



**NAFED**  
*60 Years in Service*

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

Regd. Office: NAFED House, Siddhartha Enclave  
Ring Road, Ashram Chowk, New Delhi-110 014

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

Email: [nafkol@nafed-india.com](mailto:nafkol@nafed-india.com)

**NAFED KOLKATA BRANCH**

**EOLDOCUMENTS**

**EOI No.: NAFED/KOLKATA/EOI-MILLET/ 2024-25**

**DATED: 16/07/2024**

**NAFED KOLKATA BRANCH INVITES EXPRESSION OF INTEREST TO EMPANEL  
MILLERS/ SUPPLIERS OF MILLETS FOR SUPPLY OF MILLETS (JOWAR, BAJRA  
& RAGI) TO CAPEs THROUGH NAFED IN STATE OF WEST BENGAL**

**STATE HEAD  
NAFED KOLKATA**

NAFED – KOLKATA INTENDS TO EMPANEL MILLERS/ SUPPLIERS/ PACS/ COOP. SOCIETY FOR SUPPLY OF MILLETS JOWAR, BAJRA & RAGI TO CAPFs IN ACROSS INDIA, MEETING MINIMUM CRITERIA, ON BEHALF OF NAFED AND DELIVER TO CAPFs / NAFED SPECIFIED DELIVERY POINTS.

The application form and other terms & conditions may be downloaded by the interested parties from NAFED website [www.nafed-india.com](http://www.nafed-india.com) from **DATE 16.07.2024 TIME–3.00 P.M.** onwards. NAFED reserves its right to accept or reject any or all the applications.

1. Intending applicants shall submit application in the prescribed format (duly filled in) along with supporting documents to:

State Head  
NAFED Kolkata  
2<sup>nd</sup> Floor, Block E-F,  
12C, Shyam Kunj,  
Lord Sinha Road  
Kolkata – 700 071

2. Scan copy of application form & all supporting documents should be mailed by the applicant to [nafkol@nafed-india.com](mailto:nafkol@nafed-india.com) and original documents should be submitted to the NAFED Kolkata branch.
3. The applicants have to deposit a non-refundable fee of Rs.10,000/- (Rs. Ten Thousand only) plus GST @ 18% i.e. Total Rs.11,800/- towards empanelment processing fee towards the following account:

Account Holder Name	:	NAFED
Bank / branch	:	Punjab & Sind Bank/Chowringhee Branch
Account No	:	06251000052042
IFSC	:	PSIB0000625

4. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of tender process. The EOI is not subject to any process of contractor any contractual obligations between NAFED and prospective applicants.

**A. INTRODUCTION**

- a. National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization of marketing cooperatives in India. NAFED is one of the central nodal agencies for procurement of notified agricultural commodities including oilseeds under Price Support Scheme (PSS).
- b. NAFED invites application to empanel Millers/ Suppliers/ PACS/ Coop. Society meeting minimum eligibility for supply of Millets to CAPFs on behalf of NAFED. NAFED shall invite quotes from empaneled parties to outsource supply activities as per request.

**B. SCOPE OF WORK**

- a. Registration on e-portal of NAFED
  - i. Empaneled parties will be required to get themselves registered on electronic portal specified by NAFED i.e. <https://nafed.agribazaar.com/> for participation in bidding for various contracts.
  - ii. The empaneled party will authorize a person to operate the electronic portal and submit the bids online through bidding portal.
  - iii. Once the application of the empaneled party for registration is approved by NAFED, the party shall have to enter into an agreement with NAFED for a period of two years with further extensions subject to discretion of NAFED.
- b. Participation in bidding process
  - i. Empaneled parties will be intimated by NAFED/Service Provider about the tenders/contracts listed on portal on regular basis through specified e-portal/messages on phone etc.
  - ii. The tenders/contracts on e-portal will provide complete details including order quantity, quality specifications of millets to be supplied and delivery location with timelines.
  - iii. Parties will be required to deposit EMD and tender fees (if any) plus applicable taxes, if any before participation in the bidding process. The amount of EMD and tender fees (if any) plus applicable taxes, if any will be pre-defined in the bidding contract.
  - iv. Parties will have to post its bid for the 'scope of services mentioned in the bid document'. Parties shall have to make offer for a complete lot and confirm to deliver final quantity to delivery centers within prescribed time period.
  - v. The bidding may be on different parameters depending upon the requirement of the contract /bid document uploaded on e-portal and it may differ from contract to contract. For each contract, portal will display best bid (lowest and highest) depending on the nature of the contract (without disclosing name of the bidder). Interested bidder may revise the bid (only increase / decrease from last highest /lowest bid depending upon the nature of the contract) any number of times during the auction.
  - vi. At the end of bidding period, the bidder with the lowest /highest bid depending upon the nature of the contract will be awarded the contract subject to final approval of NAFED.
  - vii. On award of contract, successful bidder will have to submit Security Deposit as specified in the bid document.

