Pulses)**

### **Disclaimer**

- a. The information contained in this TENDER NOTICE or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this TENDER NOTICE document and all other terms and conditions subject to which such information is provided.
- b. No part of this Tender Notice and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken neither as providing legal, financial, or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- c. The Tender Notice document has been prepared solely to assist prospective Applicants in making their decision to place their applications against this Tender Notice. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit an application. The data and any other information wherever provided in this Tender Notice is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to an Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this Tender Notice.
- d. Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this Tender Notice Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to this Tender Notice. Applicants have to undertake their own studies and provide their applications.
- e. This Tender Notice Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the proposal in relation to which it is being issued.
- f. The information and statements made in this Tender Notice document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
- g. The Tender Notice Document has not been filed or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the TENDER NOTICE Document.

- h. NAFED reserves the right to reject all or any of the Applications submitted in response to this Tender Notice at any stage without assigning any reasons whatsoever.
- i. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any other costs incurred by the applicant thereafter.
- j. NAFED may at its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information.
- k. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- l. NAFED reserves the right to modify, suspend, change or supplement this Tender Notice at any stage. Any change to the Tender Notice will be notified on NAFED website by way of corrigendum.
- m. Mere submission of an application does not ensure selection of the Applicant as Successful Applicant or applicant.
- n. National Agricultural Cooperative Marketing Federation of India Ltd., is an apex level Cooperative Marketing Organization, registered under the relevant provisions of the Multi State Cooperative Societies Act, 2002 (as amended up-to-date), having its Head Office at NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, (hereinafter referred to as the "NAFED").

## **1. Introduction and Background:**

- a. National Agricultural Cooperative Marketing Federation of India Ltd.(NAFED) was established by the Government with the objectives to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, distribution of agricultural machinery, implements and other inputs, undertake inter-state, import and export trade, wholesale or retail as the case may be and to act and assist for technical advice in agricultural, production for the promotion and the working of its members, partners, associates and cooperative marketing, processing and supply societies in India.
- b. NAFED is a Central Nodal Agency for procurement of notified agricultural commodities under Price Support Scheme (PSS) and procurement of Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India. NAFED also procures agricultural commodities under several other schemes and on commercial basis.

## **2. DUTIES AND RESPONSIBILITIES OF SURVEYOR:**

- a. Quality inspection, testing & survey of cargo in container/**breakbulk cargo** at the time of de-stuffing / unloading at CFS Area/Rail Yard/storage point/other of any **Indian Mainland Seaport or any location**. The details of the Port and storage locations where the stock will be delivered shall be informed to the surveyor from time to time.
- b. Supervision of weighment of Containers at nominated weighbridge.
- c. The surveyor shall deploy required number of competent technically qualified staff with proper equipments at CFS Area/Rail Yard/storage point of any **Indian Mainland Seaport** in time as required by Nafed.
- d. The technical staff of the surveyor will inspect and survey imported Masur stocks as per the given specifications at **ANNEXURE -I & II** and submit the report immediately.
- e. **The details report of physical parameters shall be submitted to Nafed on the same day and chemical analysis report (Aflatoxin), within 04 day (96 Hr) after taking the sample. Weekly basis consolidated report of all the survey work and after completion of work a consolidated report to be submitted to Nafed in soft/hard copy with signature & stamp of company. The parameters of quality inspection to be carried out is annexed at I.**
- f. **The testing protocol should be as per GAFTA Standards.**
- g. **Survey agency has to submit 02 representative samples (01 for Nafed and 01 for Seller) for the each sample to be surveyed and tested. In case, any dispute arises in regard to survey/test report, the survey/test of the representative sample shall be made again and Nafed decision shall be final and binding to seller.**
- h. The Surveyor shall be fully responsible for the samples analysed and test reports submitted in respect of stocks accepted/rejected. In case any of such test reports submitted by the surveyor found to be defective, the entire responsibility for the same shall devolve on the surveyor.
- i. In case of any default / wrong assessment / stock not confirming to quality parameters, NAFED reserves the right to deduct the amount to the extent of damage done in monetary terms from the amount of security deposit and total bill submitted by the Surveyor Agency at any time.

