



National Agricultural Cooperative Marketing Federation of India Ltd.
Regd. Office : NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk, New Delhi-110014
Telephone EPABX: 011-26340019, 26344153
Fax: 091-11-26340261
Website: www.nafed-india.com

GSTIN: 07AAAAN4629F2ZP

PULSES DIVISION

NOTICE INVITING QUOTATION FROM SURVEYORS FOR QUALITY ASSESSMENT

Quotations are invited from surveyors for Inspection & Survey of Imported pulses (Urad, Toor, Masur) purchased during the period of 01 year, at CFS Area/Rail Yard/Storage Point at any Indian Mainland Seaport after custom clearance/PPQ/FSSAI/Other relevant permission. Interested surveyors can obtain tender document from the above address or download from NAFED website: www.nafed-india.com. The last date for submission of tender is **26.09.2022 up to 3:00 PM and would be opened on the same day at 4.00 PM.**

Additional Managing Director

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.
- c. NAFED desires to appoint reputed surveyors for a period of 01 year for assessment of quality of imported pulses (Urad, Toor, and Masur) to be purchased on behalf of DoCA under PSF.

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 / trucks 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 pulses (Urad, Toor, 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 (Uric Acid), 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 parameter of quality inspection to be carried out is annexed at I.
- f. The testing protocol should be as per GAFTA Standards.
- g. The sampling lot size will be 500 MT (with tolerance of +/- 2%) or part thereof, in case; the last lot is less than 500 MT. The composite sample drawn from each lot will be analysed for quality assessment on weighted average basis. Generally, sample will be drawn from 10% of the lot. However, Nafed may increase the percentage sampling as per requirement and discretion. The analysed report of each lot of 500 MT will be considered for finalisation/ acceptance of stock.

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. Any case of wilful 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.
- n. 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.
- o. 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.
- p. The appointed surveyors must not assign the work in full or part to other firm, company, or individual.
- q. The data generated by the through assaying process would be the property of NAFED.
- r. 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.
- s. 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.

- t. 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.
- u. 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 in assaying/ inspecting and testing of exported/ imported stock of Pulses/ Food grains/agriculture commodities. Surveyor Agency is required to submit copy of job order not older than 2 years from the date of submission of bids, as supporting document.
- 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

- I) The quotations are invited for survey of Imported pulses (Urad, Toor, Masur) purchased for a period of 01 year.
 - 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:

NAME OF THE BENIFICEARY- NAFED
NAME OF THE ACCOUNT NUMBER- 309009093946
NAME OF BANK- RBL BANK
ADDRESS OF THE BANK- DEFENCE COLONY, NEW DELHI
IFSC CODE- RATN0000292

- b. The sealed envelope must be super scribed “Quotation for appointment of Surveyor for inspection and survey of Imported pulses (Urad,Toor, 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 **importedpulses22@nafed-india.com** for deployment of surveyors at any Indian Mainland Seaport or any other location for survey & inspection of Imported Pulses. **The last date of submission of quotation is 26.09.2022 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 1 year 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 details of the imported pulses to be purchased shall be intimated to the successful bidder from time to time.
- o. The terms and conditions of the quotation documents will form part of the agreement to be executed between Nafed and successful bidder.
- p. 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.
- q. 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. The agreement format is given at ANNEXURE V.

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.

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 on Nafed website inviting quotations for inspection and survey of Imported pulses (Urad, Toor, 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:-

Sr.no.	Zone	Rate at CFS area/Rail Yard/Storage point Rs. /manday Exclusive of Tax
1	North Zone	
2	East Zone	
3	West Zone	
4	South Zone	

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. _____ 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 PULSES (Urad, Toor, Masur)

Commodity	Imported Pulses, imported stock (Urad, Toor, Masur)
Quality Specification	The offered stock quality should confirm to FSSAI specifications, foreign matter (extraneous matter) shall be maximum 1.0 percent by mass of which not more than 0.25 per cent by mass shall be mineral matter and not more than 0.10 per cent by mass shall be impurities of animal origin and Moisture Limit of 12%. Other FSSAI Quality parameters
Origin/Crop Year	Crop Year 2022
Delivery Locations	Delivery at warehouse near to designated ports namely Chennai, Vishakapatnam, Nhava Sheva, Mundra, Haldia (or any other port as informed from time to time) after custom clearance/PPQ/FSSAI/Other relevant Authorities, loading, transportation.

TERMS & CONDITION OF IMPORTED PULSES (URAD, TOOR, MASUR)

Packing :

50 Kg net in good quality PP bags capable of withstanding multiple handling and suitable for packing of Pulses 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.