### **C. PROCESSING AND DELIVERY**

The successful bidders have to ensure:-

- i. Delivery of millets as per the quality specifications prescribed in the bid document to the NAFED specified delivery points within the stipulated timeframe without tampering the stock.
- ii. Obtain the delivery receipt of the stocks from the buyer (nominated by NAFED) and submit the same in original to the concerned NAFED branches.
- iii. Will be obligated to keep NAFED updated of all the activities including assaying, lot wise completion of processing, packaging and delivery to buyer on the e-portal.
- iv. Will be obligated to ensure compliance to the terms and conditions as mentioned in the bid document of a particular auction/contract.

### **D. PRE-QUALIFICATION CRITERIA/DOCUMENTS TO BE SUBMITTED FOR SELECTION OF PROSPECTIVE PARTIES**

- i. For millets, the interested party may employ its own, or through lease, multiple plants/units with a valid license from concerned authorities. In case of leased unit, the lease agreement must be registered; residual period should be 12 months. The party must provide details of each processing unit as per the format attached.
- ii. Interested party may either be a sole proprietorship firm/ Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time) or a Company (registered under the relevant provisions of Companies Act of 1956 or 2013) or LLP (Limited Liability Partnership) duly registered under LLP Act, 2008 or a cooperative society registered under MSCS Act, 2002 or PACS registered under Cooperative Act.
- iii. Interested party must have following registrations and certifications and shall provide a self-attested copy of all the certificates with the application:
  - a. FSSAI registration
  - b. GST registration
- iv. The party must possess all required statutory permissions from concerned State/Central Government authorities to undertake processing activities and storage unit.
- v. Copy of Memorandum and Articles of Association of company/partnership deed for partnership firm/Bye-Laws for cooperative needs to be submitted.
- vi. Party(s) shall also submit self-attested copy of audited balance sheet and profit & loss account for last three financial year.
- vii. Party(s) shall also submit self-attested copy of ITR for last three financial year.
- viii. Party should have positive net-worth as on 31 March 2024 and should submit net worth certificate from Chartered Accountant.
- ix. Party(s) shall also submit a self-certificate/ undertaking issued by the owner/proprietor of the firm/company certifying that they have not been debarred /blacklisted for doing business by Govt. agencies/ State agencies/ Army & any Police Forces / NAFED as on date. The party shall have to submit an UNDERTAKING to this effect at the time of application for empanelment. In case of submission of false declaration (found at any stage), such party shall be disqualified.
- x. The interested party should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services to NAFED.

- xi. The interested party may submit indemnity bond regarding should not have been prosecuted for violation of rules/ laws under the Essential Commodities Act or any such other laws or orders there under in any court of law.
- xii. Duly filled **Annexure I** should be submitted along with the empanelment documents.
- xiii. The interested party may submit Solvency Certificate from bank
- xiv. The interested party may submit PF & ESI certificate on PF & ESI exemption Certificate from concerned authority.
- xv. The interested party may submit valid address proof – Electricity bill/ Utility bill from government authority, if leased, lease agreement along with proof on the name of the owner of the said place.

