NOTICE INVITING TENDER

Tender Ref: - AHM/ICDS/Chana/2701

NAFED Ahmedabad branch invites bids through e-tender (in two bids system), from millers of pulses for processing/ milling, packing, transportation and supply of Chana (whole) to Gujarat State Civil Supplies Corporation Ltd at various locations in Gujarat.

Name of Work	Supply of Chana (whole) to Gujarat State Civil Supplies Corporation Ltd
Last Date of submission of Technical Bids	27 January 2025, 02:00 PM
Opening & evaluation of Technical Bids	27 January 2025, 02:00 PM
Opening of Price Bids from the technically qualified bidders	28 January 2025 2:30 PM

Tender Documents can be downloaded from NAFED website: - https://www.nafed-india.com/tenders

Terms & Conditions for e-tender to be held by NAFED for supply of Chana Whole to State Government of Gujarat under ICDS.

NAFED invites invites bids through e-tender (in two bids system), over email to be held as per below details, from reputed millers for supply of Chana Whole to State Government of Gujarat under ICDS.

The tender document can be downloaded from www.nafed-india.com/tenders . NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.

Name of Government Institution	Gujarat State Civil Supplies Corporation Limited
Milled/ processed pulses to be	Chana whole
supplied	
Delivery locations	Taluka Level GSCSC godowns in the state of Gujarat
Pack size	Inner Pack: 1 kg pouch annexure III
	Outer pack: 25 Kg PP Bag as per annexure IV
Contract period	Oct 24 to Mar 25
Delivery timelines:	
EMD & SD	EMD – 15, 00, 000 per cluster
	(EMD can be converted to SD on receipt of written
	communication.) EMD of unsuccessful bidders will be
	returned in 2 business days.
Submission of SD by the successful	5% of Contract value. To be deposited within 5 bank
bidder	working days from date of award of contract by
	NAFED in favour of successful bidder
Due date for completion of delivery of	For first 3 Months - 100% delivery of Chana Whole has
milled pulses	to be completed within 30 days from the date of
	award of contract. For balance 3 months- delivery has
Financial Document	to be completed within next 20 days.
	Cost of milling, handling & transportation charges
pdf file of price bid through email. The price	(Rs./qtl, including GST) of raw Chana stock to be
bid should contain:-	issued to the miller at fixed OTR (conversion ratio
bia siloala contain.	of 91.5%) for milling and supply of Chana whole.
	2. Cost of arranging for transportation of Chana
	Whole to GSCSCL delivery centers at taluka level in
	the State of Gujarat.
	3. Any other expenses as per the terms & conditions.
	4. All levies, duties & taxes including GST, works
	contract tax, local taxes, income tax and other
	taxes, if any
Bid Validity	30 calendar days or acceptance of rate by
,	State department whichever is later

- **a.** NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- **b.** This bid documents shall be governed and construed in accordance with the Indian Laws.
- **c.** It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- **d.** No Suit, prosecution or any legal proceedings will be lie against NAFED or any official(s) of NAFED for anything that is done in good faith or intended to be done in pursuance of supply under this bid documents/e tender.

GENERAL - TERMS AND CONDITIONS

A. Eligibility for participation and award of contract

- 1. The Bidder should have either owned or lease milling/ processing facility for Chana Whole in the state of Gujarat with a valid license from the concern authorities. In the eventuality of lease milling unit, the lease agreement must be registered and valid for another one year from the date of e-auction. The bidder will have to submit proof of capacity certificate (FSSAI certificate mentioning milling capacity certificate issued by the respective Department of the State Government) in support of same and Factory License.
- 2. The bidder should have valid FSSAI license for manufacturing, storing and packaging of Chana Whole. In case of registered lease agreement, FSSAI of registered milling unit needs to be submitted.
- 3. The minimum milling capacity is 30 MT/Day. The milling capacity of the millers will be considered as mentioned in their FSSAI license of the milling unit (owned/registered leased).
- 4. Bidder should have, in past 5 years, minimum experience for supply of 5000 MT Chana Whole to State/ central Govt. department, PSU and Public limited company, armed forces etc. To clarify this, bidder must provide work completion certificate issued by the purchasing institution. If supplied were made through NAFED, work order issued by NAFED in f/o bidder shall be provided.
- 5. The Bidder must have average annual Turnover for the last three Financial Year i.e. 2021-22, 2022-23 and 2023-24 must not be less than 50% of estimated value of tender. (The bidder will have to produce a copy of the Financial Year 2021-22, 2022-23 and 2023-24 Balance Sheet and Profit & Loss Accounts duly certified by Chartered Accountant (with UDIN)).
- 6. Bidders who have supplied milled / cleaned pulses to the GSCSCL through Nafed in the past need not submit the documents in support of the eligibility criteria as mentioned above except the documents mentioned at A 8.
- 7. Any bidder other than complying to point A-7 will be allocated one cluster only.
- 8. A Notarize self-declaration on Rs.300/- non-judicial stamp, stating that, Bidder has wide experience in this field and has good reputation in the market and himself is not debarred or blacklisted by any State Government or Central Government, or offices of any Board, Corporation or other local authority or not blacklisted for short or long period.

B. Scope of work

1. Quality parameters of Chana Whole to be delivered

- a. Please refer the Quality Specification for concerned commodity as detailed in the auction.
- b. The successful bidder shall undertake the milling in the milling unit registered with NAFED or for which valid proofs have been submitted by the successful bidder as per eligibility condition mentioned in Clause A of Eligibility as above. In the event, during the contract, if it is found by NAFED that successful bidder is undertaking milling in a mill not informed to NAFED/ for which valid proofs have not been submitted as perabove Clause A of Eligibility or supplying milled dal procured from open market, it shall be treated as breach of contract and the contract shall stand cancelled. Depending upon gravity of the situation necessary action shall be taken against the successful bidder.
- c. NAFED and/or authorized official on behalf of the Institutional Client of NAFED, can visit the milling premises at any point of time during the process of completion of supply order awarded to the successful bidder.
- d. NAFED and/or authorized official from the Institutional Client of NAFED at its own discretion may get samples tested for added color/adulteration. The Cost of such testwill be debited to successful bidder's account. Action will be initiated against those successful bidders who fail to comply with above specified quality parameters as per terms and conditions, and as per provisions under Food Safety and Standards Act and connected rules.
- e. The Successful bidders will be solely responsible for consequences for any violation of the Food Safety and Standards Act, 2011 and connected rules.