- j. In case, where surveyors reject the stocks, reasons thereof may be indicated in the survey report and the same shall be shared with NAFED. Surveyor shall keep proper record of such reports at their end.
- k. No information shall be shared, published displayed and passed on to any party by the Surveyor or its employees without intimation and consent of NAFED.
- l. Any case of willful act of wrong assaying, malpractices, connivance with any of stakeholders in clearing a stock which is not worth doing so would invite debarment of services. The individuals of the Surveyor Agency involved would be liable for criminal proceedings under the law.
- m. The Surveyor shall intimate the names, designations, qualifications, experience and the contact numbers of its technical staff to be deployed at nominated CFS area/Rail yard/storage point for better coordination so that work does not suffer.
- n. Surveyor shall depute sufficient number of staff at nominated CFS area/Rail yard/storage point for smooth execution of inspection and survey work. In case of failure of the surveyor to provide the required number of technical staff with proper equipments at nominated CFS area/Rail yard/storage point, a penalty of **Rs. 1,000/- per man per day** will be imposed. In such default, Nafed reserves the right to hire the services of other empanelled surveyors at the cost and consequences of the appointed surveyor in addition to the penalty.
- o. The appointed surveyors must not assign the work in full or part to other firm, company, or individual.
- p. The data generated by the through assaying process would be the property of NAFED.
- q. There shall be no guarantee regarding work to be given to Surveyor Agency/ by NAFED or its nominated / assigned agency during the contract. NAFED or its nominated / assigned agency reserves the right to arrange the service of other assaying agencies for the purpose, without taking the services of the Surveyor Agency/s. In these cases, the Surveyor Agency shall have no claim for any losses or damages whatsoever against NAFED or its nominated / assigned agency.
- r. NAFED reserves the right to determine the number of Surveyor agencies for inspection & survey Services at any given point of time, based on number of points, turnover/work volume, efficiency of operations or any other factors as determined by NAFED. In this regard, the Surveyor agencies shall have no claim for any losses or damages whatsoever against NAFED or its nominated / assigned agency.
- s. If at any stage, it is found that the information supplied by the Surveyor agencies during the submission of quotation or later is incorrect /forged, NAFED reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD /Security Deposit.
- t. The Surveyor agency shall not sublet, transfer or assign the contract or any part thereof without prior written permission of NAFED.

### **3. Eligibility Conditions :**

- a. The intending Surveyor Agency shall be a Proprietorship firm or a Cooperative organization or a Partnership firm duly registered under the provisions of Indian Partnership Act of 1932 or a Company registered under the relevant provisions of Companies Act of 1956 or 2013 or LLP registered under limited liability Partnership Act of 2008. In case of Partnership Firm, the intending Surveyor Agency shall submit a self-attested copy of partnership deed along with authorization in favour of signatory of the bidder documents, while in case of a Company, the Intending Surveyor Agency shall submit Certificate of Incorporation, Memorandum of Articles of Association and a Board Resolution in favour of authorized signatory, duly certified by a Company Secretary.
- b. Surveyor Agency should have required experience of 3 (Three) years in assaying and testing of cargo/shipment and agriculture commodities. The surveyor agency should be reputed international surveyor agency. Surveyor Agency has to provide a self-declaration in this regard.
- c. Surveyor Agency shall have satisfactory/dispute free performance for assaying of agricultural commodities, like pulses, cereals, oil seeds, copra, sugar, millets etc. and not black listed by any Government organization. Surveyor Agency has to provide a self-declaration in this regard.
- d. The Surveyor Agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices as on date of submission of bid and also not blacklisted or under litigation by any State/Central/UTs Government at the time of submission of application. Surveyor Agency has to provide a self-declaration in this regard.
- e. The surveyor agency should have positive net worth at the time of submission of application. The Chartered Accountant Certificate has to submit in this regard.

### **4. TERMS & CONDITIONS**

- a. Quotations complete in all respect along with requisite earnest money/security deposit of Rs. 2,00,000/- (Two Lakh) must be submitted along with the prescribed application form (enclosed herewith) at NAFED, NAFED HOUSE, SIDHARTHA ENCLAVE, ASHRAM CHOWK, RING ROAD, NEW DELHI through Online Mode in the following account.