#### **E. SUBMISSION OF EMPANELMENT DOCUMENTS**

- i. The downloaded Empanelment document, as a token of acceptance of the Empanelment notice's terms and conditions, should be signed and stamped on each page by the Authorized Signatory before submission. Only the original signed and stamped empanelment document should be submitted for empanelment.
- ii. Parties should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.
- iii. In case of Partnership firm, self-attested copy of the registered partnership deed is to be furnished along with the bid.
- iv. In case of Company, a self-attested copy of Aadhar and PAN of authorize person of the Resolution passed by the Board of Directors of the company authorizing the person signing the application to do so on behalf of the company shall be attached with the application along with self-attested copy of the Memorandum & Articles of Association of the company, certificate of incorporation etc.
- v. In case of LLP also the Authorized Signatory and self-attested copy LLP agreement to be provided.
- vi. For PACS/ Cooperative, self-attested certificate of registration and board resolution in the name of Authorized Signatory required to be submitted.
- vii. The Empanelment application must contain the name, designation and place of business of the person with Phone and Fax Nos. of persons making the application for empanelment and must be signed and sealed by the Prospective party with his usual signature.
- viii. The selected party(s) shall ensure compliance of all the government regulations/conventions/policies/guidelines/orders etc. in force related to any or all the related activities.
- ix. The selected party(s) may submit valid address proof – Electricity bill / utility bill from government, if leased, lease agreement along with above proof on the name of owner of the said place.

#### **F. GENERAL TERMS AND CONDITIONS**

- i. NAFED reserves the right to accept or reject any offer of Empanelment application without assigning any reasons whatsoever.
- ii. Final selection of Parties for Empanelment from applications received will be done at the discretion of NAFED and the decision of NAFED shall be final and binding on all the participating parties.
- iii. The party may clearly note that the terms and conditions enumerated in this Empanelment

document are only illustrative and not exhaustive. The selected party has to enter into contracts as devised by NAFED to fully protect NAFED's overall interests and also the interests of the prospective buyers.

- iv. Empanelment of parties doesn't entail any commitment from NAFED for contracts/work with them during validity of the empanelment.
- v. Any further corrigendum/Addendum to the Empanelment documents will be uploaded by NAFED on website i.e. [www.nafed-india.com](http://www.nafed-india.com) or [nafkol@nafed-india.com](mailto:nafkol@nafed-india.com). No press advertisement shall be published for the same.
- vi. Procedure of Holiday Listing will be followed in case of applicable circumstances. Policy on Holiday Listing may be seen on NAFED website [www.nafed-india.com](http://www.nafed-india.com).
- vii. The above terms and conditions shall have to be considered by the party in totality and the Empanelment application containing incomplete documents & not complying with the above conditions shall be summarily rejected.

#### **G. OWNERSHIP OF EMPANELMENT DOCUMENTS**

Ownership of Empanelment Documents and information therein (all Empanelment documents) will become the property of NAFED upon submission. Where the prospective party believes that information provided in response to this Empanelment application is, or should be kept confidential; or disclosure of this information would unreasonably affect party's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential!'

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

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

**I. EVALUATION OF APPLICATIONS**

- i. Duly constituted committee of NAFED shall evaluate details submitted by the interested parties and examine the documents provided vis-a-vis requirements specified in the EOI document. NAFED reserves its right to accept or reject any or all the applications and/or ask for any additional and/or missing documents from the interested party(s).
- ii. The selected party(s) will be informed regarding acceptance of their application(s) and shall be further advised for registration on specified electronic portal for participation in bidding process and signing of an empanelment agreement with NAFED.

**J. 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.

**K. NO CONTRACTUAL OBLIGATION**

NAFED is not bound contractually or in any other way to any prospective party to this Empanelment. NAFED is not liable for any costs of compensation in relation to the consideration of this Empanelment or any Empanelment, incurred by the prospective party to this Empanelment whether or not NAFED terminates, varies, or suspends the Empanelment process or takes any other action permitted under this empanelment, including consideration of concepts proposed in future developments.