2. Details of stock of raw material offered for milling

- a. The detail of the stock offered for processing will be detailed in the detailed in this document. The stock will be offered on net weight basis. The details of delivery locations of milled pulses and raw material godowns is annexed in this tender document.
- b. The stock details mentioned in the document are the stock earmarked against delivery of milled product for this contract. The miller shall be provided un-milled stock of Chana by NAFED. The un-milled stock shall be provided to the miller based on the fixed conversion ratio (un-milled to milled %) of 91.5%.
- c. The successful bidder will be responsible for lifting the unprocessed commodity from NAFED specified warehouses and transport (which includes handling, transportation, transit insurance, loading/unloading etc.) to its milling unit. The successful bidder may select any of the options listed below to take delivery of raw material
 - i. Option 1: Lifting of stock against interest free security deposit (in form of RTGS/NEFT, or Bank Guarantee from a scheduled bank/nationalized bank equivalent to the 100% value of raw material which successful bidder intends to lift. For the purpose of arriving at value of raw material, cost of the stock will be considered as Rs.6000/qtl. Bank Guarantee should be valid for the period of 12 months.
 - ii. Option 2: Lifting of stock proportionate to satisfactory and successful supply of milled items by the successful bidder within the stipulated time delivery and submission of bills with relevant documents to the State Head of the concerned branch of NAFED.
 - In such eventuality, successful miller shall be responsible for submission of all relevant documents with NAFED within 15 calendar days from date of delivery of Chana Whole to the institutional client.
 - ➤ If there is as any delay in receiving of acknowledgement or any other relevant documents from State Agency/ Govt./Depot/Institutional client of NAFED, Miller should intimate to respective NAFED Branch in writing within given time period of 15 calendar days and concerned branch will verify the facts of the information provided.
- d. The Successful bidder should pre-inspect the earmarked stocks of raw stock, at its own cost, before submission of the bid. Under no condition, request for change in stock location shall be entertained from the successful bidder. After the award of supply order, if the bidder complains about the quality of raw material and delays supplies on this account, NAFED will cancel the tender and award new tender at the risk and cost of the supplier.
- e. The stock location of the stock earmarked against delivery of the Chana Whole for this contract indicates the warehouse location of the concerned SWC/CWC as well as cluster of godowns located in the vicinity which may be mapped to the SWC/CWC warehouse. Successful bidder may get delivery either from the SWC/CWC warehouse or from any of the godowns in the vicinity linked to the SWC/CWCwarehouse.
- f. The raw stock to be issued to the millers for the supplies under this contract is the stock allocated to the State Government of Gujarat. Therefore, the free lifting period will be calculated as per the date of issuance of Delivery Order in the name of the State Department.
- g. In case of non-lifting of the raw stock within the free delivery period or the expiry of the free lifting period given to the State Govt. normal godown rent shall be charged by NAFED from the successful bidder for storage of stocks based on un- lifted quantity as applicable No godown rent will be paid by GSCSCL in any case.
- h. In case of non-lifting of the raw stock within the free delivery period, normal godown rent shall be charged by NAFED from the successful bidder for storage of stocks based on unlifted quantity for the extended period as applicable. The stocks shall continue to be

stored by NAFD on behalf of the party at the cost, risk and responsibility of the party only and NAFED/its Intuitional client (GSCSCL) shall not be responsible or liable for any storage charges, damages, shortage, loss on account of deterioration of quality, shortage due to driage, theft, fire or any natural calamity, etc. or any other consequences thereupon. Stock can be hold in the godowns for a maximum period of 6 months after allotment of stock to State Govt.

- i. As the stock to be issued to the successful bidder/miller is allocated to State Government therefore millers are advised to supply Chana Whole after lifting raw material.
- j. Successful bidders are required to pay Lifting charges/Loading charges, weighing charges and other expenses, if any, at the warehouse location directly at the time of lifting stock.
- k. Since the raw material is of GSCSCL and NAFED is only offering milling and supply so in case any quality dispute arise in raw Chana, NAFED will compile the request received from millers and submit the same to GSCSCL for necessary direction. The decision of GSCSCL will be final and binding on all.

3. Packaging & labeling

- a. Successful bidder should supply the stock of Chana Whole as per the quality parameters defined in annexure 2 of this document in 1 kg pouch and 25 Kg outer PP Bag.
- b. The successful bidder must ensure that the stock is processed and packed only and only in their own or registered leased milling units as informed to NAFED at the time of bidding. The assayer, if required, will only be deputed at those mill (unit) registered with NAFED.
- c. The pack design to be printed on 1 kg pouch and 25 Kg PP Bags is attached in annexure III and IV.

4. Assaying & Testing

- a. The quality of Chana whole would be checked by the GSCSCL's established laboratory i.e. Food Research laboratory (FRL).
- b. Sampling process would be carried out by FRL at supplier's milling/factory/godown premises only. After completion of sampling, whole sampled stack would be sealed by FRL.
- c. Collected samples will be sent to FRL and Chana whole would be accepted only after quality checked and passed by FRL.
- d. The sealed stack would be opened by FRL, only after QC passed report received. Passed stock would be dispatched in presence of FRL only.
- e. Upon delivery of the stock at depot point, 100% Cross verification will be done at the GSCSCL godown by GSCSCL representative for the stock dispatched by the supplier. Cross verification sample would be drawn by the representative of quality control person in the presence of godown manager, representative of supplier and SAK/deputy Mamlatdar (Supply). In case stock gets rejected in cross verification, the supplier shall replace the stock within 10 working days from the date of quality analysis report of FRL mailed to supplier. No appeal would be given for rejection in cross verification.
- f. Cross sampling of the stock can be done by GSCSCL or its authorized representative at any point in the supply chain. In case, the supplied stock is rejected, the successful bidder shall have to replace the stock, at his own cost and risk within 3 days of rejection of stock. If the replacement of stock not done in given time period, penalty at rate 5% on milling charges should be charged per day per MT.
- g. For replacement of the rejected stock, the condition relating to FRL testing will be the same as fresh offer.
- h. The quality of Chana Whole will be evaluated based on the quality specifications mentioned in this contract. To carry out due diligence of quality inspection the stock may again be inspected by GSCSCL.