- (a) **NAME OF THE BENIFICEARY- NAFED**
- (b) **NAME OF THE ACCOUNT NUMBER- 309009093946**
- (c) **NAME OF BANK- RBL BANK**
- (d) **ADDRESS OF THE BANK- DEFENCE COLONY, NEW DELHI**
- (e) **IFSC CODE- RATN0000292**

- b. The sealed envelope must be super scribed "Quotation for appointment of Surveyor for inspection and survey of Imported Masur at CFS area/Rail yard/storage point of any Indian Mainland Seaport or any other location". The quotation may also be submitted through or password protected PDF file at **importedmasur@nafed-india.com** for deployment of surveyors at any Indian Mainland Seaport or any other location for survey & inspection of Imported Masur (Red Lentil). **The last date of submission of quotation is 20.09.2021 up to 3.00 PM. The quotations shall be opened at 4.00 P.M. on the same day.**
- c. Quotation received after due date and time will be rejected.
- d. No eraser, cuttings, overwriting and correcting fluid in the quotation will be accepted.
- e. Quotation documents submitted incomplete in any respect and without EMD shall be summarily rejected. Further, NAFED reserves the right to accept or reject any or all quotations without assigning any reason thereof.
- f. The professional fees/charges should be quoted on per man-day basis both in figures and words.
- g. The rates/charges quoted should be exclusive of all taxes, levies etc. GST if applicable, should be mentioned clearly in the bid.
- h. The offer must have a validity of 30 days from the date of submission of quotations.
- i. During the currency of the agreement, no escalation in professional fees or charges will be allowed except for statutory charges.
- j. The address given by the surveyor in the quotation documents shall be considered to be the proper and complete business address of the surveyor and any correspondence sent to such address will deemed to have been delivered to the surveyor.
- k. The earnest money deposit will be refunded to the unsuccessful parties within one month of finalization of quotation. Nafed will not pay any interest on the EMD.
- l. Earnest money to the successful bidder will be refunded without interest only after successful and satisfactory completion of the assigned job.
- m. The payment (subject to TDS and other statutory deductions as applicable) will be released by NAFED within 30 days of receipt of bills in the concerned Nafed branch along with prescribed documents including attendance sheet, inspection/quality reports or any other document as may be asked for by Nafed from the Surveyor. Nafed shall retain 10% of the amount from each running bill, which shall be released after satisfactory completion of assigned work.
- n. The terms and conditions of the quotation documents will form part of the agreement to be executed between Nafed and successful bidder.
- o. Each page of the quotation documents must be signed by the authorized signatory of the bidder along with company stamp in token of acceptance of the terms and conditions of the quotation documents.
- p. **The holiday listing policy of Nafed and integrity pact shall also be the part of the TENDER NOTICE documents, which is enclosed at ANNEXURE – III & IV.**

## **5. FOREFEITURE OF SECURITY/EARNEST MONEY:**

In case the surveyor fails to fulfil its contractual obligation in any way, Nafed will forfeit the entire earnest money deposit.

## **6. Indemnity:**

- a) The Surveyor Agency 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 Surveyor Agency in respect of the services provided etc., whatsoever.

## **7. Confidentiality:**

- a) The Surveyor Agency and its employees shall undertake to maintain absolute Confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to agency of Govt. of India and its affairs to which the Surveyor Agency)/ their employees etc have access, in the course of performance of the contract.

## **8. TERMINATION:**

- a) In case the performance of the surveyor is not found to be satisfactory during the currency of the agreement, Nafed can prematurely terminate the agreement after giving 05 day's notice at the cost and risk of the appointed surveyor agency.

## **9. FORCE MAJEURE:**

- i. 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.
- ii. It is agreed between the parties that the performance of obligations under this contract is subject to Force Majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- iii. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.



- iv. During the continuance of the Force Majeure, Nafed reserves the right to alter or vary the terms and conditions of this Contract or if the circumstances so warrant, the Nafed may also suspend the agreement for such period as is considered expedient, Surveyor Agency agree and consent that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- v. The Surveyor Agency agree and understand 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 Surveyor Agency agree that 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.

**10. General Provisions:**

- i. **Governing Laws:** This tender process 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 intending bidders/Buyers and NAFED agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this tender process may be brought in a court at New Delhi.
- ii. **Severability:** If any provision of this tender document 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.
- iii. **Entire Document:** This tender document together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire tender document between the parties relating to the subject matter hereof.

**11. Applicable Law Jurisdiction and Dispute Resolution:**

- i. The contract /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 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.
- ii. 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.

- iii. Nothing contained in this clause shall prevent the Nafed from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

### **12. Execution of Agreement:**

Separate agreements for award of work shall be executed between NAFED and the empanelled Surveyor Agency on Non-Judicial Stamp Paper of Rs. 100/-, to be provided by the Surveyor Agency on award of work. The terms and conditions enumerated in the tender shall form the part of the agreement.

