

Terms & Conditions for auction to be held through NAFED e-portal (nafed.agribazaar.com) for supply of Sugar to Kerala on behalf of NAFED.

NAFED invites financial bids for e-auctions from manufacturers/ traders/ dealers of Sugar, through NAFED e-portal (nafed.agribazaar.com), to be held as per below details from the millers/ suppliers empaneled with NAFED IS division for supply of Sugar to Kerala.

The terms & conditions may be downloaded from NAFED's website, www.nafed-india.com. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof. The link for online bidding is <https://www.nafed.agribazaar.com> and the login details are Username – Registered Mobile Number (RMN): password through OTP.

Name of Government Institution	Supplyco, Kerala
Sugar to be supplied	Sugar (ISS GRADE Sugar S-30 conforming to IS-498-1970)
Delivery locations	Annexure II
Pack size	50 Kg Net weight, Polypropylene bag (PP Bag)
EMD & SD	EMD – 3% of contract value SD – 5% of contract value
Contract Period	One month
Delivery timelines	
Submission of SD by the successful bidder	5 days from date of award of contract
Due date for completion of delivery of Sugar	Supply of sugar shall be made in one go on or before the date as specified by State. The supply period will be in two phase: 1 st phase within 10 days from the date of their order and in next 10 days for balance quantity
Auction rules	
Bidding parameter	Price bid in Rs. per quintal including applicable GST, other statutory dues, taxes, loading & unloading charges, labour charges, transportation and all other related charges for delivery of Sugar at the designated stores as per annexure II
Auto extensions	3 extensions with any revision in lowest bid during last 3 minutes of auction round.
Bid Validity	30 days or acceptance of rate by state department whichever is later

Note:

- a. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- b. The link for online bidding is <https://www.nafed.agribazaar.com> and the login details are Username – Registered Mobile Number (RMN); password through OTP.
- c. This bid documents shall be governed and construed in accordance with the Indian Laws.
- d. It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- e. No Suit, prosecution or any legal proceedings will be lie against NAFED or any official(s) of NAFED for anything that is done in good faith or intended to be done in pursuance of supply under this bid documents/eauctions.

GENERAL - TERMS AND CONDITIONS

1. Eligibility condition

Online bids are invited from millers/Individual Suppliers/Traders meeting following eligibility criteria:

- 1.1. The supplier should be empanelled with NAFED as trader, on or before the bid submission date.
- 1.2. The supplier may be either manufacturer of Sugar, dealer of any manufacturer of Sugar or trader of Sugar.
- 1.3. In case of manufacturers,
 - a) The bidder should have valid FSSAI license for manufacturing, storing and packing of sugar. The milling unit of the Sugar miller and/or allied facilities including storage godowns owned or leased by the miller must meet the laid down technical parameters as per FSSAI.
 - b) The milling unit of the bidder and/or allied facilities including storage godowns owned or leased by the miller must meet the hygiene parameters as per norms laid down by Central/State government and FSSAI norms. The successful supplier shall provide a self-declaration confirming the milling unit adhering to these standards along with the Security Deposit.
 - c) All the employees of the milling unit should be protected against communicable diseases with preventive inoculation/vaccination. The successful miller shall provide a self-declaration confirming the milling unit adhering to health of employee along with the Security Deposit.
- 1.4. In case of trader/ dealer, Sugar supplied has to be sourced from single Sugar Mill.
 - a) The trader/ dealer should have valid FSSAI license for trading of Sugar.
 - b) The milling unit of the Sugar miller from where the Sugar sourced, must meet the laid down technical parameters as per FSSAI. The successful trader/ dealer shall provide a self-declaration confirming the sourcing milling unit adhering to these standards along with the Security Deposit.
 - c) The milling unit of the miller from where the Sugar is sourced must meet the hygiene parameters as per norms laid down by Central/State government and FSSAI norms. The successful trader/ dealer shall provide a self-declaration confirming the sourcing milling unit adhering to these standards along with the Security Deposit.
 - d) All the employees of the milling unit from where the Sugar is sourced, should be protected against communicable diseases with preventive inoculation/vaccination. The successful miller shall provide a self-declaration confirming the sourcing milling unit adhering to health of employee along with the Security Deposit.
- 1.5. NAFED/ Kerala officials may visit the sourcing milling unit before award of contract.

