



NAFED

60 Years in Service

**NAFED House, Siddhartha Enclave
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New Delhi-110014
Telephone EPABX: +91 011-26343366
Website: www.nafed-india.com
PAN NO. AAAAN4629F**

**National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)
Through its**

**(Bhubaneswar branch)
Invites Expression of Interest (EOI)
for**

**Appointment of Guarantee Brokers for sale of Onion procured by NAFED under
Price Stabilization Funds (PSF) of Government of India during Rabi-24**

Ref. No.:NAF/BHU/ONION/PSF/

Date:30.08.2024

**State Head
NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak,
Bhubaneswar-751017
Email:nafbhu@nafed-india.com**

NAFED
(Bhubaneswar Branch)

State Head, Bhubaneswar branch having branch office at NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak, Bhubaneswar-751017 invites expression of interest for Appointment of Guarantee Brokers for sale of Onion procured by NAFED under Price Stabilization Funds (PSF) of Government of India during Rabi-24.

Interested and eligible bidder(s) may submit their bid to State Head, Bhubaneswar branch having branch office at NBCC Imperia, Tower-1 Commercial space No.303&304, as per bid documents available on the NAFED website <http://www.nafed-india.com> and in NAFED Bhubaneswar branch having branch office at NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak, Bhubaneswar-751017 Important dates are as follows :-

Date of Publishing / uploading of EOI documents on Nafed's website	30.08.2024
Last date & time for submission of documents by interested applicant(s)	09.09.2024 at 3.00 pm

After scrutiny of documents, the Branch shall shortlist the qualified eligible bidders and recommend to H.O through their Regional Head for seeking the approval of the appointment of the Guarantee Brokers. Thereafter, the Branch shall send communication separately for acceptance of their bid.

NAFED reserves the right to accept or reject any / all bids without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc. shall be posted on NAFED website <http://www.nafed-india.com>.

State Head
NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak,
Bhubaneswar-751017
Email:nafbhu@nafed-india.com

:

SECTION I

NOTICE OF DISCLAIMER

- (i) The information contained in this Bid documents 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 bid document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this bid and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- (iii) The bid document has been prepared solely to assist prospective bidders in making their decision for bidding. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective bidder may need to consider in order to submit a bid. The data and any other information wherever provided in this bid documents 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 of the information contained herein or in any document or information, whether written or oral, made available to a bidder, 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 bid documents.
- (iv) Neither NAFED nor NAFED representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this bid document. Interested bidder(s) is 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 supply. Bidders have to undertake their own studies and provide their bids.
- (v) This Bid 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 supply in relation to which it is being issued.
- (vi) The information and statements made in this bid document have been made in good faith. Interested bidders should rely on their own judgments in participating in this bidding/e-auction. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise
- (vii) The bid 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 Bid Document.

- (viii) NAFED reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- (ix) All bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful bidder will have no claim whatsoever against neither NAFED nor its employees, officers.
- (x) NAFED reserves the right to modify, suspend, change or supplements this bid at any stage. Any change to this bid documents shall be uploaded on NAFED website <http://nafed-india.com>
- (xi) Mere submission of a bid does not ensure selection of the bidder as Successful bidders.

END OF SECTION I

SECTION – II

INTRODUCTION AND OVERVIEW

1. INTRODUCTION

- (i) National Agricultural Cooperative Marketing Federation of India Limited (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) and Market Intervention Scheme (MIS). NAFED is also procuring Pulses & Onion for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
- (ii) NAFED has been designated as Central Nodal Agency for Procurement of Onion during Rabi-24 under Price Stabilization Fund (PSF) scheme of Government of India.

2. OVERVIEW

In order to sell Onion procured under PSF during R-24, NAFED invites bid from the eligible bidders for Appointment of Guarantee Brokers at Bhubaneswar, Odisha for sale of Onion procured by NAFED in the States of Maharashtra, Gujarat and Madhya Pradesh during Rabi-24.

- (i) Interested and eligible bidder shall require to submit copy each of required documents only in prescribed format as per terms & conditions mentioned in this EOI in sealed envelope to *(NAFED Bhubaneswar branch having branch office at NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak, Bhubaneswar-751017 Branch with* before the last date & time given in this bid documents.
- (ii) After scrutiny of documents, NAFED shall shortlist and the qualified eligible bidders shall be communicated separately for acceptance of their bid.
- (iii) NAFED reserves the right to accept or reject any or all bids without assigning any reason thereof. The issue of this bid document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of bid process.
- (iv) Nafed reserves the right to appoint additional number of Guarantee Brokers for the purpose a Bhubaneswar, Odisha amongst the cooperative societies, who are member of NAFED, on separate terms & conditions.

END OF SECTION II

SECTION -III

INSTRUCTIONS TO BIDDERS (ITB)

1. Contact information:

State Head
NBCC Imperia, Tower-1,
Commercial space No.303&304,
Near New Govt. Colony,
Press Chhak, Bhubaneswar-751017
Email:nafbhu@nafed-india

2. Location of Procurement of Onion

The procurement of Onion has taken place in the States of Maharashtra, Gujarat and Madhya Pradesh under PSF during 2024.

