



NAFED
60 Years of Service

TENDER NOTICE

Tender Notice for Supply of New Leno Bags for Packing of Onion

NAFED invites Tender from Millers / Suppliers for supply of new Leno Bags (of size 22*40 inches - 50gms) for packing of onion by NAFED Nasik branch.

Interested parties can obtain tender documents from the Branch office of Nafed at NAFED Onion Complex, Near Old APMC Yard, New Mumbai-Agra Road, Pimpalgaon (B), Tal: Niphad, Distt: Nashik. Tel: 8446564266/8800977761 during working hours upto 30.09.2022 till 12.00 Noon on payment of Rs.500/- + **GST**(non-refundable). Tender documents can also be downloaded from Nafed website: www.nafed-india.com. The downloaded tender documents must be accompanied with tender fee of Rs.500/-+ **GST i.e. Rs. 590/-**payable through demand draft of a nationalized/reputed bank in favour of NAFED payable at Pimpalgaon (B)/RTGS(Union Bank of India A/c No 597002010013591 IFSC UBIN0559709 Branch Pimpalgaon Baswant, Nashik) at the time of submission.

Sealed tender documents complete in all respect along with a demand draft of Rs. 1,00,000/- (Rupees one lakh only) in favour of NAFED payable at Pimpalgaon (B)/ RTGS(Union Bank of India A/c No 597002010013591 IFSC UBIN0559709 Branch Pimpalgaon (B), Nashik)towards earnest money deposit should be submitted/dropped in the tender box on or before 30.09.2022 upto 01.00 PM kept at NAFED Branch Office at NAFED Onion Complex, Near Old APMC Yard, New Mumbai-Agra Road, Pimpalgaon (B), Tal: Niphad, Distt: Nashik and tender will be opened at 03:00 PM on 30.09.2022. Tender forms submitted incomplete in any respect, without tender fee (for tenders downloaded) and EMD shall be summarily rejected. Further NAFED reserves the right to accept or reject any or all tenders without assigning any reason thereof.

NAFED ONION COMPLEX, NEAR OLD APMC MARKET YARD,
MUMBAI-AGRA HIGHWAY, PIMPALGAON (BASWANT),
TALUKA: NIPHAD, DISTT: NASHIK -422209, MAHARASHTRA, OFF:8446564266
E-Mail:nafnasik@nafed-india.com Web Site:www.nafed-india.com



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Detailed tender Terms and Condition

1. PRODUCT SPECIFICATION

Quality – New Leno Bags

Capacity: 50 Kg

Dimensions: 22 X 40 Inch

Weight – 50 gms

Stitching- Bottom of leno bag can be made either single fold & double stich.

Material: Polypropylene (PP) material blood red.

The last date of submission of tender: 30.09.2022 up to 01.00 p.m. and tender will be opened at 03.00 p.m. on the same day at **NAFED Onion Complex, Near Old APMC Market Yard, Mumbai-Agra Highway, PIMPALGAON (BASWANT) TALUKA – NIPHAD, DISTT: NASHIK-42209 (MS)**

Ph-8446564266/8800977761.

2. Quantity and F.R.O.:

Taluka	District	No Of Bags
Sinnar	Nashik	50000
Sangamner	Ahmednagar	240000
Junnar, Ambega Indapur	Pune	128000
Shirur	Beed	48000
Vashi	Osmanabad	16000
Kalamnuri	Hingoli	7000
Vaijapur	Aurangabad	53000
Total		542000

Quantity indicated above is purely indicative and not guaranteed and quantity can be increased/decreased by 20 % whatever it may be.

A. Delivery Period:

The gunny bags should be supplied from 7 days from date of placement of purchase order for supply by purchaser.

B. Tender Fee

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Tender form fee of Rs. 500/- plus 18% GST and it will be accepted in the NAFED office within scheduled time. Tender without appropriate fees as referred above, shall not be accepted.

C. E.M.D.

An E.M.D. of Rs. 1,00,000/- is to be deposited in the form of DD/ RTGS in Favor of “NAFED”. Refund of E.M.D. of unsuccessful tenderer shall be refunded after final acceptance of tender of successful bidder EMD so deposited shall not accrue any interest.

D. Security

Security amount equivalent to 5 % of the value of total ordered quantity, shall be deposited by supplier with NAFED within 3 working days of placement of order by way of DD/RTGS (from the A/C of supplier only). However, the E.M.D. deposited by successful bidder may be adjustable in security deposit. Such security deposit shall be refunded (without any interest) after successful execution of order. If supplies fail to supply the quantity as per order, the security deposited shall be liable to be forfeited. Security deposit shall, however, not accrue any interest.

E. Inspection

The inspection at place of receipt of goods carried out & if the bags were not found as per the specification given the same may be rejected and the transportation & loading/unloading of goods on supplier account.

F. Payment Terms

The payment shall be released within 7 days after delivery of complete material, required documents and bill subject to approval of quality.