2. Quality Parameters of Sugar to be delivered.

- 2.1. The supplies from the miller/ traders/ dealers shall conform to the relevant quality specification mentioned in Annexure-1
- 2.2. The quality parameters other than those parameters mentioned in Annexure 1 shall be in accordance with the specifications indicated in the Food Safety and Standards Act 2011 and

connected rules and free from common deleterious matter. The Sugar stock should be free from adulteration.

- 2.3. The Millers/ traders/ dealers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2011 and connected rules.

3. Delivery of Sugar:

- 3.1. The supplier shall submit security deposit amount in form of RTGS/ BG in stipulated time mentioned in contract award letter.
- 3.2. Sugar to be supplied to the Kerala shall be processed in the state-of-the-art Sugar Mills/Units as per FSSAI Standards. The Sugar shall be processed in hygienic conditions following food standards approved by the Government. The factors like clean floor, adequate light and ventilation, protection from fly/rodent/pest/bird proofing, potable water, proper disposal of wastes and safety will be ensured by supplier.
- 3.3. The delivery of Sugar shall be made in one go on or before the date as specified by State. Final supply schedule for supply of Sugar will be intimated by NAFED to the miller/Supplier. The tentative delivery schedule is specified in auction. The schedule may change as per demand of Supplyco, Kerala.
- 3.4. The supplier shall take all necessary steps to commence the packaging, assaying, and dispatch of the tendered quantity and supply the Sugar as per the supply order.
- 3.5. Supplier shall be required to supply the total quantity as intimated by the NAFED/ supplyco, Kerala within the delivery period stipulated in the said Supply order.
- 3.6. Stocks are required to be dispatched by road transport only upto designated stores in the state of Kerala as per annexure II on freight pre-paid basis.
- 3.7. Supplier shall take adequate precautions to prevent damage or deterioration to Sugar during storage/transportation.
- 3.8. Supplier shall be responsible and liable for any shortage, damages or deterioration to the consignment for delivered supplies in transit if the same is to be carried in their own or contractor's trucks / lorries to the destination.

4. Packaging Details

- 4.1. Packaging - The Sugar Stocks should be delivered in Fresh polypropylene bag of 50 Kg capacity with machine stitching. The bags should Marked as:

As requested by state department

On both the sides along with all details as per the legal metrology act 2009, Packaging Act and Food safety and Standard Act 2006 (FSSA). It will be responsibility of the supplier to ensure that marking on the bags is as per applicable FSSAI regulations.

- 4.2 In case of tenderer other than manufacturer, name and address of tenderer who has supplied/ marketed sugar to the department should also be printed on the bag. In such case also tenderer has to follow packaging other Act of any other act applicable.
- 4.3 If the packaging of sugar stock asked for specification is not as per requirement and any other defect found in necessary printed work etc. as per the packaged commodity Act and other rules applicable, the department shall initiate legal proceedings against the supplier or may terminate the contract as may be deemed proper by the department.
- 4.4 Each bag should be machine stitched and should not be damaged or having any perforations

of any kind or marks of re-stitching etc. there should not be any other marking other than suppliers logo and other details mentioned in the tender document.

- 4.5 The net weight of stock packed should be 50 Kg. of standardized specified sugar. The tare weight for the stocks supplied in new polypropylene bag of 50 kgs. Capacity should be of 100 grams per PP bag.