3. Minimum Eligibility Criteria for appointment of Guarantee Broker

- a) The Guarantee Brokers should have presence in Bhubaneswar, Odisha regulated by APMC. In case of States, where APMC Act has been repealed, the sale point may be identified.
- b) The Guarantee Brokers should have minimum five years previous experience of marketing of onion in Bhubaneswar, Odisha.
- c) The Bidder should have reputation and clean record as a Guarantee Broker for sale of Onion at Bhubaneswar, Odisha. Preference may be given to those having prior experience of working as a Guarantee Broker for any State / Central Government Body / PSU/ Cooperative Organization for sale of onion.
- d) The Bidder should presently have at least one Phar/ proper place, allotted by APMC/Mandi or of his own (as the case may be) for sale of Onion at Onion Sheds of Bhubaneswar, Odisha.
- e) Annual Audited balance sheets for the last three years till FY 2023-24 shall be enclosed as supporting document to establish their credibility and performance.
- f) Bidder should hold a valid Goods and Services Tax (GST) registration certificate, as applicable.
- g) Bidder should hold a valid Permanent Account Number (PAN), as applicable.
- h) Bidder should hold a valid Licence of APMC/Mandi (*wherever applicable*)
- i) Bidder should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society or local authorities including the APMC Management for corrupt and fraudulent practices and shall have to submit a declaration to this effect on the letter head of the Company.

4. Documents required to be submitted with Bid:

- a) Application form duly filled, stamped and signed by authorized signatory of the company/ firm as per Annexure "A" & "A-1" of this bid documents.
- b) Self attested & stamped copy of last three years audited Balance Sheet and Profit & Loss Account of the company / firm including copy of ITR.

- c) CA certificate of Annual Turnover only for sale of Onion at Bhubaneswar, Odisha for the F/Y 2023-24.
- d) Self attested & stamped copy of GST registration certificate.
- e) Self attested & stamped copy of FSSAI license, if applicable (not mandatory).
- f) Self attested & stamped copy of PAN of the company/firm.
- g) Self attested & stamped copy of Valid Licence of APMC/Mandi Bhubaneswar, Odisha of the company/firm.
- h) Self attested copy of present allotment of Phar by APMC/Mandi Bhubaneswar, Odisha for sale of Onion, at Onion Sheds of APMC/ Mandi Bhubaneswar valid till March 2025.
- i) Self attested & stamped copy of valid Registration Certificate along with copy of Memorandum of Agreement, Addendum, if any, to the of Agreement confirming its registration with Registrar of Companies and Article of Association .

OR

Self attested & stamped copy of valid registered partnership deed, if bidder is partnership firm

OR

Copy of Bye-Laws if bidder is registered under provisions of Cooperative Societies (duly registered under MSCSA, 2002 or any other State Cooperative Act of the concerned State).

- j) Self attested & stamped copies of some of the supply orders/Invoices executed by the company / firm in each of the last three years ending on 31st March, 2024.
- k) Self attested copy of work order / Agreement in favour of bidder by the Organization/ State / Central Govt. Body/PSU/Cooperative, to act as their Guarantee Broker for sale of Onion at Bhubaneswar, Odisha.
- l) Self attested & stamped copy of valid address proof of the firm/company.
- m) Self attested copy of Aadhar card of authorized signatory.
- n) Copy of the Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
- o) Turnover and net worth certificate for the last three financial years ending 31.3.2024, issued by Chartered Accountant as per format "B".
- p) Self attested & stamped copy of this bid document as a token of acceptance of terms & conditions of this bid documents.
- q) List of Directors / Partners of the company/firm as per attached format at "C".
- r) Self Declaration on letter head of the company / firm for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking/Cooperative Organization at any point of time in India.
- s) Self Declaration on letter head of the company / firm for not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in the e-auctions.
- t) Self Declaration on letter head of the company / firm for not been prosecuted for violation of rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.

- u) Self declaration on letter head of the company / firm for not being under liquidation, court receivership and/or similar proceeding.
- v) Self declaration on letter head of the company / firm for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- w) Copy of cancelled cheque of the company/firm.
- x) Proof of payment of non-refundable processing fee of Rs. 590.00 (Rs. Five Hundred Ninety only).
- y) Proof of payment of bid security of Rs. 1,00,000 (Rupees One Lakh only)
- z) Solvency Certificate issued by ----- Bank.

5. Availability of Bid Document

- a) The bid documents can be downloaded from NAFED's website (www.nafed-india.com) or can be collected from NAFED, Bhubaneswar.
- b) Original documents may have to be submitted, if required and demanded by NAFED.
- c) The bidder shall bear all costs associated with the preparation and submission of the bid. NAFED will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

6. Important dates:

Date of Publishing / uploading of EOI documents on Nafed's website	30.08.2024
Last date & time for submission of documents by interested applicant(s)	09.09.2024 at 3.00 pm

7. Queries on the Bid Document

All prospective bidders before the last date & time of submission of bid may get clarification on their queries, if any from the State Head **email:** nafbhu@nafed-india.com The queries received after due date/ time will not be considered.

8. Amendment of Bid Documents

- a) At any time prior to the last date for submission of bids, NAFED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this bid document by an amendment.
- b) Bidders are advised to keep viewing the NAFED website for any corrigendum/ change.
- c) Also, in order to provide prospective bidders reasonable time to take the amendment into account for preparing their bids, NAFED may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in this bid document.