G. Procedure for evaluating the tender

The envelope to be prepared for tender procedure contain

- (i) GST registration certificate,
- (ii) Cancelled check,
- (iii) DD/RTGS of Rs. 1,00,000/- in favor of “ NAFED ” payable at Pimpalgaon(B),
- (iv) Declaration by tenderer form.
- (v) Tender Form (Bid form on which you have to mention total rate per bag inclusive of all taxes.

H. Validity of Offer:

Offer (BID) shall be valid for the period of 90 days from the date of opening of tender during which no escalation in the rates will be allowed.

I. Indemnity:

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The jute millers 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 jute millers in respect of the services provided etc, whatsoever.

J. Holiday Listing:

The jute millers are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with NAFED in such matters. Also, while participating in the tender and performing the contracts, Agencies are required to meet certain performance criteria and adherence to the terms and conditions of the tender. NAFED shall have the right to remove from the list of approved / empanelled Agencies or to ban business dealings, if any jute millers has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. 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 tender floated and consequently, all Orders / Contracts / Purchase Orders placed, by NAFED.

K. Integrity Pact (IP)

Integrity Pact as decided by NAFED has to be signed by the Applicant as per Annexure-I

L. Applicable law, jurisdiction and dispute resolution.

1) This e-Tender documents and its terms and conditions shall be constituted and the legal relation between the parties hereto shall be determined and governed accordingly to the laws of Republic of India and only courts at High Court of Nashik 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.

2) All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligation of the parties shall be settled amicably by mutual discussion falling which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended upto date) or any other statutory amendments/ modification thereof for the time being in force. The venue of the arbitration shall be at New Delhi, India and language of Arbitration shall be English. **In case of arbitration, the cost of Arbitration shall be borne by the both party equally.**

3) Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Licensee in the Courts having jurisdiction over the parties.

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M. NOTICE OF DISCLAIMER

(i) The information contained in this TENDER OF LENO BAGS or subsequently provided to intending bidders whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (hereinafter referred to as "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 OF LENO BAGS document and all other terms and conditions subject to which such information is provided.

(ii) No part of this TENDER OF LENO BAGS 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.

(iii) This TENDER OF LENO BAGS document has been prepared solely to assist prospective bidders in making their decision to get proposed work with NAFED. NAFED does not purport this information to be all-inclusive or to contain all the information that intending bidders may need to consider in order to submit a bid. The data and any other information wherever provided in this TENDER OF LENO BAGS is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representative, 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 intending bidders, 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 OF LENO BAGS.

(iv) 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 OF LENO BAGS 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 the Project. Intending bidders have to undertake their own studies and provide their bids.

(v) This TENDER OF LENO BAGS 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 Project in relation to which it is being issued.

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(vi) The information and statements made in this TENDER OF LENO BAGS document have been made in good faith. Interested parties should rely on their own judgments in participating in this tender process. 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.

(vii) 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 OF LENO BAGS Document.

(viii) NAFED reserves the right to reject all or any of the Bids submitted in response to this TENDER OF LENO BAGS at any stage without assigning any reasons whatsoever.

(ix) All Intending bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in 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. Unsuccessful bidders will have no claim whatsoever against neither NAFED nor its employees, officers.

(x) NAFED reserves the right to modify, suspend, change or supplements this TENDER OF LENO BAGS at any stage. Any change to the TENDER OF LENO BAGS will be notified to all the Intending bidders to whom the TENDER OF LENO BAGS is issued.

(xi) Mere submission of a tender does not ensure selection of the Applicant as Successful Applicant.

General Terms and Conditions

1. Tenderer shall have to carefully study and understand the conditions, specifications and technical requirement of the bags to be supplied. If he has any doubt about the meaning of any terms, condition or specification etc. he should refer the Manager, NAFED.

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2. GST registration and clearance certificate: No Manufacturer, who is not registered under the GST Act prevalent in the state, where his business is located, shall participate in tender.
3. The tender shall not sublet the supply awarded to him.
4. The tender shall be responsible for packaging and forwarding, loading/handling and transportation of Leno bags at the locations decided by NAFED. Any losses occurred in this process shall be supplies account only.
5. The successful tenderer shall have to supply the material within the specified time schedule at the time of issuing Purchase Order (PO). In case, he fails to do so, NAFED shall liberty to get the supply from any other agency at the risk and cost of the tenderer.
6. In case of supply of material is of sub standard or as per norm/ specification, it shall be rejected and PO shall be cancelled by forfeiting EMD/ Security, which shall be acceptable to successful bidder.
7. At the time of filling the tender it is to be ensured by the tenderer that each page has been signed by them, towards its acceptance.
8. If the successful tenderer fails to supply the material as per specifications. NAFED shall be liberty to arrange the same either by inviting fresh tenders or by any other alternative means, at the risk and cost of successful tenderer.
9. In case the supply is delayed due to some reason or the other, the liquidated damages for the delay shall be imposed, that shall be acceptable to tender.
10. In case of the extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of the value of stores which the tenderer has fails to supply.
 - I. Delay up-to one fourth of the prescribed delivery period- 1%
 - II. Delay exceeding one fourth but not exceeding half of the prescribed delivery period- 2%
 - III. Delay exceeding half but not exceeding three fourth of the prescribed delivery period- 5%
 - IV. Delay exceeding three fourth of prescribed period- 10 %
11. Fraction of a day in reckoning period of delay in supplies shall be eliminated, if it is less than half a day.