5. Assaying & Testing

- 5.1. Sugar will be approved for acceptance based on the Quality Control Certificate to be furnished by the supplier.
- 5.2. Supplier shall appoint an independent assaying agency for quality inspection of the stocks to be delivered to Kerala. The inspection and sampling of the stock will be conducted in presence of representative of NAFED and/or any agency appointed & authorized by NAFED, after the stocks have been processed and packed as per the requirement of Kerala.
- 5.3. The Quality Control Certificate by supplier will be based on the quality report provided by miller after getting the processed Sugar lab tested from any reputed NABL accredited laboratory at its own cost.
- 5.4. Supplier shall satisfy itself, that the Sugar stocks are in accordance with the terms and conditions of this contract and fully conform to the required specifications as specified as per relevant annexure.
- 5.5. The quality of Sugar will be checked at delivery location by a Quality control Team of the Kerala or any other officer on his behalf.
 - 5.5.1. The random samples of delivered sugar stocks, taken from each lot, may be got lab tested from any reputed NABL accredited Lab so chosen by NAFED/ Kerala.
 - 5.5.2. The quality certificate issued by this lab shall have precedence over the quality certificate issued by lab under arrangement of supplier.
 - 5.5.3. If the samples are not found conforming to the relevant Quality specifications, complete lot of supply will be rejected by NAFED/ Kerala.
 - 5.5.4. NAFED/ Kerala may reject the supply in whole or in part if in its opinion they are noting all respects in accordance with this contract.
- 5.6. The supplier shall not charge or be paid for rejected supplies as above, and such supplies shall be removed by miller/Supplier at their own expense and cost within 10 days of date of rejection orders. The supplier will be allowed to remove rejected supply only after they have supplied replacement as per condition of this contract against rejected supply.
- 5.7. The supplier shall neither claim nor be entitled to payment for any damages that rejected supplies may suffer for cutting, tearing or any other harm incidental to a full proper examination and test of such supplies.

6. Submission of bids

- 6.1. The supplier shall submit the bids online through nafed.agrizazaar.com as per the bidding schedule specified above.
- 6.2. The supplier must bid price in Quintal for supply of Sugar.
- 6.3. The supplier shall submit bid considering the cost of material, processing charges, packaging charges, assaying charges, transportation charges up to Kerala delivery point, octroi, taxes and levies etc.

- 6.4. The bid should be inclusive of GST.
- 6.5. The successful bidder shall submit the relevant documents to establish its eligibility as per section 1 of this contract within 2 days of bidding date, failing which the bids of the successful bidder may be rejected by NAFED.
- 6.6. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.
- 6.7. NAFED shall not be responsible for any mistake done by the bidder in punching the bids during the time of e-auction. In case of punching the wrong bid, an amount @25% of EMD amount will be deducted by NAFED and balance will be released to party.
- 6.8. Institutional client/ NAFED reserves right to revise monthly quantities awarded to bidder by $\pm 25\%$ or may terminate the entire contract for any month or in total. State Govt./ NAFED is not liable to present any reasons for any actions thereof and will not bear any financial liability arising due to cancellation by State etc. NAFED may also offer to extend the order quantity beyond 25% at earlier approved bid subject to consent of the successful bidder.

7. LD Clause

- 7.1 Since, the empanelled supplier are invited to place their bids qua the proposed supply of Sugar to Kerala pursuant to an agreement to be entered and executed between Kerala & NAFED, it shall be incumbent upon bidders to compensate or pay liquidated damage as per this clause. If Kerala imposes any additional condition after vetting of the agreement, it will be equally binding on the bidder. As such, without prejudice to the terms and conditions in this contract if the supplies as per demand placed by NAFED for Kerala are not materialized within stipulated delivery period as given in the Supply Order or when only a portion of stores order is delivered before delivery date, NAFED reserves the right to enforce clause 7 of LD Clause of this agreement:
 - 7.1.1 Allow extension of Delivery Period subject to the recovery from the supplier by way of penalty a sum equivalent to 2% of the contract value for each month or part of a month for which extension is sought by the bidder or penalty as specified by Kerala State due to any reason whatsoever shall be recovered from the supplier on actual basis.
 - 7.1.2 Cancel the effected instalment of the supply order at the risk and cost of the bidder/Supplier and to procure same variety or one/more of the best of the authorized substitutes, as may be selected by the NAFED at its own discretion.
- 7.2 Not with-standing to the penalties proposed in 7.1.1 and 7.1.2, NAFED shall impose the penalties from the supplier, in the event of the supply as per demand of NAFED are not materialized within stipulated period, to the extent penalties imposed by Kerala on account of failure of NAFED to make the designated supply in lieu of failure on the part of the supplier to perform its obligation.

8. Shelf Life

- 8.1. Sugar stocks proposed to be supplied will carry "Shelf Life" of approx. six (6) months from the date of supply at Kerala Delivery center, provided the Sugar after supply by bidder are properly stored in ambient conditions by Kerala a certificate to this effect will be submitted by the Supplier along with every consignment of every to NAFED.

9. EMD and Security Deposit

- 9.1. The Supplier must deposit EMD of amount equivalent to 3% of the estimated contract value before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to non-fulfillment or

not meeting the conditions attached to the bid, shall be returned immediately on closure of bidding.