5. <u>Delivery process</u>

- a. The successful bidder shall take all necessary steps to commence the processing, packing, assaying, and dispatch of the tendered supply quantity at the approved rate and complete the delivery at the designated delivery depots as specified by the NAFED/Institutional Client latest by due date mentioned in award letter.
- b. Quality passed stock would be dispatched in the presence of FRL representative only.
- c. The successful bidders should take adequate precautions to prevent damage or deterioration to stock during storage/transportation. He should also insure the stock during transit at his cost.
- d. The successful bidder has to complete the supplies within due date as mentioned in the supply order. No excuse regarding delay in supply due to various procedural actions such as approval of packaging, FRL sampling, offering of stock, dispatch, receipt at GSCSCL godown, cross verification of sample and final acceptance of stock, etc should be entertained by NAFED/GSCSCL. Extension in time period should not be sought by millers on the pretext of various procedural actions.
- e. Consignment will be unloaded at the designated warehouse during working hours i.e. between 10 am and 5 pm only. On arrival of the consignment the officials nominated by the State will verify the documents and after confirming authenticity of the consignment directs the representative of the successful bidder to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- f. The successful bidder shall arrange to record gross weight on electronic weigh bridge before unloading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery Challan shall be handed over to designated official at the time of giving delivery. Deliveries without valid documents will be rejected and will not be inwarded by the concerned Depot Manager.
- g. After unloading the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weighbridge receipts along with other documents i.e. invoice / delivery challan and weighbridge receipts at the loading point shall be handed over to the Depot Manager.
- h. Quantities supplied in excess of the quantity specified in the award letter will not be paid for.
- i. Institutional client/NAFED reserves right to revise quantities awarded to miller by ±25% or may terminate the entire contract for any month or in total. State Govt./NAFED is not liable to present any reasons for any actions thereof and will not bear any financial liability arising due to cancellation by State etc. NAFED may offer to extend the order quantity on the same terms, conditions and milling rate beyond 25% subject to consent of the bidder. In such eventuality, the location of raw material may be changed which will be informed to the supplier in advance so as to get prior consent from the supplier.

6. Warranty

Successful bidder has to ensure that Chana Whole delivered to State adhere to quality specifications as per contract with a minimum shelf life of 6 months from date of packaging. In the event, the stock is found not-conforming to the mentioned qualityparameters anytime during period of 6 months from date of packaging, the successfulbidder shall be liable to replace the same at its own cost.

C. Submission of bids

- 1. The bidder shall submit the bids over email id: nafahm@nafed-india.com on or before 27th January 2025 14:00 hrs.
- 2. The bids should consist of two parts i.e.: -
 - (1) Technical Bid, carrying all documents in support of his eligibility as per clause A of this tender document and proof of payment of EMD through Bank Transfer, mentioning UTR No, date of deposit and amount. In case no eligibility document is required as per clause A-6 of this tender

- document, then the technical bid will contain signed copy of tender document and UTR No in support of EMD. The documents should be emailed at nafahm@nafed-india.com by the stipulated date & time.
- (2) Financial Bid, should be submitted in password protected PDF file. The contact details of the person authorized to possess the password of the bid file should be mentioned in the body of the email communication sent for submission of the bids. The financial bid should comprise of:
 - a. Cost of milling, handling & Transportation charges (Rs/qtl, including GST) of raw Chana stock to be issued to the miller at fixed OTR (conversion ratio of 91.5%) for milling and supply of Chana whole.
 - b. Cost of arranging for milling, handling and transportation to GSCSCL delivery centers at taluka godown level in the State of Gujarat.
 - c. Any other expenses as per the terms & conditions. All levies, duties & taxes including GST, works contract tax, local taxes, income tax, mandi tax and other taxes, if any are included.
 - d. The rates and prices quoted by Bidder shall be valid for the original contract period as well as during extension period (as per discretion of NAFED/ State Government) and for any increase or decrease in quantity.
 - e. The rate quoted by the Bidder shall be the same for allocations for which it is submitted.
 - f. All prices and rates quoted by the bidder shall been entirely in Indian Rupee only. All the payment shall be made in Indian Rupees only
- 3. Financial bid of only technically qualified parties/ bidders will be opened.
- 4. The financial tender will be opened on 28 January 2025 at 02:30 PM. Authorized representatives of the bidders may attend the bid-opening at NAFED Ahmedabad office.
- 5. For Chana whole, the miller shall be issued un-milled/Raw Chana stock based on 91.50% OTR (out turn ratio) i.e. for every 91.50 Kgs of milled/graded Chana supplied by the miller,100 Kgs of un-milled stock shall be issued to the miller by NAFED.
- 6. The successful bidders shall submit an undertaking (as per Annexure I). The documents have to be sent within 24 hours from the date of completion of bid. In case of non-submission of the document within given timelines, NAFED reserves the right to cancel/reject the bid submitted by successful bidder.
- 7. The successful bidder shall be allowed to retain the residual as result of milling/up gradation of the un-milled stock.
- 8. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.
- 9. The winning bid will remain valid for 30 calendar days from date of bid submission or acceptance of rate by state department whichever is later.

D. Documentation

- 1. The successful bidder shall require to submit the following documents to the concerned officials at designated delivery depots. A copy of these documents shall also be submitted to the State Head of the concerned branch of NAFED:
 - a. Copy of the award letter issued by NAFED.
- 2. On completion of supply to all designated delivery depots, the successful bidder shall submit the following documents to the State Head of the concerned branch of NAFED, to process for payment:

- a. Copy of designated delivery depots-wise Invoice (Sales Bill)
- b. Load wise\truck wise Delivery challan with proper serial numbers, date of delivery, Work Order number with date, Name of the depot, vehicle number, name of the items and quantity delivered.
- c. If the delivery of stock is more than one truck to a particular designated delivery depot, the invoice should contain all the delivery note number in one invoice.
- d. Stock receipt issued by Depot Manager of the designated delivery depots.
- e. Electronic Weigh bridge Receipts at loading point/unloading point (if any)
- f. Raw-chana lifting summary.
- g. self- declaration from successful bidder about no pendency of lifting of Raw-chanafrom allotted warehouse.
- h. Bidder should submit electricity bill for supply period. Bill will be scrutinized at payment level.