AGREEMENT

This Agreement is made and executed at New Delhi on this the by and between:

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LIMITED (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 authorized (which expression includes its Successors, Administrators & Assigns hereinafter called the NAFED) of the One part

AND

..... a company incorporated under the Companies Act, 1956 or 2013 through and having its registered office at _____ (hereinafter referred to as "Surveyor") 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.

RECITALS

WHEREAS

- A. Nafed had floated Tender Notice for seeking quotations from experienced and reputed surveyor agency/ies on for survey, testing & inspection of Imported pulses (Urad, Toor, Masur) Stock at any Indian Mainland Seaport or any other location for a period of one year. Surveyor Agency fulfilled the eligibility conditions have been shortlisted for survey, testing & inspection of Imported pulses (Urad, Toor, Masur) Stock.
- B. On the basis of Tender Notice floated on, upon selection be eligible & shortlisted is being entered this agreement with, for survey, testing & inspection of Imported pulses (Urad, Toor, Masur) Stock at any Indian Mainland Seaport or any other location informed by NAFED or its nominated / assigned agency from time to time, as per the requirements. This agreement is being executed with the Surveyor Agency in terms of Clause No. 12 of Tender Document.

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

5. 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 other 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 by Nafed or nominated agency.
- b) Supervision of weighment of containers / trucks at nominated weighbridge.

- c) The surveyor shall deploy required number of competent technically qualified staff having proper qualification & experience with proper equipments at CFS Area/Rail Yard/storage point of any Indian Mainland Seaport or any other location on time as required by Nafed.
- d) The technical staff of the surveyor will inspect, survey & test Imported pulses (Urad,Toor, Masur)stock as per specifications provided by Nafed.
- e) The details report of physical parameters shall be submitted to Nafed on the same day and chemical analysis report (Uric Acid), 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 reports should be submitted in soft & Hard copy.
- f) The testing protocol should be as per GAFTA Standards.
- g) The sampling lot size will be 500 MT (with tolerance of +/- 2%) or part thereof, in case; the last lot is less than 500 MT. The composite sample drawn from each lot will be analysed for quality assessment on weighted average basis. Generally, sample will be drawn from 10% of the lot. However, Nafed may increase the percentage sampling as per requirement and discretion. The analysed report of each lot of 500 MT will be considered for finalisation/ acceptance of stock either on accepted price or with price discount as mentioned in the document.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) Any case of wilful 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.
- n) 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 or any other location to concerned Nafed branch for better coordination so that work does not suffer.

- o) Surveyor shall depute sufficient number of staff at nominated CFS area/Rail yard/storage point or any other location 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 or any other location, 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.
- p) The appointed surveyors must not assign the work in full or part to other firm, company, or individual.
- q) The data generated by the through assaying process would be the property of NAFED.
- r) 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.
- s) 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.
- t) 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.
- u) The Surveyor agency shall not sublet, transfer or assign the contract or any part thereof without prior written permission of NAFED.

6. Award of Work:

- a) has been appointed Surveyor Agency for survey, testing & inspection of Imported pulses (Urad, Toor, Masur) Stock at any Indian Mainland Seaport or any other location @ Rs./- excluding GST per man per day, in response to tender notice floated on The Tender notice document shall be part of the agreement.

7. Security Deposits:

- a) M/s has furnished Rs 2,00,000 (Two Lakhs) as Security Deposit through EFT (UTR No dt Security deposit shall be remained with Nafed upto six months after the completion of work and shall not carry any interest.

- b) If the Surveyor Agency fails or neglects to observe or perform any of his obligations under the agreement/contract, it shall be lawful for the NAFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Surveyor Agency to Nafed or to appropriate the Security Deposit furnished by the Surveyor Agency or any part thereof and/ or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the NAFED.
- c) Save as aforesaid, if the Surveyor Agency duly performs and completes the contract in all respects and presents “NO DEMAND CERTIFICATE” issued by the NAFED shall refund the Security Deposit to the Surveyor Agency after deducting all costs and other expenses that the NAFED may have incurred and all dues and other money including all losses and damages which the NAFED is entitled to recover from the Surveyor Agency. The decision of the NAFED in respect of damages, losses, charges, costs or expenses shall be final and binding on the Surveyor Agency.
- d) NAFED shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to Surveyor Agency negligence and un-workmanlike performance of Services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Surveyor Agency under this or any other contract with the NAFED. In the event of such sum being insufficient, the balance of the total sum claimed and recoverable from the Surveyor Agency as aforesaid shall be deducted from the security deposit furnished by the Surveyor Agency. Should this sum also be not sufficient to cover the full amount claimed, the Surveyor Agency shall pay to the NAFED on demand the remaining balance of the aforesaid sum claimed.
- e) Whenever the Security Deposit falls short of the specified amount, the Surveyor Agency shall, make good the deficit so that the total amount of Security Deposit shall not, at any time, be less than specified amount.