9. Period of validity of bids.

- a) Bids shall be valid for 30 days from the date of submission of financial bids. A bid valid for a shorter period shall stand rejected.

- b) In exceptional circumstances, NAFED may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided shall also be suitably extended.

10. Bid Security & Security Deposit Amount

- a) **Bid must be accompanied by a bid security of Rs. 1,00,000 (Rupees One Lakh only) in the form of Demand Draft or RTGS/NEFT in favour of NAFED payable at NAFED Bhubaneswar Branch . No interest shall be paid by NAFED on security deposit amount.**
- b) The bid security of unsuccessful bidders shall be returned after finalization of Bid. Bid security shall be forfeited if a bidder withdraws from the bidding process after opening of bids. No interest shall be paid by NAFED on bid security.
- c) **Successful bidder(s) shall require to submit EMD/ security deposit amount of minimum Rs. 30,00,000 (Rupees Fifty Lakh only) (only with major selling branches like Azadpur) within 5 working days from the date of issue of letter for appointment of Guarantee Broker by NAFED in the bank account of NAFED Bhubaneswar. No interest shall be paid by NAFED on security deposit amount.**
- d) Bid Security of successful bidder shall be returned after submission of EMD/ Security deposit amount. In case, the successful bidder fails to deposit the security deposit amount with NAFED within the stipulated time period, his bid security would be forfeited without giving any written notice.
- e) EMD/Security deposit of the successful bidder shall be refunded after successful completion of work and receipt of all the sale proceeds and required documents.
- f) In case of deviation to any of the terms & conditions to this bid documents, EMD / Security deposit amount inclusive of GST of the bidder shall be forfeited by NAFED without giving any notice.

11. Procedure for Submission of bid

Attested copies of all the documents as per EOI in sealed envelope should be dropped before bid opening date in box, kept in the office of (*NAFED Bhubaneswar Branch*).

(i) NON REFUNDABLE PROCESSING- FEE

The bid must be accompanied with non-refundable processing fee Rs.590/- (Rs.500+ Rs.90 GST) through Demand Draft. The processing fee can also be deposited through RTGS / NEFT in favour of NAFED in Bank account as per details given below:-

NAME OF BENEFICIARY :NAFED
ACCOUNT NUMBER ;39534097723
NAME OF BANK : State Bank of India
ADDRESS OF THE BANK : Railkunj Branch
IFS CODE : SBIN0011574

(ii) **SUBMISSION OF BID**

- a) To bid must be accompanied with Bid security of Rs. 1,00,000.00 (Rs. One Lac only) through Demand Draft/ RTGS/NEFT in favour of Nafed. The Bid security can also be deposited through RTGS / NEFT in favour of NAFED in Bank account as per details given below:-

NAME OF BENEFICIARY :NAFED
ACCOUNT NUMBER ;39534097723
NAME OF BANK : State Bank of India
ADDRESS OF THE BANK : Railkunj Branch
IFS CODE : SBIN0011574

- b) Required documents are to be submitted along with Bid as mentioned in point no. 4 of this section before the last date/time for submission of bid.
- c) Bidder can download the bid documents from the NAFED website i.e. www.nafed-india.com or can be collected from NAFED, *Bhubaneswar Branch at NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak, Bhubaneswar-751017*
- d) In case, any documents submitted under this bid are found to be tempered/ modified in any manner, bid will be summarily rejected and bid security / security deposit amount would be forfeited and the bidder would be liable for any suitable action.

(iii) **PROCEDURE OF SUBMISSION OF BIDS**

- a) Documents complete in all respect along with demand drafts (in case of RTGS / NEFT, proof of deposit bearing UTR number) on account of requisite non-refundable processing fee & bid security must be submitted in the prescribed application form (enclosed herewith) at , NAFED, *Bhubaneswar Branch at NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak, Bhubaneswar-751017*. The sealed envelope must be superscribed "Bid for appointment of Guarantee Broker for Onion for 2023-24".
- b) Bid received after due date and time will be rejected.
- c) No eraser, cuttings, overwriting and correcting fluid in the bid documents / required documents will be accepted.
- d) Documents submitted incomplete in any respect and without processing fee & Bid security shall be summarily rejected. Further, NAFED reserves the right to accept or reject any or all bids without assigning any reason thereof.
- e) The offer must have a validity of 30 days from the date of submission of quotation documents.
- f) During the currency of the agreement, no escalation in professional fees or charges will be allowed except for statutory charges.
- g) The address given by the Guarantee Broker in the bid documents shall be considered to be the proper and complete business address of the Guarantee Broker and any correspondence sent to such address will deemed to have been delivered to the Guarantee Broker.
- h) The security deposit will be refunded to the unsuccessful parties within one month of finalization of bid. Nafed will not pay any interest on the Security Deposit.

- i) EMD/Security deposit of the successful bidder shall be refunded without interest only after successful completion of the assigned work and receipt of all the sale proceeds and required documents.
- j) The terms and conditions of this EOI will form part of the agreement to be executed between Nafed and successful bidder.
- k) Each page of this EOI documents must be signed by the authorized signatory of the bidder duly stamped, in token of acceptance of the terms and conditions of the bid documents.