E. EMD and Security Deposit

- 1. The bidders shall be required to deposit requisite EMD before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to nonfulfillment or not meeting the conditions attached to the bid, shall be returned up on closure of bidding process. The party needs to submit bank account details for refund of EMD, to the Nafed branch.
- 2. The EMD amount will be deposited in the following bank account of NAFED by 27 January 2025, 02:00 PM to:-YES BANK, Account Number: 000794600002040, IFSC Code: YESB00000007, CG Road, Ahmedabad.
- 3. EMD against each cluster in which bidder intends to participate will be deposited separately in the above bank account.
- 4. Upon award of contract, successful bidder shall have to submit security deposit equivalent to 5% of the total contract value to NAFED within 05 bank working days. The EMD submitted by the successful bidder at the time of bidding will be adjusted in SD. And the balance amount shall be deposited by the successful bidder within 05 bank working days.
- 5. The successful bidder will have to submit security deposit either in form of Bank Guarantee (in favour of NAFED) from any scheduled bank/nationalized bank or through NEFT/RTGS to NAFED. The security deposit must be submitted to NAFED in original within 05 bank working days of acceptance & approval of bid for the contract to the successful bidder. The BG should be valid for a period of one year.
- 6. The SD of the successful bidder shall be retained by NAFED and shall be refunded upon completion of the contract which includes receipt of full and final payment from principal buyer and successful expiry of shelf life period, without receipt of any complaint for quantity/quality upto 180 days from the date of supply.
- 7. Failure to submit SD amount within stipulated time will result in forfeiture of EMD and cancellation of contract besides debarring them from participating in the bids.
- 8. The SD and EMD of the successful miller will be adjusted by NAFED towards the following:
 - i. Non-payment of penalty charges, penal storage rent or any other dues to State Institution and/ or NAFED in case of delayed deliveries by the miller.
 - ii. To make good of any losses incurred by NAFED and/or State Institution in completing the default deliveries or recovering the penalty charges, penal storage rent or any other dues to State Institution and/or NAFED. The balance amount after adjusting losses/penalty charges shall be refunded to the miller.
 - iii. If any penalty amount is more than SD, amount will be recovered as per arrears of land revenue.
- 9. The EMD and SD deposited by the miller shall carry no interest and refunded to the miller after recovery of the amounts, if any, as indicated above.

F. Penalty clauses

- Late delivery penalty @ 3% of Milling Charges per MT per day will be levied on supplier. No penalty will be charged in case of paucity of storage space in the warehouse of GSCSCL, which will be verify by NAFED local branch or by the state Dept'.
- 2. In the event of stock rejection at the supply depot by NAFED/State Dept the Successful bidder will replace the rejected stock at its own cost within 10 working days. The replacement stock will undergo assaying and if the same are found to be not conforming to specified quality parameters then such stocks will also be rejected. If the successful bidder fails to replace the rejected stock within 10 working days, penalty @ 5% of Milling price per MT per day will be charged from the Successful bidder by NAFED till the stock is replaced.
- 3. If the stock is getting rejected (failed) in FRL report, Rs.14000/- per Batch will be recovered from the supplier.
- 4. Whenever supplier offer the stock for sampling, it should be available for same qty, should be stacked properly, & in prescribed specification or free from insects, for these reasons if sampling process couldn't be carried out by FRL, Rs.5000/-penalty should be levied from supplier.
- 5. In case, during this contract, 40% of total order qty is rejected in cross verification in supplies made by bidder, NAFED shall debarred the said bidder in next tender.
- 6. In case, during this contract, If the successful bidder fails to supply 50% of total order Quantity in given schedule, NAFED will cancel the contract at the risk and cost of the default bidder and bidder will be debarred for next tender.
- 7. In case of non-lifting of the raw stock within the free delivery period or the expiry of the free lifting period, godown rent, as per warehousing agency norms shall be charged by NAFED from the successful bidder.
- 8. In case miller fails to supply the required quantity within the stipulated time period (+ 10 days i.e. time allowed for replacement) the supply order will be cancelled and the un-supplied quantity against the order shall be allocated to an alternate party at the risk and cost of the miller.

G. Acceptance of terms and conditions

- 1. By submitting the tender fees and/or EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract as well as the empanelment agreement executed with NAFED along with all the corrigendum / addendum if any.
- 2. The successful bidder shall submit a stamped and signed copy of this document in original along with the details of EMD to the State Head, NAFED Ahmedabad, as part of the technical bid over email, at the time of submission of tender.

H. Taxes applicable

1. All the transactions under this contract shall be subject to applicable taxes as per the governing laws.

I. Invoicing and payment

Upon successful delivery of Chana Whole, miller shall raise invoice of milling, handling and transportation charges to NAFED. The milling, handling and transportation charges to be paid to miller shall be calculated for the un-milled stock issued to the miller by NAFED and shall be based on the bid accepted by NAFED/ towards the same. All the payments towards milling, handling and transportation charges shall be subject to TDS as per the IT rules.

J. Interpretation of the clauses in this tender documents

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document, NAFED's interpretation of the clauses shall be final and binding on bidder.

K. Resolution of Dispute

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

L. Force Majeure

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

M. Defaults

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

N. Indemnification

The successful bidder shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract.

O. Damages

If the goods are not delivered within the due date of delivery, the successful bidder shall be liable to pay to NAFED on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

P. General Provisions

1. Governing Laws: This contract will be governed and construed in accordance with the laws of the

- republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this contract may be brought in a court at New Delhi.
- 2. Compliance with Laws, Notifications etc. Supplier confirms that it has entered into thistransaction with the full knowledge and understanding of this Contract and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFEDto the Competent Authority of the Government of India in this regard and that the Supplier has familiarized itself with all the aforesaid and other applicable contracts, arrangements, undertakings, conditions on inspection of the documents with the NAFED.
- 3. Further Assurances: The parties hereto shall cooperate with each other, both during and after the term of this contract, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this contract.
- 4. Severability: If any provision of this contract is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 5. Waiver: Not a limitation to enforce
 - a. 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.
 - b. Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'Supplier or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Contract will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NAFED, and the NAFED shall not be deemed to have waived any of its rights, or any provision of this Contract, or any notice given hereunder, unless such waiver be provided in writing by NAFED, and any waiver by the NAFED of any breach by the Supplier of the Contract, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Contract.
- 6. No Assignment: Neither party may assign or transfer its rights or obligations under this contract without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the contract, without the prior written consent of the party, to the successorentity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this contract shall be binding upon such assignees.
- 7. Right to amend terms and conditions:
 - a. The Supplier agrees and understands that terms and conditions of the Contract may be modified/amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the 'Procuring Society.
 - b. The NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Contract and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this contract, if any, executed between the parties.
- 8. 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.
 - a. Entire Contract: This contract together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire contract between the parties relating to the subject matter hereof. This contract supersedes all prior

understandings, contracts and documentation relating to such subject matter. No supplement, modification or amendments of this contract shall be binding unless executed in writing by both parties in this contract. In the event of conflict of provisions of the main body of the contract and attached annexure, specification or other materials, this contract shall take precedence.