- 9.2. EMD of the Successful Supplier would be retained by NAFED and shall be refunded after submission of security deposit of amount equivalent to 5% of contract value calculated on the basis of quoted supply price by the miller. The successful Supplier may opt to convert the EMD amount to required security deposit and submit additional security deposit of the balance amount.
- 9.3. The successful supplier will have to submit security deposit of amount equivalent to 5% of quarterly contract value calculated on the basis of quoted supply price either in form of Bank Guarantee (lien marked to NAFED) from any nationalized bank or through NEFT/RTGS to NAFED. The Security deposit must be submitted to NAFED in original within 05 days of acceptance & approval of bid for the contract to the supplier.
- 9.4. Upon satisfactory supply of the tendered items by the successful supplier within the stipulated time, the security deposit of the supplier will be returned (without any interest) after 3 months from date of acceptance of supply by Kerala. In the event of a delayed supply for which LD has to be imposed on the supplier, the security deposit of the supplier will be returned after recovery of LD charges, as applicable, from the supplier.

10. Consideration and payments

- 10.1. It is hereby agreed and accepted between the parties that, NAFED shall pay to the supplier and the supplier shall be entitled to receive from NAFED, for the supply of Sugar by Supplier to Kerala a charge equal to quantity of Sugar delivered to Kerala multiplied by the supply rate quoted as per the bid offered by the successful supplier in the bidding process on the electronic portal.
- 10.2. NAFED will make the payment to the sugar supplier once received from the department. It is expected to receive within 30 days after the entire sugar stock supplied against the awarded quantity.

11. Invoicing and Payment

- 11.1 Upon successful delivery of Sugar, the supplier shall raise sale invoice in favour of NAFED Kochi.
- 11.2 All the payments shall be made based on receipts bills, after successful completion of a supply contract subject to TDS as per the IT rules.

12. Other terms and conditions

- 12.1 The bidder will have to undertake the work on their own they cannot sub-contract to any third party.
- 12.2 The bidder will be no tripartite liability for NAFED in this contract.
- 12.3 The successful bidder to ensure compliance of PF/ESI laws in respect of employees involved in Processing of stock. Proof of deposit of PF/ESI is required to be submitted by the successful bidder at the time of submission of invoice to NAFED. NAFED will not be responsible for any non- compliance of PF/ESI laws by the successful bidder.

13. Acceptance of terms and conditions:

- 13.1. By submitting the EMD, the Supplier confirms that he/she has read and agrees to all the terms and conditions mentioned in this contract as well as the empanelment agreement provided by NAFED on its website along with all the corrigendum / addendum thereof.

13.2. The successful supplier shall submit a stamped and signed copy of this document in original along with the Security Deposit to the Branch Manager of the concerned branch of NAFED.

14 Interpretation of the clauses in this bid documents

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this bid Document, NAFED's interpretation of the clauses shall be final and binding on all bidders.

15 Resolution of Dispute

NAFED and the successful bidder shall make every effort to resolve mutually by direct informal discussions and negotiations, any disagreement or dispute arising between them under or in connection with this contract. If after thirty days from the commencement of such informal discussions and negotiations, NAFED and the successful bidder have been unable to resolve the disputes mutually, such disputes will be adjudicated and resolved in a Court of law in Delhi. This Contract shall be governed by the Laws of India for the time being in force. The dispute mechanism shall be as per Arbitration conciliation Act of 1996 and venue & seat of arbitration shall be at New Delhi.

16 Force Majeure

- 16.1 If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- 16.2 If operation of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- 16.3 The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.

17 Defaults

If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the NAFED may, without prejudice to other rights of the NAFED resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Supplier to proceed with any or all of the remaining part under the contract to be performed. In such eventuality NAFED shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice.

18 Indemnification

The successful bidder 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.