12. Acceptance of Bid

After scrutiny of documents, NAFED Branch shall short list the qualified eligible bidders as per criteria laid down in this tender document. Upon the approval from NAFED Head Office, the qualified eligible bidders will be informed of their selection. The decision of the Competent Authority of Nafed regarding selection of successful bidder shall be final, conclusive and binding.

13. INTIMATION TO THE SUCCESSFUL BIDDER

- i) NAFED will intimate the successful bidder(s) well before the validity of the bid through email or phone.
- ii) Upon confirmation, successful bidder(s) needs to deposit EMD/security deposit amount through Demand Draft. The EMD / security deposit Bid security can also be deposited through RTGS / NEFT in favour of NAFED in Bank account as per details given below:-

NAME OF BENEFICIARY :NAFED
ACCOUNT NUMBER ;39534097723
NAME OF BANK : State Bank of India
ADDRESS OF THE BANK : Rail Kunj Branch
IFS CODE : SBIN0011574

- iii) Successful bidder(s) will also need to sign a separate Agreement as per Annexure "D" with NAFED within 5 (five) working days from date of awarding of bid.

14. Authorized Signatory

The person signing the bid documents should be the duly authorized representative of the bidder and whose signature should be verified and certificate of authority should be scanned and submitted. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bid with the firm/ company should be scanned and annexed to the bid. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

15. Opening and evaluation of Bids

- a) Bids (complete in all respect) received along with Bid Security by stipulated time will be opened and scrutinized by NAFED, as per terms & conditions given in the bid documents.
- b) Bid received without non-refundable processing fee / Bid Security will be rejected straight away.

- c) During the evaluation, NAFED at its discretion may call upon the bidder to give presentation on their offer, to explain their capability to undertake the supply and to respond to any question from NAFED. The place for presentation shall be conveyed to the bidders at an appropriate date. Failure on part of bidder to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of bids.
- d) NAFED may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

16. Nafed's Right to amend the Scope of Work.

- a) If, for any unforeseen reasons, NAFED would require to change the Scope of work, this change shall be acceptable to the bidder.
- b) NAFED reserves the right to reject one/ all the bids or cancel the bidding without assigning any reasons thereof.

17. Corrupt or Fraudulent Practices.

- a) It is expected that the bidders who wish to bid for this EOI have highest standards of ethics.
- b) NAFED will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this bid.
- c) NAFED may declare a bidder ineligible, either indefinitely or for a stated duration, to be awarded or contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

18 GENERAL CONDITIONS

- (i) Violation in any terms & conditions of this Agreement is not allowed.
- (ii) At any stage of the supply process, if it is found that Guarantee Broker has given incorrect and misleading certificate/information/document(s), NAFED shall free to take suitable action including cancellation of contract, forfeiture of security / bid security amount etc.
- (iii) The current supply shall be independent of any previous ongoing/completed contract that may have been entered into between NAFED and the Guarantee Broker.
- (iv) NAFED reserves the rights to call for any additional information/documents from Guarantee Broker and same shall be submitted by the Guarantee Broker to NAFED within given time period.
- (v) NAFED reserves the right to cancel this bid in totality without assigning any reason.
- (vi) NAFED reserves the right to increase or decrease the quantity of this Agreement without assigning any reason.
- (vii) It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- (viii) This Agreement shall be governed and construed in accordance with the Indian Laws.
- (ix) Third Party Commercial Invoice / documents shall not be acceptable.

19. Interpretation of the clauses in the Bid Document

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/parties.

20. Integrity Pact (IP)

Integrity Pact may be an integral part of their in tender document as and when internally finalize in NAFED. Bidders are requested check the NAFED website from time to time for any corrigendum.

END OF SECTION III

SECTION -IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Scope of Work

- a) The Onion procured under PSF shall be transported from various destinations across the country under the jurisdiction of NAFED Branches.
- b) The Guarantee Brokers after undertaking a prearranged inspection of the stock of NAFED will satisfy themselves of the quality and other parameters.
- c) The NAFED shall dispatch the stock of Onion to the Guarantee Broker to the extent of EMD/Security amount & Onion will be received by the Guarantee Broker who will hold the same as trustee. The Guarantee Broker shall be liable for any misappropriation of the goods, mishandling & loss caused on the account of pilferage, riots, fire, theft or any other eventuality whatsoever.
- d) The Guarantee Broker shall make his best Endeavour to sell & dispose of Onion in the State of Odisha to the best advantage of NAFED at the maximum rate obtainable/receivable in the market and in line with the prevailing market rate of the variety/ grade of Onion.
- e) The Guarantee Broker shall keep the stock of Onion duly insured against all risks at their own cost. The insurance policy should be in the name of Nafed.
- f) The Guarantee Broker shall ensure that the stocks are unloaded, weighted and counted in number of bags if required by either of party immediately after arrival & in no case vehicle should be detained un-necessary. In case of failure, the charges for the detention of vehicle shall be borne by Guarantee Broker.
- g) The storage of the Onion dispatched by the NAFED shall be the responsibility of the Guarantee Broker at his own cost.
- h) The Guarantee Broker shall make best Endeavour to obtain the best rate for the Onion entrusted for sale. The NAFED may at his discretion fix sale price of the Onion from time to time.
- i) The Guarantee Broker shall organize the sale of Onion within reasonable time ensuring no quality deterioration of the arrived stocks unless otherwise advised or agreed to by the NAFED.
- j) The Guarantee Broker shall prepare the sales memo in a manner that the copy of each sales memo together with the weight & weighment list is provided to the NAFED along with the statement of sales.
- k) The Guarantee Broker shall remit the sale proceeds on daily basis so received to NAFED A/c on the same day or next Bank working Day & also furnish the statements of accounts. In case of failure, 18% interest per annum shall be charged.
- l) The Guarantee Broker shall be liable to return on demand to NAFED any unsold stock given for sale. Such stocks will be returned to NAFED in the same condition in which they were handed over to him within reasonable time.
- m) The Guarantee Broker shall ensure that the stocks are sold on first in the first out basis, truck wise.
- n) It shall be incumbent upon the Guarantee Broker to undertake all due diligence and necessary activities to ensure better price realization of Onion handed over to him for sale. These activities may include but not limited to publicity of arrival of Onion, regular interaction with potential NAFEDs/ bidder, appropriate positioning of variety-wise, grade-wise lots/ bags of Onions for sale, assessment of prevailing market rate and average rate of Onion and ensure best price realization of stock handed over to him & shall keep NAFED informed about the progress of daily sales.