Q. Applicable Law, Jurisdiction and Dispute Resolution:

- 1. This document shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this contract and parties to this contract agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- 2. All or any disputes arising out or touching upon or in relation to the terms of this contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the sameshall 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.
- 3. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

R. Additional Terms and conditions

- The suppliers should ensure that GSCSCL should receive the quantity as per the tendered quantity. Supplier should ensure that there are no questions/complaints arising at the time of unloading of stock in the godowns of GSCSCL regarding the quality and quantity. In case of supply of less weight by the suppliers, penalty will be deducted from the bills of suppliers as levied by GSCSCL.
- 2. The batch size for FRL quality inspection must be 30 MT only. Supplier strictly follow the batch size. Supplier may offer multiple batches for inspection. In case less/more quantity per batch offered by the suppliers, no sampling will be carried out by GSCSCL inspection team/FRL.
- 3. Successful bidders are mandatorily required to strictly comply with the provisions of the Packaging Act. In case non-compliance of packaging act, penalty will be deducted from the bills of suppliers as levied by GSCSCL.
- 4. The raw material for this auction is issued to the state government (GSCSCL) by Department of Consumer Affairs, GOI. Thus, the delivery orders will be issued in f/o GSCSCL with limited free lifting period. Therefore, godown rent applicable after the free lifting period allowed to GSCSCL will be charged from the supplies. There might be instances where godown rent will be charged from the supplies right from the date of issue of DO by Nafed Ahmedabad.
- 5. This agreement is between NAFED and the successful Bidder only. There is no role of GSCSCL.
- 6. If the miller has not completed the supply of even 30% of total order quantity in given schedule, the miller shall be restricted to the next one fresh auction of department, till such time the contract in hand are duly executed by the miller.
- 7. The miller has to provide ongoing work order detail in self declaration format.

Annexure I

Self-declaration by the millers supplying milled pulses dal to State Department through NAFED(On letter head of the miller)

Self-declaration

I, <name of the authorized signatory>, <designation of authorized signatory>, on behalf ofM/s <name of the firm>, hereby declare that

- M/s <name of the firm> has been awarded contract for milling and supply of milled <name of dal> to <RESPECTIVE AUTHORITY> through NAFED vide auction ID CHG<__>.
- 2. The milled<_____> dal supplied to **<RESPECTIVE AUTHORITY>** has been processed in the milling facility of the firm located at <address of the milling unit>.
- 3. We have read and understood the terms & conditions for supply to **<RESPECTIVE**AUTHORITY>
 through NAFED and accept the same unconditionally.

For <name of the firm>

Authorized signatory(Sign and stamp)

Annexure II: Quality specifications of the Chana Whole

Welant 1

For purchase of pulses

Quality specifications for purchase

GSCSC Gram (whole)

Grade Designation: GSCSCL PURCHASE SPECIFICTION

SR			Limit	
NO (i)	Moisture Content (Per Cent. By mass). Max	14	Pulses without seed coat-12	
(11)	Extraneous Matter	By mass of than 0.25 pe than 0.10 pe shall be imp	han 1 per cent. which not more er cent. By more er cent. By mass urities of anima irigin.	
(iii)	Defects (iii) Seeds with serious defects. (Seeds in which the cotyledons have been affected or attacked by pests; seeds with very slight traces of mould of decay; or slight cotyledon staining.)	Not more than 1 per cent.		
	(iv) Seeds with slight defects. (Seeds which have not reached normal development; seeds with extensive seedcoat staining, without the cotyledon being affected; seeds in which the seedcoat is wrinkled, with pronounced folding or broken pulses*)	of which	han 7 per cent. broken pulses ceed 3 per cent.	
(iv)	Other edible pulses/grains, by mass	Not more than 2 per cent.		
(v)	Discoloured seeds by mass	Not more t	han 3 per cent.	
(vi)	Uric acid (not more than)	100 r	ng per kg.	

(3) GENERAL CHARACTERISTICS:

Gram shall-

- a) Be the dried mature grains of Cicer Arietinum Linn.
- b) Have uniform size, shape and colour (yellow/Brown)
- c) Be sweet, hard, clean, wholesome and free from moulds living insect, obnoxious smell, discolourations, admixture of deleterious substances and all other impurities except to the extent indicated above
- d) Be in sound merchantable condition.

- e) Not have moisture exceeding 12.0 percent
- f) Confirm to FSSA
- g) have good cooking quality.
- b) Be totally free from Kesari gram and Kesari dal.

DEFINITION:

Foreign Matter", include organic and inorganic matte. The inorganic matter shall include sand, gravel, dirt, pebbles, stones, lumps, of earth clay and mud. The organic matter shall include chalf, strow, weedseeds and inedible grains.

"Other food grains", any other foodgrains than gram

"Damaged Grains" Kernels or pieces of Kernels that are sported or internally damaged as a result of heat, microbs, moisture or weather.

"Slightly Damaged and Touched grains," Kernels or pieces of Kernels that are damaged or discoloured superficially so as not to affect the quality of the material.

"Immature & shriveled grains" Kernels or pieces of Kernels that are not fully developed

"Broken" Pieces of kernels that are less than three fourth of the size of the full kernels

"Admixture of other varieties" the presence of a variety of the same grain other then the variety in consideration.

"Weevilled grains" kernels that are partially or wholly bored

Annexure III Pack Design



Suggested Specification for 1 Kg. plastic based multi-layered laminated Pouch

Sr. No.	Characteristic	Suggestion	Tolerance
1	Capacity	1000 grams	-
2	Material	Plastic based multi-layered laminated Pouch (Heat sealed)	-
3	Microns	120microns (Min.)	-
4	Dimensions in mm (roll form) a) Length b) Width	396 mm 245 mm	±1 mm ±1 mm
5	Seal type	Top, Bottom & Centre Seal	•
6	Seal Width	12 mm each side	± 1 mm
7	Pouch Weight	12.0 grams (min)	± 1 g
8	Bond Strength (min.)	200 (± 5) g/15 mm	± 2 %
9		3.0 (± 0.2) Kg/15 mm	± 2 %
1	0 Printing	Printing as per Colour scheme, design art work and transparencies/ photographs provided by GSCSCL	

Note: In Case of Oil based Toor Dal, Nitrogen flush pack is suggested.

15 INCH

ગુજરાત સરકાર ગુજરાત સરકાર

આઇ.સી.ડી.એસ યોજના હેઠળ "મુખ્ય મંત્રી માતૃશકિત યોજના" હેઠળ **ચણાનું** વિતરણ ૧ કિલો ગ્રામ x ૨૫ પેકેટ = ૨૫ કિલો

સપ્લાચર કોડ:-

ઓક્શન કોડ:-હલ્હર

પેકિંગ મહિલો : જુલાઇ-૨૦૨૩

नए समाज की ओर

Batch No.- 1

મહિલા અને બાળ વિકાસ વિભાગ ગુજરાત રાજય

ઉત્પાદક : વિંગ્સ એગ્રો પ્રાઇવેટ લિમિટેડ

વિતરક

ગુજરાત રાજ્ય નાગરિક પુરવઠા નિગમ લીમીટેડ (ગુજરાત સરકારનું સાહસ) સેક્ટર-૧૦/એ, ચ રોડ, નવા સચિવાલચ પાસે, ગાંધીનગર - ૩૮૨૦૧૦, ગુજરાત