19 Damages

If the goods are not delivered within the due date of delivery, the successful bidder shall be liable to pay to NAFED on demand without any question whatsoever, damages on account of extra

expenditure, loss of revenue and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

20 General Provisions

- 20.1 Governing Laws: This contract will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this contract may be brought in a court at New Delhi.
- 20.2 Compliance with Laws, Notifications etc. : Supplier confirms that it has entered into this transaction with the full knowledge and understanding of this Contract and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the Supplier has familiarized itself with all the aforesaid and other applicable contracts, arrangements, undertakings, conditions on inspection of the documents with the NAFED.
- 20.3 Further Assurances: The parties hereto shall cooperate with each other, both during and after the term of this contract, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this contract.
- 20.4 Severability: If any provision of this contract 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.
- 20.5 Waiver: Not a limitation to enforce
- 20.6 Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.
- 20.7 Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'Supplier or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Contract will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NAFED, and the NAFED shall not be deemed to have waived any of its rights, or any provision of this Contract, or any notice given hereunder, unless such waiver be provided in writing by NAFED, and any waiver by the NAFED of any breach by the Supplier of the Contract, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Contract.
- 20.8 No Assignment: Neither party may assign or transfer its rights or obligations under this contract without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the contract, without the prior written consent of the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this contract shall be binding upon such assignees.
- 20.9 Right to amend terms and conditions:
- (a) The Supplier agrees and understands that terms and conditions of the Contract may be modified/amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the 'Procuring Society.
 - (b) The NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Contract and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this contract , if any, executed between the parties.
 - (c) Notice: Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc. 7 days

after the date of mailing.

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

21 Applicable Law, Jurisdiction and Dispute Resolution:

- 21.1 This document shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this contract and parties to this contract 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.
- 21.2 All or any disputes arising out or touching upon or in relation to the terms of this contract 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.
- 21.3 Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

22 Non-Performance

In the event of Non-performance wholly or partly under the bid documents /agreement/ guidelines and notices issued by NAFED from time to time, the successful bidder shall be held responsible for any consequential loss causing to NAFED and shall be recovered from the successful bidder. Further, the successful bidder may be "Blacklisted" from NAFED's Panel.

23 NOTICE OF DISCLAIMER

- 23.1 The information contained in this contract note 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 contract note document and all other terms and conditions subject to which such information is provided.
- 23.2 No part of this contract note 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.
- 23.3 The contract note document has been prepared solely to assist prospective Applicants in making their decision to get empanelled with NAFED. 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 a bid. The data and any other information wherever provided in this contract note 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 a 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 contract note.

- 23.4 Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this contract note 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. Applicants have to undertake their own studies and provide their bids.
- 23.5 This contract note 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.
- 23.6 The information and statements made in this contract note 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.
- 23.7 The contract note 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 contract note Document.
- 23.8 NAFED reserves the right to reject all or any of the application submitted in response to this contract note at any stage without assigning any reasons whatsoever.
- 23.9 All Applicants 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 Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- 23.10 NAFED reserves the right to modify, suspend, change or supplements this contract note at any stage. Any change to the contract note will be notified to all the Applicants to whom the contract note is issued.
- 23.11 Submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

24 PREVENTION OF FRAUD AND CORRUPTION

- 24.1 The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Supplier agree and undertake to observe the principles/ provisions as

laid down in "Holiday Listing Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.

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

25 Holiday Listing

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

26 Integrity Pact

The bidder/supplier shall have to enter into an Integrity Pact with NAFED as per the attached format.

Annexure- 1

Quality specification

- (a) Shall be the white crystallised sugar obtained by refining plantation sugar
- (b) shall be Grade-S30 conforming to IS-498-1970
- (c) Extraneous matter shall not exceed 0.05 percent by weight
- (d) Moisture shall not be more than 0.5 percent (when heated at 105 ° ± 1 ° C for 3 hours)
- (e) Minimum sucrose content shall be 99.5 percent by weight