- o) The Guarantee Broker shall collect the prevailing market rate of Onion, arrivals variety-wise, grade-wise and update the same to the NAFED on daily basis with necessary documents of market.
- p) The Guarantee Broker shall deposit the market fee admissible on such sales, to the NAFED, who in turn deposit the same to agricultural produce market committee.
- q) The Guarantee Broker shall be entitled for brokerage, only from buyer as per APMC approved guidelines, **wherever applicable. NAFED may fix the cap limit on the brokerage, and any other selling expenses which shall be binding on the selected Guarantee Broker.**
- r) That the Guarantee Broker shall be responsible for payment of wages etc. to its labourers of any nature if any and also any statutory obligation arise in respect of the same viz. ESI/EPF/Income tax, etc. liability, if any.
- s) If any, shortage occurs during storage/selling, Guarantee Broker shall be responsible for it.

2. Applicable Law, Jurisdiction And Dispute Resolution

- (i) This bid documents and award of work/Purchase order under this bid documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at *Odisha State* and High court of (*Odisha State*) shall have the jurisdiction in all the 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 purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this bid documents including the interpretation and validity of the terms thereto 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 the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
- (iii) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between NAFED and successful bidder after bidding and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this bid documents.
- (iv) The draft agreement included with this EOI is a modal agreement and terms and conditions of the modal agreement may be altered or varied at the time of execution with successful bidder and such bidder shall not have any objection in this regard.

3. Force Majeure

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the contract, party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days

from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be

4. HOLIDAY LISTING AND INTEGRITY

- (i) Nafed has adopted ethics of highest standard and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. While participating in the tender and performing under a Contract/Order, the Agencies are required to meet certain standard of integrity and adherence to the terms and conditions of the tender/contract. In case Guarantee Broker/ Commission Agent fails to meet the standard benchmark of integrity, it is prudent to put the Guarantee Broker/ Commission Agent on holiday/banning list for specific periods in order to deter the Agencies from committing such defaults.

- (ii) Notwithstanding anything contained in this bid documents, NAFED's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED's 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.

END OF SECTION IV

Annexure-A

To

***NAFED, BHUBANESWAR,
NBCC Imperia, Tower-1 Commercial space No.303&304,
Near New Govt. Colony, Press Chhak, Bhubaneswar-751017
E-Mail : nafbhu@nafed-india.com***

Sir,

We submit the documents as per EOI No. *(to be numbered by the Branches)* dated ----- for Appointment of Guarantee Brokers for sale of Onions procured by NAFED during the year 2024-25.

We have thoroughly examined and understood all the terms & conditions as contained in the Bid document and agree to abide by them.

Yours faithfully,

Signature of Bidder
(Capacity in which signing)
Stamp of Firm

Date:

Place:

Application Form

Name of the Company / Firm	
Firm type (Sole Prop/ Partnership/ Company)	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of firm / Company	
GST Registration No.	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	
Past experience as Guarantee Broker for Horticulture crops and client's list	
Number of years of professional experience of as Guarantee Broker of Horticulture crops	
Past Experience of working as Guarantee Broker of a State / Central Govt. Body/PSU/Cooperative organization for sale of Onion at <i>(Place of sale – Mandi/Location etc.)</i> , if any. Enclose certificate of experience issued by the concerned organization.	
Phar number allotted by APMC, <i>(Place of sale – Mandi/Location etc.)</i> for sale of Onion at Onion Sheds of APMC or identifiable place of sale.	

Financials

(Rs. In Lakhs)

Particulars	FY 2021-22	FY 2022-23	FY 2023-24
Yearly Turnover			
Profit After Tax (PAT)			
Net worth			

Those with negative worth shall not be considered.