### **13. Information to the Applicant(s) :**

- i. NAFED reserves the right to accept or reject any / all applications without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on NAFED website <https://www.nafed-india.com> only, by way of corrigendum.
- ii. All Applicants are responsible for all costs incurred by them when evaluating and responding to this Tender Notice and any negotiation costs incurred by the recipient thereafter.
- iii. NAFED reserves the right to modify, suspend, change or supplements this Tender Notice at any stage of the process. Any change to the Tender Notice will be notified through the above mentioned NAFED website. This Tender Notice Information document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued. Mere submission of applications under this Tender Notice does not ensure selection of the Applicant as Successful Applicant.
- iv. The applications should be complete in all respects. Incomplete and unsigned applications not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
- v. After scrutiny of Technical documents in accordance with the terms & conditions of this Tender Notice, NAFED shall shortlist the eligible participators fulfilling eligibility criteria and inform them accordingly.
- vi. In case of differences arising in the terms and conditions of the Tender Notice documents with the firm(s), the decision of NAFED shall final and binding upon all.
- vii. Applications, which are vague/conditional/incomplete/not confirming to the laid down procedure in any respect, will be rejected.
- viii. The applicant should sign on each page of the Tender Notice documents.
- ix. NAFED reserves the rights to call any additional information/documents from applicant(s) and same shall be submitted by the applicant to NAFED within given time period.

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**QUOTATION FOR APPOINTMENT OF SURVEYOR**

**(TO BE SUBMITTED ON LETTER HEAD)**

Date :- \_\_\_\_\_

From : \_\_\_\_\_

\_\_\_\_\_

To,

General Manager (Pulses)

**NATIONAL AGRICULTURAL COOPERATIVE**

**MARKETING FEDERATION OF INIDA LTD**

NAFED House, Siddhartha Enclave

Ring Road, Ashram Chowk,

New Delhi-110014

**SUB: QUOTATION FOR APPOINTMENT OF SURVEYOR**

Dear Sir,

Please refer to your notice dtd 14/09/2021 on Nafed website inviting quotations for inspection and survey of Imported Masur as per given specifications in tender. We are pleased to quote our rates per man per day for the said job as per the following:-

At CFS area/Rail Yard/Storage point at \_\_\_\_\_ (Name of the port)

We have gone through the terms and conditions of the tender documents and we hereby accept the same.

We have deposited Rs. \_\_\_\_\_ towards earnest money deposit vide UTR No. No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of Nafed payable at New Delhi. The detail of payment made along with signed copy terms & conditions are enclosed herewith.

Thanking you,

Yours faithfully,

(Authorized Signatory)

(Name & complete address of the tenderer along with seal)

**SPECIFICATION OF IMPORTED MASUR (RED LENTIL), NON-GMO**

Commodity	Imported Masur (Red Lentil), imported stock, Non-GMO
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 Locations	Delivery at CFS/Rail yard of any Indian Mainland Seaport or other location after custom clearance/PPQ/FSSAI/Other relevant Authorities.

**TERMS & CONDITION OF IMPORTED MASUR (RED LENTIL), NON-GMO**

**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.

**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.

**Clearance Requirements:**

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.

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.**

Nafed House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi – 110014 (India)

**NAFED'S POLICY OF HOLIDAY LISTING/BANNING**

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**GUIDELINES FOR APPROPRIATE ACTION AGAINST ERRING AND DEFAULTING BIDDERS,  
CONTRACTORS, SUPPLIERS, VENDORS, AND SERVICE PROVIDERS**


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## ARTICLE-1: INTRODUCTION:

- 1.1. NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD ( hereinafter referred to as "Nafed") deals with various Agencies, in the course of various procurement, works and service contracts, who are expected to adopt ethics of highest standard and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken by them. It is not in the interest of Nafed to deal with any agency who commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or contract execution processes.
- 1.2. While participating in the tender and performing under a Contract/Order, the Agencies are required to meet certain standard of integrity and adherence to the terms and conditions of the tender/contract. In case any agency fails to meet the standard benchmark of integrity, it is prudent to put the agency on holiday/banning list for specific periods in order to deter the Agencies from committing such defaults. Such decisions shall be taken after following a laid down process.
- 1.3. Since holiday listing or banning from business dealings involves civil consequences for the agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if submitted by agency, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.4. The meaning of "Black listing", "Holiday Listing" and "Banning" is considered one and the same and shall hereafter be referred to only as "Holiday Listing".