Annexure V Tentative delivery locations

	icb.	S (Oct 24 to March 25)	
CLUCTED	DICTRICT NAME	CENTRE	CHANA WHOL
CLUSTER	DISTRICT NAME	CENTRE	In M
	AHMADABAD	Bavla	15.54
	AHMADABAD	CITY GRAMYA	8.27
	AHMADABAD	DASKROI-1	7.69
	AHMADABAD	DASKROI-2	6.89
	AHMADABAD	DETROJ	3.45
	AHMADABAD	Dhandhuka	8.62
	AHMADABAD	DHOLKA-1	5.33
	AHMADABAD	DHOLKA-2	7.38
	AHMADABAD	Mandal	7.24
	AHMADABAD AHMADABAD	Sanand-1 Sanand-2	9.86
	AHMADABAD	VIRAMGAM	14.27 32.50
	AHMADABAD URBAN	AHMEDABAD-(U)-01	
	AHMADABAD URBAN	AHMEDABAD-(U)-02	14.15
	AHMADABAD URBAN	AHMEDABAD-(U)-03	13.23
	AHMADABAD URBAN	AHMEDABAD-(U)-04	14.60
	AHMADABAD URBAN	AHMEDABAD-(U)-05	18.00
	AHMADABAD URBAN	AHMEDABAD (U) 07	25.28
1	AHMADABAD URBAN AHMADABAD URBAN	AHMEDABAD-(U)-07 AHMEDABAD-(U)-08	20.34
	AHMADABAD URBAN AHMADABAD URBAN	AHMEDABAD-(U)-09 AHMEDABAD-(U)-10	9.23
	AHMADABAD URBAN	AHMEDABAD-(U)-11	19.85
	AHMADABAD URBAN	AHMEDABAD-(U)-12	19.83
	AHMADABAD URBAN	AHMEDABAD-(U)-13	37.18
	AHMADABAD URBAN	AHMEDABAD-(U)-14	25.58
	AHMADABAD URBAN	AHMEDABAD-(U)-15	15.61
	AHMADABAD URBAN	AHMEDABAD-(U)-16	22.30
	AHMADABAD URBAN	AHMEDABAD-(U)-17	18.40
	AMRELI	AMRELI-1	13.7
	AMRELI	AMRELI-2	4.56
	AMRELI	BABRA	6.73
	AMRELI	BAGASARA	5.45
	AMRELI	DHARI	4.63
	AMRELI	JAFRABAD	13.20
	AMRELI	KHAMBHA	6.8
	AMRELI	KUNKAVAV	8.2
	AMRELI	LATHI	8.56

AMRELI	LILIYA	3.084
AMRELI	RAJULA	9.776
AMRELI	SAVAR KUNDLA-1	12.434
AMRELI	SAVAR KUNDLA-2	6.375
ANAND	ANAND-1	9.88
ANAND	ANAND-2	11.544
ANAND	ANAND-3	13.01
ANAND	ANAND-4	7.652
ANAND	ANKLAV	10.156
ANAND	BORSAD-1	11.14
ANAND	BORSAD-2	4.642
ANAND	BORSAD-3	12.768
ANAND	KHAMBHAT-1	9.53
ANAND	KHAMBHAT-2	2.942
ANAND	PETLAD-1	9.876
ANAND	PETLAD-2	5.664
ANAND	SOJITRA	9.71
ANAND	TARAPUR	5.68
ANAND	UMRETH-1	7.542
ANAND	UMRETH-2	4.759
ARAVALLI	BAYAD-1	6.849
ARAVALLI	BAYAD-2	7.07
ARAVALLI	BHILODA-1	3.225
ARAVALLI	BHILODA-2	2.846
ARAVALLI	BHILODA-3	2.212
ARAVALLI	BHILODA-4	1.006
ARAVALLI	DHANSURA	3.849
ARAVALLI	MALPUR	11.099
ARAVALLI	MEGHRAJ-1	5.652
ARAVALLI	MEGHRAJ-2	5.59
ARAVALLI	MODASA-1	5.998
ARAVALLI	MODASA-1	7.376
BANASKANTHA	AMIRGADH-1	6.994
BANASKANTHA	AMIRGADH-2	2.69
BANASKANTHA	BHABHAR	10.231
BANASKANTHA	DANTA-1	8.957
BANASKANTHA	DANTA-1 DANTA-2	3.128
	DANTIWADA	
BANASKANTHA BANASKANTHA		12.73
BANASKANTHA BANASKANTHA	DEESA-1	13.265
BANASKANTHA	DEESA-2	10.916
BANASKANTHA	DEESA-3	14.304
BANASKANTHA	DEODAR-1	4.472
BANASKANTHA	DEODAR-2	5.772
BANASKANTHA	DHANERA-1	6.43
BANASKANTHA	DHANERA-2	12.357

	BANASKANTHA	KANKREJ(SHIHORI)-2	14.451
	BANASKANTHA	KANKREJ(SHIHORI)-3	18.994
	BANASKANTHA	LAKHANI	8.221
	BANASKANTHA	PALANPUR-1	10.584
	BANASKANTHA	PALANPUR-2	3.666
	BANASKANTHA	PALANPUR-3	6.052
	BANASKANTHA	PALANPUR-4	4.742
	BANASKANTHA	SUIGAM	11.59
	BANASKANTHA	THARAD-1	11.53
	BANASKANTHA	THARAD-2	12.18
	BANASKANTHA	VADGAM-1	11.664
	BANASKANTHA	VADGAM-2	15.017
	BANASKANTHA	VAV-1	17.529
	BHARUCH	AMOD	3.224
	BHARUCH	ANKLESHWAR	19.865
	BHARUCH	BHARUCH-1	22.916
	BHARUCH	BHARUCH-2	17.578
	BHARUCH	HANSOT	2.456
	BHARUCH	JAMBUSAR-1	11.79
	BHARUCH	JAMBUSAR-2	4.396
	BHARUCH	JHAGADIA-1	7.647
	BHARUCH	JHAGADIA-2	3.404
	BHARUCH	Netrang	8.733
	BHARUCH	VAGRA	14.434
	BHARUCH	VALIA	11.29
	BHAVNAGAR	BHAVNAGAR(R)	20.685
	BHAVNAGAR	GARIYADHAR	11.664
	BHAVNAGAR	GHOGHA	7.773
	BHAVNAGAR	JESAR	7.725
	BHAVNAGAR	MAHUVA(BH)-1	24.72
	BHAVNAGAR	MAHUVA(BH)-2	17.76
	BHAVNAGAR	MAHUVA(BH)-3	20.329
	BHAVNAGAR	PALITANA-1	19.144
	BHAVNAGAR	PALITANA-2	13.5
	BHAVNAGAR	SIHOR	36.491
2	BHAVNAGAR	TALAJA-1	21.641
	BHAVNAGAR	TALAJA-2	20.674
	BHAVNAGAR	UMRALA	8.828
	BHAVNAGAR	VALLABHIPUR	8.394
	BHAVNAGAR URBAN	BHAVNAGAR(U)-1	23.492
	BHAVNAGAR URBAN	BHAVNAGAR(U)-2	32.424
	BOTAD	BARWALA	5.926
	BOTAD	BOTAD-1	13.11
	BOTAD	BOTAD-2	13.152
	BOTAD	GADHADA-1	3.804
	BOTAD	GADHADA-2	4.847