**L. VALIDITY OF EMPANELMENT**

Prospective party who qualifies would be individually notified after the evaluation process is complete. The validity of empanelment against this Empanelment process shall be initially for a period of two years from the date of confirmation of empanelment by NAFED, which may be renewed on the basis of performance of the party, at the sole discretion of NAFED. Validity of Empanelment can however be terminated earlier by NAFED at its sole discretion.

**M. EXECUTION OF AGREEMENT**

The tender document shall be the basis for the execution of an agreement to be entered into the successful empanelled party and their offer shall be strictly in line with the terms specified here in. No deviation from the terms and conditions specified shall be acceptable. For the purpose, the tenderer shall submit all documents as specified in this EOI duly signed and stamped on each page as a token of acceptance.

**N. INTEGRITY PACT**

The miller agrees to enter into an Integrity Pact as per **Annexure II**.

**O. DISPUTE REDRESSAL & APPLICABLE LAW**

- i. In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the NAFED shall be final and binding on the licensee.
- ii. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- iii. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Delhi, India only.
- iv. The dispute, if any, between the parties arise in connection with the EOI or incidental there to, same shall be tried to resolve amicably. If the dispute could not be resolved amicably, same shall be decided by way of arbitration through sole arbitrator appointed with due procedure of Law. The Arbitration shall be held in accordance with provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be New Delhi. The decision of the Arbitrator shall be final binding on both the parties. The seat and venue of arbitration shall be New Delhi.

**P. DISCLAIMER**

The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of an Empanelment process. The Empanelment Request is not subjected to any process contract or any contractual obligations between NAFED and prospective party. NAFED may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective party.



**APPLICATION LETTER**

To,  
The State Head,  
NAFED Kolkata  
2<sup>nd</sup> Floor, Block E-F,  
12C, Shyam Kunj, Lord Sinha Road  
Kolkata – 700 071

Ref. EOI vide no. \_\_\_\_\_

Dear Sir,

I/We, submit processing fee Rs. 10000/- (non-refundable) + 18% GST for empanelment as manufacturer/ processor for supply of millets/ millet based products on behalf of NAFED and deliver to NAFED specified delivery points.

I/We have thoroughly examined and understood all the terms and conditions as contained in the Expression of Interest (EOI) and agree to abide by them.

I/We hereby offer to supply millets/millet based products, as directed by NAFED, to designated destinations in specified time across India.

Yours faithfully,

Authorized Signatory

**ANNEXURE – I**  
**REGISTRATION FORM**

1. DEMOGRAPHICS

Name of Interested Applicant	
Firm type (Sole Prop/ Partnership/ Company/ Cooperative/LLP)	
Registered office	
Name of proprietor/partner/director	
CIN No./Registration Number	
GST registration No.	
PANNo.	
Bank Account Number	
Branch& Address of Bank	

2. FINANCIALS

<b>Particulars</b>	<b>F.Y.2023-24</b>	<b>F.Y.2022-2023</b>	<b>F.Y.2021-2022</b>
Sales Turnover			
PAT			
Net Worth			

3. PLANT-WISE DETAILS

<b>Processing unit details</b>	<b>Plant-1</b>	<b>Plant-2</b>	<b>Plant-3</b>
Location			
District			
State			
Pin Code			
Capacity in TPD			
Commodities processed			
Commercial Operation Date			
Contact person			
Telephone			
Mobile Number (Mandatory)			

Email ID			
FSSAI registration No.			
FSSAI Valid till			
Factory Act License No.			

#### 4. DECLARATION

Self-declaration for not been blacklisted by any State/Central Govt. body/ Army & Any Police Forces/ National Level Cooperative/Public Sector Undertaking at any point of time in India	
Self-declaration for not been involved in any major litigation that may have an impact of affecting or compromising the delivery of services to NAFED	
Self-declaration for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.	