## ARTICLE-2: SCOPE

- 2.1. The information for Bidders/Instruction to Bidders and even the General Conditions of Contract generally provide that NAFED shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.
  - 2.2. The procedure of Holiday Listing of Agencies from Business Dealings with NAFED has been laid down in these guidelines.
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2.3. These guidelines are applicable across NAFED including all its Branches, sub-offices, etc and shall form part of all the tenders. These guidelines shall be published as a separate document in NAFED website and the General Conditions of Contract shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by NAFED and available separately in NAFED website shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by NAFED.

2.4. The Holiday Listing shall be with prospective effect, i.e. for future business dealings.


### ARTICLE-3: DEFINITIONS.

In these Guidelines, unless the context otherwise requires

- 3.1. **Agency:** Party/Contractor/Supplier/Vendor/Bidder/Licensor” in the context of these guidelines is indicated as ‘Agency’.
- 3.2. **Competent Authority:** “Competent Authority” shall mean the authority, which is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines.
- 3.3. **Appellate Authority:** The Appellate authority shall be higher than the “Competent Authority”.
- 3.4. **Corrupt Practice:** “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- 3.5. **Fraudulent Practice:** “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- 3.6. **Collusive Practice :** “Collusive Practice” amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- 3.7. **Coercive Practice:** "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- 3.8. **Contract:** "Contract" shall mean all or any contract awarded to an Agency and shall include Purchase Orders/Works Contract/Service Contract.
- 3.9. **Malpractice :** Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- 3.10. **Mis-Conduct :** "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines.
- 3.11. **Nodal Division:** "Nodal Division" means the Division primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom NAFED has decided to ban business dealings.
- 3.12. **"Tender:** "Tender" shall mean all or any tender and shall include Enquiry, Request for Quotation, Request for Proposal, Notice Inviting Tender, etc.
- 3.13. **Vendor De-listment Committee:** "Vendor De-listment Committee" relevant to the concerned Division/Branch which initiates the holiday listing process would the same as the vendor enlistment Committee.

#### **ARTICLE-4: HOLIDAY LISTING**

- 4.1. **Reasons for Holiday Listing:** An Agency may be placed in Holiday List for any one or more of the following circumstances:
- 4.1.1. If the Agency, in the context of its dealings with the Federation:
- a) Has indulged in malpractices ;
  - b) Has submitted fake, false or forged documents / certificates;
  - c) Has substituted materials in lieu of materials supplied by NAFED or has not returned or has unauthorized disposed off materials;
  - d) Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements;
  - e) Has deliberately indulged in construction and erection of defective works or supply of substandard materials/commodities;
  - f) Has not cleared previous dues to NAFED if applicable;
  - g) Has committed breach of contract or has abandoned the contract;
  - h) Poor performance of the Agency in one or several contracts;
- 

- i) Has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by NAFED;
- j) Withdraws/ revises the bid upwards after becoming the L1 bidder;
- k) Has parted with, leaked or provided confidential / proprietary information of NAFED to any third party without the prior consent of NAFED.
- l) Has violated Non-Disclosure Agreement.

4.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:

- a) If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
- b) Any other ground, including transgression of Integrity Pact, which, in the opinion of the Federation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

#### **4.2. Procedure:**

4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the "Agency" should be asked to submit within 15 days a written statement in its defence. A performa of Show Cause notice is attached at **Annexure-A**.

4.2.2. The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the concerned Branch/Division which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.

4.2.3. The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the concerned Branch/Division responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.

4.2.4. On preliminary examination of the proposal with attached documents, if the vendor de-listment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.

4.2.5. Thereupon the Show Cause Notice, as approved, will be issued by the concerned Division. Before issuing the Show Cause Notice, concerned



Division should give intimation to the Nodal Division regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Division, shall in turn publish this information in NAFED website for information and reference of all business divisions/all branches across the Federation.