BOTAD	RANPUR	10.095
CHHOTA UDEPUR	BODELI	14.246
CHHOTA UDEPUR	CHHOTA UDEPUR-1	9.964
CHHOTA UDEPUR	CHHOTA UDEPUR-2	6.616
CHHOTA UDEPUR	CHHOTA UDEPUR-3	8.973
CHHOTA UDEPUR	PAVI JETPUR	13.232
CHHOTA UDEPUR	KAVANT-1	3.738
CHHOTA UDEPUR	KAVANT-2	3.493
CHHOTA UDEPUR	NASVADI-1	6.587
CHHOTA UDEPUR	NASVADI-2	7.029
CHHOTA UDEPUR	SANKHEDA	10.211
DAHOD	DAHOD-1	9.456
DAHOD	DAHOD-2	8.108
DAHOD	DAHOD-3	10.656
DAHOD	DAHOD-4	8.104
DAHOD	DEVGADHBARIA-1	13.65
DAHOD	DEVGADHBARIA-2	14.028
DAHOD	DEVGADHBARIA-3	15.544
DAHOD	DHANPUR-1	8.764
DAHOD	DHANPUR-2	4.016
DAHOD	FATEPURA-1	5.352
DAHOD	FATEPURA-2	10.536
DAHOD	GARBADA-1	1.428
DAHOD	GARBADA-2	1.442
DAHOD	JHALOD-1	21.216
DAHOD	JHALOD-2	10.226
DAHOD	JHALOD-3	11.074
DAHOD	LIMKHEDA-1	11.512
DAHOD	LIMKHEDA-2	10.468
DAHOD	LIMKHEDA-3	6.446
DAHOD	LIMKHEDA-4	6.562
DAHOD	SANJELI	6.688
DANGS	AHWA	8.678
DANGS	SUBIR	6.006
DANGS	WAGHAI	15.765
DEVBHUMI DWARKA	BHANVAD	16.788
DEVBHUMI DWARKA	DWARKA	8.902
DEVBHUMI DWARKA	Kalyanpur-1	9.355
DEVBHUMI DWARKA	Kalyanpur-2	11.666
DEVBHUMI DWARKA	JAM-KHAMBBHALIA-1	8.13
DEVBHUMI DWARKA	JAM-KHAMBBHALIA-2	6.802
GANDHINAGAR	DEHGAM-1	20.276
GANDHINAGAR	DEHGAM-2	9.108
GANDHINAGAR	GANDHINAGAR-2	19.218
GANDHINAGAR	KALOL-1	8.927
GANDHINAGAR	KALOL-2	17.646

	GANDHINAGAR	KALOL-3	5.036
	GANDHINAGAR	MANSA	2.77
	GANDHINAGAR URBAN	GANDHINAGAR-1	20.748
	GIR SOMNATH	GIR-GADHADA	8.498
	GIR SOMNATH	KODINAR-1	6.109
	GIR SOMNATH	KODINAR-2	9.479
	GIR SOMNATH	VERAVAL(GIR)-1	19.56
	GIR SOMNATH	VERAVAL(GIR)-2	9.91
	GIR SOMNATH	SUTRAPADA	13.999
	GIR SOMNATH	TALALA	10.48
	GIR SOMNATH	UNA	21.82
	JAMNAGAR	DHROL	7.92
	JAMNAGAR	Jamjodhpur	15.828
	JAMNAGAR	JAMNAGAR (R)-1	10.09
	JAMNAGAR	JAMNAGAR (R)-2	20.336
	JAMNAGAR	Jodiya	5.326
	JAMNAGAR	Kalavad	7.231
	JAMNAGAR	LALPUR	15.45
	JAMNAGAR URBAN	JAMNAGAR (U)-1	37.521
	JAMNAGAR URBAN	JAMNAGAR (U)-2	34.294
	JUNAGADH	BHESAN	4.474
	JUNAGADH	JUNAGADH-2	6.82
	JUNAGADH	KESHOD-1	7.498
	JUNAGADH	KESHOD-2	7.282
	JUNAGADH	MALIYA HATINA	11.413
	JUNAGADH	MANAVADAR	10.774
	JUNAGADH	MANGROL	19.947
	JUNAGADH	MENDARDA	4.132
	JUNAGADH	VANTHALI	7.826
	JUNAGADH	VISAVADAR	10.683
	JUNAGADH URBAN	JUNAGADH(U)-1	42.974
	КАСНСНН	ABDASA-1	5.788
	KACHCHH	ABDASA-2	7.738
	КАСНСНН	ANJAR-1	8.128
	КАСНСНН	ANJAR-2	6.14
	КАСНСНН	BHACHAU-1	6.554
	КАСНСНН	BHACHAU-2	5.5
	КАСНСНН	BHUJ-1	23.825
3	КАСНСНН	BHUJ-2	2.981
	КАСНСНН	BHUJ-3	14.867
KACHO	КАСНСНН	GANDHIDHAM-1	12.015
	КАСНСНН	GANDHIDHAM-2	8.424
	KACHCHH	LAKHPAT	8.587
	KACHCHH	MANDVI-1	7.826
	КАСНСНН	MANDVI-2	8.592
	КАСНСНН	MUNDRA	5.676