Annexure-B

Format of certificate to be issued by Chartered Accountant

To

***NAFED, BHUBANESWAR,
NBCC Imperia, Tower-1 Commercial space No.303&304,
Near New Govt. Colony, Press Chhak, Bhubaneswar-751017
E-Mail : nafbhu@nafed-india.com***

We hereby certified that M/s having registered office at..... is engaged in the business of Guarantee Broker for Horticulture crops and their turnover and net worth for the last three preceding financial years from the above business is as per details given below :-

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority)
Designation
Membership No.
Mobile No.:-

Place of Issue :

Date of Issue :

(On the letterhead of the company/firm)

Details of Director(s) / Partner(s)

S.No.	Name of the Director/Partner	Residential Address	Mobile No. & Email ID	Aadhar No.

MEMORANDUM OF AGREEMENT
(On Non-Judicial Stamp Paper of Rs.100/-)

Appointment of Guarantee Brokers for sale of Onions procured by NAFED from during the year 2024-25

This Service Agreement is entered at **NAFED, BHUBANESWAR, NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak, Bhubaneswar-751017**

E-Mail : nafbhu@nafed-india.com

on this..... day of 2024 BY and BETWEEN:

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, through its *(State Head/Head (F&V), NBCC Imperia, Tower-1 Commercial space No.303&304, Near New Govt. Colony, Press Chhak, Bhubaneswar-751017* , represented by, Mr./Ms., who is authorized to sign this agreement of behalf of the NAFED , (hereinafter referred to as the “NAFED” which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its representatives, nominees, affiliates, successors in business and permitted assigns) of the First part .

AND

_____, Limited/Private/Partnership Firm/Sole/Proprietorship/Cooperative society registered under the provisions of Companies Act of 1956 and/or 2013/ Partnership Act, 1932, having its Regd. Office at _____ through its (Designation), (Name) , resident of _____ duly authorized (hereinafter referred to as “GUARANTEE BROKER ”) 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.

RECITALS

WHEREAS:

- (a) National Agricultural Cooperative Marketing Federation of India Limited (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) and Market Intervention Scheme (MIS). NAFED is also procuring Pulses & Onion for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
- (b) NAFED shall undertake procurement of Onion under PSF Scheme of Government India.
- (c) The Guarantee Broker participated in the bid dated conducted by NAFED and shortlisted to provide broker services for sale of Onion procured during Onion season 2024-25.
- (d) Guarantee Broker is agreed to sell the same as per the terms & conditions given in this agreement.

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:

1. COMMODITY

Onion

2. Sale of Onion in the at the place of (*place of sale – Bhubaneswar/Mandi.*)
3. Sale is expected to commence from Sept 2024 till January, 2025. However, this period may be extended.

4. SECURITY DEPOSIT AMOUNT

- (i) The Guarantee Broker has deposited Rs..... with NAFED on..... through RTGS as refundable and interest free security deposit amount.
- (ii) No claim shall be admissible against NAFED in respect of interest on security deposit regardless of the time of its release.
- (iii) EMD/Security deposit of the successful bidder shall be refunded without interest only after successful completion of the assigned work and receipt of all the sale proceeds and required documents.
- (iv) NAFED reserves the right to forfeit the security deposit amount including GST without giving any written notice if Guarantee Broker commits any breach or fails to fulfil any term(s) or conditions of this Agreement, including but not limited to failure to supply of entire contracted quantity of consignment within the stipulated time period.

5. RESPONSIBILITIES OF THE GURANTEE BROKER

- (i) The Onion procured under PSF shall be transported from various destinations across the country under the jurisdiction of NAFED Branches.
- (ii) The Guarantee Brokers after undertaking a prearranged inspection of the stock of NAFED, will satisfy themselves of the quality and other parameters.
- (iii) The NAFED shall dispatch the stock of Onion to the Guarantee Broker to the extent of EMD/Security amount & Onion will be received by the Guarantee Broker who will hold the same as trustee. The Guarantee Broker shall be liable for any misappropriation of the goods, mishandling & loss caused on the account of pilferage, riots, fire, theft or any other eventuality whatsoever.
- (iv) The Guarantee Broker shall make his best Endeavour to sell & dispose of Onion in the (*Bhubaneswar, Odisha.*) to the best advantage of NAFED at the maximum rate obtainable/receivable in the market and in line with the prevailing market rate of the variety/ grade of Onion.
- (v) The Guarantee Broker shall keep the stock of Onion duly insured against all risks at their own cost. The insurance policy should be in the name of Nafed.
- (vi) The Guarantee Broker shall ensure that the stocks are unloaded, weighted and counted in number of bags if required by either of party immediately after arrival & in no case vehicle should be detained un-necessary. In case of failure, the charges for the detention of vehicle shall be borne by Guarantee Broker.
- (vii) The storage of the Onion dispatched by the NAFED shall be the responsibility of the Guarantee Broker at his own cost.
- (viii) The Guarantee Broker shall make best Endeavour to obtain the best rate for the Onion entrusted for sale. The NAFED may at his discretion fix sale price of the Onion from time to time.