8. Payment :

- a) Payment shall be released within 30 days after receipt of invoice/attendance sheet/survey reports/consolidated survey reports and other documents prescribed by the Nafed (subject to TDS and other statutory deductions as applicable). Nafed shall retain 10% of the amount from each running bill, which shall be released after satisfactory completion of assigned work.
- b) However, due to any unavoidable circumstance, if the payment of Surveyor Agency is get delayed, the Surveyor Agency shall have no claim for any losses or damages whatsoever against NAFED or its nominated / assigned agency.

5. Subletting the assignment:

- a) The Surveyor Agency shall not sublet, transfer or assign the contract or any part thereof without prior written permission of NAFED.

6. Completeness of the contract:

- a) The contract shall be deemed as incomplete if any event is not completed within the stipulated time period or the event is not successfully completed in the manner as specified by NAFED or if any act/event/incident takes place which is attributable to Surveyor

Agency(s), which results in delay/incompletion of an event or which results in a financial, reputational or other losses to the NAFED.

7. Termination:

- a) In the event of the Surveyor Agency having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the NAFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the Surveyor Agency any resultant loss sustained or costs incurred by the NAFED.
- b) NAFED shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Surveyor Agency of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the NAFED due to the Surveyor Agency(s)'s negligence or deficiency or unwork-man like performance of any of the services under the contract. The Surveyor Agency shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the NAFED shall be final and binding on the Surveyor Agency.
- c) NAFED reserves the right to terminate the contract at any time by giving one month's notice in writing to the Surveyor Agency if the policy guidelines, on which the contract is dependent, are modified or other circumstances, in which event no fee, costs, expenses, damages etc. shall be payable.
- d) If at any time during the currency of contract, it comes to the notice of NAFED that the Govt/ Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the Surveyor Agency, Nafed reserves the right to summarily terminate the contract.
- e) In case the performance of the Surveyor Agency is not found to be satisfactory during the currency of the agreement, Nafed can prematurely terminate the agreement after giving one-month notice.

8 Indemnity:

- b) 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.

9 Confidentiality:

- b) 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.

10 Force Majeure:

- vi. 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.
- vii. 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.
- viii. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.
- ix. During the continuance of the Force Majeure, Nafed reserves the right to alter or vary the terms and conditions of this agreement or if the circumstances so warrant, the Nafed may also suspend the agreement for such period as is considered expedient, 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.
- x. 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

11. General Provisions:

- iv. Governing Laws: This agreement will be governed and construed in accordance with the laws of the Republic of India without giving effects to the principles of conflicts of laws. Both Surveyor Agency and NAFED agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this agreement may be brought in a court at New Delhi.
- v. Severability: If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- vi. Entire Document: This agreement together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof.

12. Applicable Law Jurisdiction and Dispute Resolution:

- a) The agreement 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.
- b) All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/ modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
- c) Nothing contained in this clause shall prevent the Nafed from seeking interim injunctive relief against the Surveyor Agency in the courts having jurisdiction over the parties.

13. Period of engagement of the Surveyor Agency:

- a) The agreement to be executed between Nafed and Surveyor Agency for a period of One (01) year with effect from, which may be mutually extended for another one year on the same terms and conditions subject to satisfaction of NAFED. Nafed reserves the right to terminate the agreement in case of unsatisfactory performance of the Surveyor Agency.

14. EXECUTION:

This agreement has been approved by the Competent Authority of Nafed vide approval dated in the file no. and same is being executed for and on behalf of Nafed through duly authorised by the Managing Director of Nafed vide authorisation letter dated which is enclosed herewith as Annexure A. This agreement is being signed on behalf of Surveyor Agency through who has duly been authorised by vide Board resolution / Authorization Letter dated dt which is annexed herewith as Annexure B.

IN WITNESS WHEREOF the parties to this MOU have set their respective hands on this deed at New Delhi.

Signed for & on behalf of

Signed for & on behalf of

(Name of Surveyor Agency)

NAFED

Witnesses

Witnesses

- 1.
- 2.

- 1.
- 2.