- 4.2.6. On receipt of the explanation from the Agency, the concerned Division/Branch will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department. This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the concerned branch/division's comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.
- 4.2.7. The proposal along with the reply from the Agency would be examined by the Vendor delistment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Division to the Competent Authority for final decision on banning or otherwise.
- 4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :
- a) Approve the proposal for Holiday Listing as such; OR
  - b) Approval the proposal for holiday listing for a period higher than that was recommended, in case the Competent Authority is of the opinion that banning for a longer period is required in view of the gravity of the case; OR
  - c) Approve the proposal for holiday listing for a period lesser than that was recommended, in case the Competent Authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case; OR
  - d) Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.
- 4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned Branch/Division. A draft performa for intimation of Holiday Listing to Agency is at **Annexure B**.

4.2.10. The Holiday Listing process should be completed at the earliest and in any case within 45 days from initiation of case by concerned Branch/Division responsible for invitation of bids.

4.2.11. The Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for NAFED on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

4.2.12. Ordinarily, the period for which as Agency is Holiday listed should not be less than 01 year and should not exceed 03 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No.	Reasons for holiday listing	Period of holiday listing
1.	Indulged in malpractices resulting in financial loss to the Nafed	15 years
2.	Submitted fake, false or forged documents / certificates	3 years
3.	Has substituted materials in lieu of materials supplied by NAFED or has not returned or has unauthorizedly disposed off materials / documents or equipments supplied by NAFED.	15 years
4.	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	3 years
5.	Has deliberately indulged in construction and erection of defective works or supply of substandard materials	3 years
6.	has not cleared NAFEDs previous dues, if applicable	1 year
7.	Has committed breach of contract or has abandoned the contract	3 years
8.	Poor performance of the Agency in one or several contracts	1 year
9.	Has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by NAFED.	1 year
10.	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11.	Has parted with, leaked or provided confidential / proprietary information of NAFED to any third party without the prior consent of NAFED.	15 years
12.	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13.	Transgression of Integrity Pact of Nafed, which, in the opinion of the Nafed, makes it undesirable to deal with the Agency;	3 years

#### 4.2.13. Provision for Appeal

- i. An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority i.e. Managing Director to the Appellate Authority i.e. Business Committee of NAFED within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- ii. Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority.
- iii. On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- iv. After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency.
- v. After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either: (a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR (b) Annul the order of the Competent Authority.
- vi. Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.
- vii. Order of the Appellate Authority shall be communicated to the Agency by the concerned Branch/Division copy of which shall be given to the Nodal Division. A draft performa for communicating the decision of the Appellate Authority is at **Annexure C**.

#### 4.2.15. Effect of Holiday Listing

- i. No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- ii. If an 'Agency' is put on the Holiday list during tendering :
  - a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD , if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .
  - b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any

submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1.

- c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.
- iii. In cases where holiday listing proposal has been initiated by some Branches/Divisions in the Federation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

#### **ARTICLE-5: DECLARATION BY BIDDERS REGARDING HOLIDAY LISTING STATUS:**

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by NAFED debaring them from carrying on business dealings with the NAFED or serving a banning order by another Department/Federations. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

#### **ARTICLE-6. REVOCATION OF HOLIDAY LISTING:**

- 6.1. An order for Holiday Listing once passed for a certain specified period shall be revoked as under :
- 6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Branch/Division Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Division.
- 6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the Competent Authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

**ARTICLE-7: PUBLISHING OF HOLIDAY LISTING INFORMATION IN NAFED WEB-SITE:**

- 7.1. Once an order of Holiday Listing of an Agency is passed by the Competent Authority, the said information shall be published in the NAFED web-site, by the Nodal Division/Branch.
  - 7.2. All Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by NAFED.
  - 7.3. All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Division, who in turn shall update the information in the web-site accordingly.
  - 7.4. To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Division should update the information in the NAFED web site, as soon as they get intimation from the concerned Branch/Division, along with copy of proposed show cause notice.
  - 7.5. Nodal Division shall intimate each Instance of Holiday Listing and Revocation to other Department/Federation. Similarly information regarding Holiday Listing, if any received from other Department/Federation shall be communicated by the Nodal Division to the concerned Branch/Division and/or published in the website for reference.
- .....



**Annexure –A**

(Proforma of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No. ....

Date.....

To

M/s .....

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to show-cause in writing within 15 days from the date hereof why you should not be placed on Holiday List and be debarred from entering into any contracts with NAFED for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

Annexure –B

(Performa for Intimation of Holiday Listing)

BY REGD. POST/SPEED POST/COURIER

No. ....

Date.....

To

M/s .....