- (ix) The Guarantee Broker shall organize the sale of Onion within reasonable time ensuring no quality deterioration of the arrived stocks unless otherwise advised or agreed to by the NAFED.
- (x) The Guarantee Broker shall prepare the sales memo in a manner that the copy of each sales memo together with the weight & weighment list is provided to the NAFED along with the statement of sales.
- (xi) The Guarantee Broker shall remit the sale proceeds on daily basis so received to NAFED A/c on the same day or next Bank working Day & also furnish the statements of accounts. In case of failure 18% interest per annum shall be charged.
- (xii) The Guarantee Broker shall be liable to return on demand to NAFED any unsold stock given for sale. Such stocks will be returned to NAFED in the same condition in which they were handed over to him within reasonable time.
- (xiii) The Guarantee Broker shall ensure that the stocks are sold on first in the first out basis, truck wise.
- (xiv) It shall be incumbent upon the Guarantee Broker to undertake all due diligence and necessary activities to ensure better price realization of Onion handed over to him for sale. These activities may include but not limited to publicity of arrival of Onion, regular interaction with potential NAFEDs/ bidder, appropriate positioning of variety-wise, grade-wise lots/ bags of Onions for sale, assessment of prevailing market rate and average rate of Onion and ensure best price realization of stock handed over to him & shall keep NAFED informed about the progress of daily sales.
- (xv) The Guarantee Broker shall collect the prevailing market rate of Onion, arrivals variety-wise, grade-wise and update the same to the NAFED on daily basis with necessary documents of market.
- (xvi) The Guarantee Broker shall deposit the market fee admissible on such sales to NAFED, who in turn deposit the same to the agricultural produce market committee.
- (xvii) The Guarantee Broker shall be entitled for brokerage, only from buyer as per APMC provision or as the case may be as per the approved guidelines, **wherever applicable. NAFED may fix the cap limit on the brokerage, and any other selling expenses which shall be binding on the selected Guarantee Broker.**
- (xviii) That the Guarantee Broker shall be responsible for payment of wages etc. to its laborers of any nature if any and also any statutory obligation arise in respect of the same example ESI/EPF/Income Tax liability, if any.
- (xix) If any, shortage occurs during storage/selling, Guarantee Broker shall be responsible for it

6. **DEVIATION**

No Deviations shall be allowed from the Terms and Conditions of this Agreement as well as quality specifications. In case, NAFED found at any point of time during supply period that the Guarantee Broker commits any deviation to any terms and condition to this Agreement, NAFED is free to forfeit Security Deposit amount deposited by the Guarantee Broker without giving any notice.

7. **DOCUMENTS CONSTITUTING CONTRACT**

The Invitation of Bid datedby the NAFED, the terms and conditions of captioned bid documents, its corrigendum, if any and Letter of Award issued by the NAFED in favour of Guarantee Broker, along with any amendment issued prior to signing of this Agreement between NAFED and Guarantee Broker, are now an integral part of this Agreement.

8. MUTUAL OBLIGATIONS:

8.1 Term

- i. Subject to the provisions of Sub-Clause 2, below, this Agreement shall become effective from _____, 2024 and shall initially remain in force and effect for 01(one) year from the said date, after which it may be renewed for such periods as may be mutually agreed upon.
- ii. In the event that the Parties continue dealings after expiry of this Agreement, till such time a renewal/fresh agreement is signed, it is agreed that Parties shall continue to perform the obligations cast under this Agreement on the same terms and conditions, as if this Agreement was in force.

8.2. Termination

- i. However, Nafed shall be entitled to terminate the Agreement forthwith without giving any notice;
- ii. If the Party is found to be indulging in any undesirable trade practices;
- iii. If there is any change in Party's control/constitution and such change in the opinion of Nafed is prejudicial to the interest of the Federation.
- iv. If in the reasonable opinion of the Federation, the Party is unable to pay its debts or cease or threaten to cease to carry on business or become insolvent.
- v. If the Party sells, disposes or grant any security interest or any encumbrance over the main undertaking or substantially all of its assets.
- vi. If the Party fails to adhere to NAFED's policy.

8.3 Consequences of Termination

On termination or expiration, the party shall:

- a. Return and/or transfer at Nafed's instruction, the NAFED's Goods in its possession;
- b. Return all the original documents of NAFED and other materials;
- c. Handover all legal records of the NAFED maintained by the party;
- d. Handover the assets provided by NAFED and at its request deliver such assets to such place as intimated at their cost;

9. INSPECTION

Guarantee Broker shall allow representatives/employees/auditors of the NAFED to enter the store/Godown for the purposes of inspection. Such representatives/employees shall also have the right to inspect all documents/Stocks pertaining to the storage and delivery of the Goods.

- 10. INDEMNIFICATION:** The Guarantee Broker 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 Guarantee Broker in respect of the services provided etc., whatsoever.

11. FORCE MAJEURE:

- A. 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, pandemic, 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, band, 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.

- B. It is agreed between the parties that the performance of obligations under this Agreement is subject to Force Majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- C. Neither party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control, except for payment obligations.
- D. 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, Support 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.
- E. The 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 Support Agency/FPO 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

12. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- i. This contract shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at High court of (*Odisha state*) shall have the jurisdiction in all the 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 purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- ii. All or any dispute arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereto 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 the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & 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 Guarantee Broker in the courts having jurisdiction over the parties
- iv. The Guarantee Broker acknowledges and agrees that it would be difficult to fully compensate the NAFED for damages resulting from the breach or threatened breach of the on-going provisions, and, accordingly, agrees that the NAFED shall be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions, permanent injunctions, to enforce that such provisions upon proving that it has suffered or that there is a substantial probability that it will suffer irreparable harm, and without the necessity of posting any bond or other undertaking in connection therewith. This provision with respect to injunctive relief shall not however, diminish the NAFED's right to claim and recover damages.