#### 5. SUPPORTING DOCUMENTS TO BE ENCLOSED

Proof of payment of Non-refundable fees of Rs.10,000/- + 18% GST	Attached	Not Attached
Last 03 years audited Balance sheet and Profit-Loss Statement	Attached	Not Attached
Net Worth certificate as on 31.03.2024(CA certified)	Attached	Not Attached
Self-attested IT return for latest financial year	Attached	Not Attached
Declaration-cum-Undertaking pursuant to Section 206AB of the Income Tax Act,1961	Attached	Not Attached
Self-attested last four quarters GST returns	Attached	Not Attached
GST registration Certificate	Attached	Not Attached
PAN Card copy	Attached	Not Attached
Factory license for processing& stocking of Millets/Millet based items (in case of Miller)	Attached	Not Attached
FSSAI license for manufacturing/processing of millet/storage unit (in case of Miller)	Attached	Not Attached
Capacity proof of manufacturing/processing/storage unit (in case of Miller)	Attached	Not Attached

Address proof of the manufacturing/processing/storage unit (electricity bill, etc.) (in case of Miller)	Attached	Not Attached
Proof of experience in supplying millets/millet based products, if any	Attached	Not Attached
Valid registered lease agreement in case of leased mill or exemption certificate	Attached	Not Attached
The address proof of the authorized signatory, namely, Telephone Bill/copy of passport/electricity bill/voter ID proof & PAN card should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.	Attached	Not Attached
Acceptance of all terms & conditions specified in empanelment	Attached	Not Attached
Any other document as asked for in the empanelment	Attached	Not Attached
Solvency Certificate from bank	Attached	Not Attached
PF & ESI certificate or PF & ESI exemption certificate from concerned authority	Attached	Not Attached
Cancelled cheque	Attached	Not Attached

Certified that the above information is true and we confirm that all information given in the empanelment documents are correct and if at any point of time the information is found to be incorrect our empanelment will be liable for rejection by NAFED.

Date:

Place:

Signature

Name & Designation of Authorized Signatory: Firm/Company Seal

## ANNEXURE – II

### INTEGRITY PACT

This non-judicial stamp paper forms an integral part of **INTEGRITY PACT** Agreement dated \_\_\_\_\_ executed between NAFED and M/s \_\_\_\_\_ for supply of \_\_\_\_\_

### INTEGRITY PACT

Between

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Buyer House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, hereinafter referred to as “NAFED”, which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the first part.

And

M/s \_\_\_\_\_ a company registered under the provisions of [Companies Act of 1956 or 2013] or a sole proprietorship / partnership firm having its Regd Office at \_\_\_\_\_, through its duly authorized Sh. \_\_\_\_\_ (hereinafter referred to as “SUPPLIER”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

#### Preamble

NAFED is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS). NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.

NAFED had engaged supplier for supply of \_\_\_\_\_ as per the agreement/award letter dated \_\_\_\_\_ executed between NAFED and the supplier under laid down organizational procedures, NAFED 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 supplier.

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

#### Section 1 – Commitments of NAFED

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

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

(b) NAFED will exclude from the process all known prejudiced persons.

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

#### Section 2 – Commitments of the Supplier

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

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

(b) Supplier will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) Supplier will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by NAFED as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) Supplier of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly, the Supplier of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.

(e) Supplier will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

(f) Supplier will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

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

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

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

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

If NAFED disqualifies the Supplier from the supply process, NAFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the

same as stipulated in the MoA executed between NAFED and supplier.

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

#### Section 5 – Previous transgression

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

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

#### Section 6 – Equal treatment of all Supplier

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

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

#### Section 7 – Criminal charges against Supplier

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

#### Section 8 – Independent External Monitor /Monitors

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

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

Supplier accepts that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of NAFED and the Bidder/Contractor/Subcontractor with confidentiality. NAFED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between NAFED and the Contractor. The parties offer to the Monitor the option to participate in such meetings. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NAFED and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

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

#### Section 9 – Pact Duration

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

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

#### Section 10 – Other provisions

This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of NAFED. i.e. New Delhi. Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

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

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

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(For & On behalf of NAFED)

(Office Seal)

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(For & behalf of supplier)

(Office Seal)