Annexure II

District	Depots	Qty in Qtl	Phase - I Qtl	Phase - II Qtl
Trivandrum	TRIVANDRUM	250	150	100
	NEDUMANGAD	80	48	32
	NEYYATTINKARA	200	120	80
	ATTINGAL	250	150	100
Kollam	KOLLAM	80	48	32
	KARUNAGAPPILY	150	90	60
	KOTTARAKKARA	50	30	20
	PUNALUR	50	30	20
Kottayam	KOTTAYAM	80	48	32
	PALAI	80	48	32
	VAIKOM	125	75	50
	KANJIRAPALLY	100	60	40
	CHANGANASSERRY	60	36	24
Pathanamthitta	PATHANAMTHITTA	100	60	40
	PARAKODE	50	30	20
	RANNI	50	30	20
	THIRUVALLA	75	45	30
IDUKKI	THODUPUZHA	60	36	24
	MUNNAR	50	30	20
	NEDUNKANDAM	50	30	20
	ERNAKULAM	70	42	28
Ernakulam	KOCHI	50	30	20
	PERUMBAVUR	100	60	40
	NORTH PARUR	150	90	60
	MUVATTUPUZHA	150	90	60
	Alappuzha	ALAPPUZHA	80	48
Alappuzha	HARIPPAD	50	30	20
	MAVELIKKARA	50	30	20
	CHENGANNUR	50	30	20
	CHERTALAI	50	30	20
	Palakkad	PALAKKAD	100	60
ALATHUR		120	72	48
OTTAPPALAM		100	60	40
MANNARKAD		80	48	32
Thrissur	THRISSUR	120	72	48
	WADAKKANCHERY	120	72	48
	CHAVAKKAD	200	120	80
	CHALAKUDY	150	90	60
Malappuram	MANJERI	80	48	32
	THIRUR	200	120	80
	PONNANI	50	30	20

	PERINTHALMANNA	100	60	40
	NILAMBUR	100	60	40
	THIRURANGADI	100	60	40
Kozhikkode	KOZHICODE	50	30	20
	QUILANDY	80	48	32
	VADAKARA	60	36	24
	KODUVALLY	60	36	24
Kannur	KANNUR	100	60	40
	THALASSERY	150	90	60
	THALIPARAMBA	90	54	36
Kasaragode	KASARGOD	80	48	32
	KANHANGAD	70	42	28
Wayanad	KALPETTA	50	30	20
	SULTHAN BATHERY	60	36	24
	MANANTHAVADY	50	30	20
	Grand total	5310	3186	2124

Mandatory Requirements Of FSSAI/BIS

1. All mandatory requirements of FSSAI/BIS, as amended from time to time, pertaining to the above Specification including marking of BIS certification mark for container/contents, Best Before, coloured symbol for declaring vegetarian and non-vegetarian food etc on packs shall be complied with.

STANDARD MINIMUM REQUIREMENTS OF HYGIENE IN FOOD FACTORIES

1. To ensure the standard of hygiene in a factory the following minimum requirements shall apply:-
 - a. **Floors**. The floors should be impervious and kept clean all times.
 - b. **Lighting and Ventilation**. Adequate standards of lighting (natural and artificial) in working parts of the factory together with adequate ventilation and sufficient space for and protection from machinery.
 - c. **Fly / Rodent / Pest / Bird Proofing**. Fly / rodent / pest / bird proofing of factory premises to the extent necessary to protect raw material during storage and processing and the manufactured products until it has been packed and the containers sealed.
 - d. **Water-Supply**. An adequate supply of potable water in the factory and drinking water for the employees will be provided which shall be periodically tested and certified as free from injurious bacteria and other substances by a public health laboratory.
 - e. **Disposal of Wastes**. An efficient drainage system must be provided with proper methods of disposal of waste water and other effluents. Provision must exist to eliminate dusts/fumes if any.
 - f. **Conservancy**. A proper conservancy system adequately serviced with approved methods of disposal of human excreta.
 - g. Additional special hygiene precautions are necessary when waste products which are dangerous or likely to create conditions which are dangerous to health are produced at any stage during handling of raw materials or its manufacture.
 - h. **Safety**. Adequate fencing of machinery shall be secured in the case of all types of machinery and its moving parts and the moving machinery shall be kept in a position which provides sufficient safeguard against any accident. Each factory must have first aid box with necessary minimum items.

Workers.

- a. So far as the health of the employees is concerned, they shall be periodically examined by Medical Officer and it should be ensured that no individual suffering from any communicable disease or any disability likely to result in contamination of the raw materials, implements, equipments or finished products, is employed.
- b. All the employees should be protected against communicable diseases with preventive inoculation/ vaccination.
- c. Provisions for personal hygiene of employees will include potable drinking water, washing facilities (Soap, basin or taps, nail brushes and towels) sanitary annexes and at least two sets of clean clothing for each employee for use only in the factory and Masks / hand gloves, where necessary. There should be a separate room for keeping the personal belongings and to change the clothes and for drying of wet clothes.