Sub: Intimation of Banning of Business Dealings / Holiday Listing

Dear Sir,

WHEREAS our Show Cause Notice served to you dated ..... WHEREAS, in spite of the opportunity given to you, you have failed to show cause as required / your reply to the show cause notice \*(and documents and documentary evidence submitted in support of your reply) has / have been duly considered; (Speaking Order either to agree or rebut the reply furnished by Agency – allegation wise) After considering the allegations made in the show cause notice/your reply to the show cause notice\*(and documents and documentary evidence furnished in support thereof) as cited above, it has been decided that business dealings with you will be banned and you are hereby debarred from entering into contracts with NAFED for ..... Years/months, effective from the date hereof.

This order shall have the following effects:

1. No enquiry / bid / tender shall be issued to you nor will the bids submitted by you be entertained;
2. In cases where tenders have already been issued to you and price bids are yet to be opened, the price bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
3. In cases where tenders have already been issued to you and price bids have already been opened , but final decision is pending, your quote will not be considered for further evaluation and finalization of the tender, and BG/EMD, if any, submitted by you shall be returned.
4. In case of ongoing contracts between you & NAFED, (including cases where contract has already been awarded before ..... ) you will be required to continue with the execution and perform as per terms of the contract.

In case you are aggrieved by this order, you may file an Appeal before ..... (Indicate here the relevant Appellate Authority), within a maximum of 15 days from the date of receipt of this order. You may represent your case before the Appellate Authority, along with necessary justification. On expiry of the above period of holiday listing, you may approach.....(indicate the concerned Branch/Division) , with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing. (Give Reasons)

Yours faithfully,

**Annexure –C**

(Performa for communication of Appellate Decision on Holiday Listing Order)

BY REGD. POST/SPEED POST/COURIER

No. ....

Date .....

To

M/s .....

Sub: Banning of Business Dealings / Holiday Listing- Intimation of decision of Appellate Authority

Ref: 1. Order dated ..... placing M/s ..... on Holiday List by NAFED

2. Your Appeal reference ..... Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Holiday List and your appeal petition reference ..... dt.... on the same. After considering the findings of the Original Authority in order dt....., submissions made by you in your appeal , and the documents/documentary evidences available on record, it has been decided finally that :

- There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Holiday Listing for the period of ..... years/month from the date of order, as ordered by the original Authority is upheld.
- Considering your submissions, the order of Holiday Listing passed by the original authority is upheld , but with a reduction in period of holiday listing for ..... years/months from the date of order of original authority.
- Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority. (\*\*\*)  
(Incorporate any one of the above as applicable)

Yours faithfully,

14(3)

**ANNEXURE-I**

**INTEGRITY PACT**

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Co-operative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Act, 2002 (as amended up to date), having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through ..... (hereinafter referred to as the "The Principal", as the context may require or admit, 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 and permitted assigns) of the ONE PART And

And

.....a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vides Deed of Partnership dated..... or Proprietorship Firm, thorough its Director/Partner/Proprietor Mr./Mrs. and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART.....,

**PREAMBLE**

- A. The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).
- B. In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the bidders/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

**Article: 1- Commitments of the Principal**

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



14(4)

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Article: 2 – Commitments of the Bidders(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) /Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or 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.
  - b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements 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



14(5)

restrict competitiveness or to introduce cartelisation in the bidding process.

- c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**
- e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

**Article: 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s)/Vendor(s), before award or during execution has committed a transgression through a violation of Article 2, above or in any other form such as to put their reliability or credibility in question, the **Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the laid down procedure.**

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**Article: 4- Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Article 3, or if the Principal is entitled to terminate the contract according to Article 3, the Principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Article: 5 - Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banking of business dealings".

**Article: 6-Equal treatment of all Bidders / Contractors /Subcontractors**

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.
2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Article: 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)** If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or if an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

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**Article: 8 - Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Managing Director, Nafed.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential Information' and of 'Absence of Conflict of interest'. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, Nafed and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.





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7. The Monitor will submit a written report to the Managing Director, Nafed within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, Nafed, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, 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 Commissioners.
9. The word "Monitor" would include both singular and plural.

**Article: 9 – Pact Duration**

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
2. If any claim is made/lodged during this time, 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 the Managing Director, Nafed.

**Article: 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.



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6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal  
Bidder/Contractor)

\_\_\_\_\_  
(For & on behalf of

(Office Seal)

(Office Seal)

Place: \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

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

Witness 2:

(Name & Address) \_\_\_\_\_

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

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