13. PREVENTION OF FRAUD AND CORRUPTION

- (i) The Guarantee Broker shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Guarantee Broker agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- (ii) The Guarantee Broker 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.
- (iii) The Guarantee Broker shall not enter with other Guarantee Broker 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.
- (iv) The Guarantee Broker 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 Guarantee Broker 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.
- (v) The Guarantee Broker shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (vi) The Guarantee Broker if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

14. GENERAL PROVISIONS:

- a. **Governing Laws:** This bidding 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 (*Odisha state*) and further agreed that any cause of action arising under this bidding may be brought in a court at (*Odisha state*)

- b. **Compliance with Laws, Notifications etc:** Successful bidder confirms that it has entered into this transaction with the full knowledge and understanding of this bidding 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 NAFED has familiarized itself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the NAFED.
- c. **Further Assurances:** The parties hereto shall cooperate with each other, both during and after the term of this bidding, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this bidding.
- d. **Severability:** If any provision of this bidding 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.
- e. **Waiver:** not a Limitation To Enforce
- (i) 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.
- (ii) Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'NAFED or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this bidding 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 Agreement, 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 NAFED of the bidding, shall not be deemed a waiver of any continuing or recurring breach by the 'NAFED of the bidding.
- f) **No Assignment:** Neither party may assign or transfer its rights or obligations under this agreement 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 agreement, 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 agreement shall be binding upon such assignees.
- g) **Right to amend terms and conditions:**
- i. The Guarantee Broker agrees and understands that terms and conditions of the this Agreement 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 Guarantee Broker.

- ii. NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Agreement, if any and also Schedules, if any and/or Annexure, if any which are indicated to be tentative at any time or addendum to this Agreement, if any, executed between the parties.
- h) **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.
- i) **Entire Agreement:** This Agreement together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire bidding relating to the subject matter hereof. This bidding supersedes all prior understandings, agreements and documentation relating to such subject matter. No supplement, modification or amendments of this bidding shall be binding unless executed in writing by both parties in this bidding. In the event of conflict of provisions of the main body of the bidding and attached annexure, specification or other materials, this bidding shall take precedence.
- j) **Place of execution of Agreement:** The execution of this Agreement will be completed only its execution by the NAFED through its authorized signatory at the registered office at (*Bhubaneswar, Odisha*) after the copies duly executed by Guarantee Broker is received by Nafed. Hence, this Agreement shall be deemed to have been executed at (*Bhubaneswar, Odisha*) even if the NAFED has prior thereto executed this Agreement at any place(s) other than (*Bhubaneswar, Odisha*)
- k) This Agreement shall be executed in duplicate with one original each being retained by parties hereto.

15. **DAMAGES**

If the goods are not sold within the reasonable period after arrival, the Guarantee Broker shall be liable to pay to NAFED on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial production in India and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

16. **NON-PERFORMANCE**

In the event of Non - performance wholly or partly under this Memorandum of Agreement, the Guarantee Broker shall be held responsible for any consequential loss caused to NAFED and shall be recovered from the Guarantee Broker. Further, the Guarantee Broker will be declared as "Black Listed" from NAFED's Panel.

17. **INTERPRETATION OF THE CLAUSES IN THIS AGREEMENT**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Agreement, NAFED's interpretation of the clauses shall be final and binding on Guarantee Broker.

18. GENERAL CONDITIONS

- (i) Violation in any terms & conditions of this Agreement is not allowed.
- (ii) At any stage of the supply process, if it is found that Guarantee Broker has given incorrect and misleading certificate/information/document(s), NAFED shall free to take suitable action including cancellation of contract, forfeiture of security / bid security amount etc.
- (iii) The current supply shall be independent of any previous ongoing/completed contract that may have been entered into between NAFED and the Guarantee Broker.
- (iv) NAFED reserves the rights to call for any additional information/documents from Guarantee Broker and same shall be submitted by the Guarantee Broker to NAFED within given time period.
- (v) NAFED reserves the right to cancel this bid in totality without assigning any reason.
- (vi) NAFED reserves the right to increase or decrease the quantity of this Agreement without assigning any reason.
- (vii) It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- (viii) This Agreement shall be governed and construed in accordance with the Indian Laws.
- (ix) Third Party Commercial Invoice / documents shall not be acceptable.

19. 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 its,, who has duly been authorised by the Managing Director of NAFED vide authorization letter dated which is enclosed herewith as Annexure “A”. This agreement is being signed on behalf of through its, S/o who has duly been authorized by the Guarantee Broker vide Board resolution/Authorization letter dated which is annexed herewith as annexure “B”.

In witness whereof, we the parties hereto have set and subscribed their respective hand and seal on this Agreement on the day, month, year first as mentioned in the presence of the following witnesses as the intention is to carry the obligation under the agreement.

For an on behalf of NAFED

For and on behalf of Guarantee Broker

(Name & Signature)

(Name & Signature)

Witness:

1. _____

1. _____

2. _____

2. _____