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12. The maximum amount of liquidated damages shall be 10%
13. If the supplier requires extension in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority, which has place to supply order, for the same immediately on occurrence of hindrances but not after the stipulated date of completion of supply.
14. Delivery period may be extended with or without liquidated damages if the delay in supply of goods in an account of hindrances beyond the control of tenderer.
15. In case the supply of material is found substandard or not as per the norms/specifications mentioned, the supplier will left the stock at his own cost within 7 days. The rejected bags will lie at the risk and cost of supplier with purchaser. Losses incurred in this process shall be in supplier account only.
16. If a tenderer imposes conditions, which is in addition to or conflict with the conditions mentioned herein, his tenderer is liable to summarily rejection. In any case some of such conditions will be deemed to have been accepted unless specially mentioned in the letter of acceptance of tender issued by NAFED.
17. Branch Manager, NAFED, reserves the right to accept or reject any or all tenders partially or fully without assigning any reason thereof.
18. If deemed fit, NAFED, shall depute its representative for inspection of material at tenderers site prior to its dispatch for which tenderer should have no objection.

19. VALIDITY OF AGREEMENT

NAFED Nasik branch will issue work order to successful bidder which shall be valid for a period of six months from the date of issue of work order.

(To be submitted on letter head of Party)

Ref:

Date:

To,

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Branch Manager
NAFED , Pimpalgaon (B)
Tal. Niphad, Dist. Nasik

Sub: Submission of offer for supply of New Leno bags for Packing of Onion

With reference to your advertisement appeared on.....in.....for purchase of new Jute Hessian bags packing of Onion, we are submitting our offer, and agrees as under.

1. We are submitting this offer (Proposal) on our own.
2. We agree to abide by the terms and condition of the tender.
3. We are agree to abide this offer for the period of 90 days from due date.....
Fixed for submitting the same and it shall remain binding upon us and may be accepted at any time before the expiry of period.
4. In the event of our offer being accepted, we are agree to deposit 5% of value of purchase order as Security deposits within 3 working days from the date of issuance of purchase order.
5. We understand that NAFED is not bound to accept any or all offer may receive.
6. We are enclosing the following.
 - i. We enclosed herewith DD No.....dated.....drawn on(Bank Name) for Rs.....Rupees(.....) on account of Earnest Money Deposit as per terms and conditions of offer.
 - ii. GST Registration Certificate
 - iii. Letter of authority issued by Firm/ Company in favour of the person signing documents.
 - iv. Brief profile of establishment.
 - v. Declaration by Tenderer.

Signature:

Name:

Designation:

Seal/Rubber Stamp:

Date:

(To be submitted on letter head of Party)

Tender Form

Tender Form Fee= Rs.590/- (Non Refundable)

Ref:

Date:

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To,

Branch Manager
NAFED, Pimpalgaon (B)
Tal. Niphad, Dist. Nasik

Sub: Submission of offer for supply of New Leno bags for Packing of Onion

With reference to your advertisement appeared on.....in.....for purchase of new Leno bags packing of Onion, we are submitting our offer, and agrees as under.

S. No.	District	Taluka	Tentative Qty to be Supplied (No. of Bags)	F.O.R. Rates. Per Bag Excluding GST
1	Nashik	Sinnar	50000	
2	Ahmednagar	Sangamner	240000	
3	Pune	Junnar, Ambegaon, Indapur	128000	
4	Beed	Shirur	48000	
5	Osmanabad	Vashi	16000	
6	Hingoli	Kalamnuri	7000	
7	Aurangabad	Vaijapur	53000	
	TOTAL		542000	

Enclosed please find here DD No.....dated.....drawn on(Bank Name) for Rs.....Rupees (.....) for Rs. 1,00,000/- (Rupees One lakh Only) towards EMD.

Thanking You,

Yours Faithfully

Signature:

Name:

Designation:

Seal & Rubber Stamp:

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

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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 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 (In case of Partnership Firm, the intending bidders 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 Bidder 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) through 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:-

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.

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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 bidder (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 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



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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.**

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.

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,

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E-Mail:nafnasik@nafed-india.com Web Site:www.nafed-india.com



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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.

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.

NAFED UNION COMPLEX, NEAR OLD APMC MARKET YARD,
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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 jute miller 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.
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)

(For & on behalf of bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address)