KACHCHH	NAKHATRANA-1	7.016
KACHCHH	NAKHATRANA-2	7.208
KACHCHH	RAPAR-1	14.28
KACHCHH	RAPAR-2	10.404
KHEDA	GALTESHWAR	10.286
KHEDA	KAPADVANJ-1	17.841
KHEDA	KAPADVANJ-2	19.826
KHEDA	KATHLAL	23.828
KHEDA	KHEDA	14.124
KHEDA	MAHUDHA	7.853
KHEDA	MATAR	22.064
KHEDA	MAHMEDABAD-1	18.87
KHEDA	MAHMEDABAD-2	10.662
KHEDA	NADIAD-1	23.006
KHEDA	NADIAD-2	10.71
KHEDA	NADIAD-3	10.947
KHEDA	THASRA-1	8.314
KHEDA	THASRA-2	15.449
KHEDA	VASO	6.072
MAHESANA	BECHARAJI	7.872
MAHESANA	JOTANA	4.122
MAHESANA	KADI	6.445
MAHESANA	NANDASAN	5.924
MAHESANA	KHERALU	8.962
MAHESANA	MAHESANA-1	8.802
MAHESANA	MAHESANA-2	5.224
MAHESANA	MAHESANA-3	7.298
MAHESANA	SATLASANA	6.38
MAHESANA	UNJHA	4.692
MAHESANA	VADNAGAR	7.864
MAHESANA	KUKARVADA	7.054
MAHESANA	VIJAPUR	10.42
MAHESANA	VALAM	4.76
MAHESANA	VISNAGAR	7.683
MAHISAGAR	BALASINOR	25.47
MAHISAGAR	KADANA-1	9.601
MAHISAGAR	KADANA-2	11.064
MAHISAGAR	KHANPUR	9.67
MAHISAGAR	LUNAWADA-1	11.005
MAHISAGAR	LUNAWADA-2	9.104
MAHISAGAR	LUNAWADA-3	15.325
MAHISAGAR	SANTRAMPUR-1	12.02
MAHISAGAR	SANTRAMPUR-2	12.539
MAHISAGAR	SANTRAMPUR-3	12.552
MAHISAGAR	VIRPUR	13.881
MORBI	HALVAD	36.96

	MORBI	MALIYA	8.616
	MORBI	MORBI-1	19.716
	MORBI	MORBI-2	14.182
	MORBI	TANKARA	4.164
	MORBI	WANKANER-1	13.932
	MORBI	WANKANER-2	11.864
	NARMADA	DEDIAPADA-1	13.334
	NARMADA	DEDIAPADA-2	11.167
	NARMADA	GARUDESHWAR	10.507
	NARMADA	NANDOD	17.321
	NARMADA	SAGBARA-1	4.843
	NARMADA	SAGBARA-2	3.795
	NARMADA	TILAKWADA	4.661
	NAVSARI	CHIKHLI-1	9.428
	NAVSARI	CHIKHLI-2 (KHERGAM)	10.894
	NAVSARI	CHIKHLI-3	7.622
	NAVSARI	GANDEVI-1	7.04
	NAVSARI	GANDEVI-2	8.282
	NAVSARI	JALALPORE-1	6.152
	NAVSARI	JALALPORE-2	8.386
	NAVSARI	NAVSARI	11.654
	NAVSARI	VANSADA-1	14.258
	NAVSARI	VANSADA-2	11.176
	PANCHMAHALS	GHOGHAMBA-1	5.894
	PANCHMAHALS	GHOGHAMBA-2	9.196
	PANCHMAHALS	GHOGHAMBA-3	3.352
	PANCHMAHALS	GODHRA-1	24.6
	PANCHMAHALS	GODHRA-2	20.431
	PANCHMAHALS	GODHRA-3	10.786
	PANCHMAHALS	GODHRA-4	13.324
	PANCHMAHALS	HALOL-1	19.236
	PANCHMAHALS	HALOL-2	13.944
	PANCHMAHALS	JAMBUGHODA	3.803
	PANCHMAHALS	KALOL(P)-1	14.676
	PANCHMAHALS	KALOL(P)-2	18.864
	PANCHMAHALS	MORWA (H)-1	16.756
	PANCHMAHALS	MORWA (H)-2	8.412
	PANCHMAHALS	SHEHERA-1	13.514
	PANCHMAHALS	SHEHERA-2	11.664
	PATAN	CHANASMA	13.348
	PATAN	HARIJ	6.638
	PATAN	PATAN-1	7.688
4	PATAN	PATAN-3	4.692
	PATAN	RADHANPUR	11.595
	PATAN	SAMI	10.994
	PATAN	SHANKHESHWAR	10.128

PATAN	SANTALPUR	8.001
PATAN	PATAN-2 (SARASWATI)	12.316
PATAN	SIDHPUR-1	0.87
PATAN	SIDHPUR-2	1.26
PORBANDAR	KUTIYANA	8.208
PORBANDAR	PORBANDAR-1	19.607
PORBANDAR	PORBANDAR-2	16.848
PORBANDAR	RANAVAV	11.64
RAJKOT	DHORAJI	7.812
RAJKOT	GONDAL-1	20.538
RAJKOT	GONDAL-2	9.96
RAJKOT	JAMKANDORNA	7.948
RAJKOT	JASDAN	9.856
RAJKOT	JETPUR	18.735
RAJKOT	KOTDA SANGANI	11.936
RAJKOT	LODHIKA	8.776
RAJKOT	PADDHARI	6.632
RAJKOT	RAJKOT (R)	18.924
RAJKOT	UPLETA	16.995
RAJKOT	VINCHHIYA	6.38
RAJKOT URBAN	CENTRAL ZONE RMC	19.096
RAJKOT URBAN	EAST ZONE RMC	26.896
RAJKOT URBAN	WEST ZONE RMC	39.842
SABARKANTHA	HIMATNAGAR-1	7.182
SABARKANTHA	HIMATNAGAR-2	10.658
SABARKANTHA	HIMATNAGAR-3	4.016
SABARKANTHA	IDAR-1	2.912
SABARKANTHA	IDAR-2	6.524
SABARKANTHA	IDAR-3	5.4
SABARKANTHA	KHEDBRAHMA-1	2.704
SABARKANTHA	KHEDBRAHMA-2	3.988
SABARKANTHA	POSHINA	3.46
SABARKANTHA	PRANTIJ-1	4.472
SABARKANTHA	PRANTIJ-2	6.414
SABARKANTHA	TALOD-1	3.484
SABARKANTHA	TALOD-2	4.682
SABARKANTHA	VADALI	2.61
SABARKANTHA	VIJAYNAGAR-1	1.124
SABARKANTHA	VIJAYNAGAR-2	2.45
SURAT	BARDOLI-1	3.21
SURAT	BARDOLI-2	4.24
SURAT	CHORYASI-1	5.024
SURAT	CHORYASI-2	1.424
SURAT	KAMREJ	6.994
SURAT	MANDVI (S)-1	2.462
SURAT	MANDVI (S)-2	3.566

SURAT	MAHUVA-1	3.618
SURAT	MAHUVA-2	6.924
SURAT	MANGROL-1	9.5
SURAT	MANGROL-2	3.464
SURAT	OLPAD	13.62
SURAT	PALSANA	3.926
SURAT	UMARPADA	3.734
SURAT URBAN	SURAT (U)-1	34.684
SURAT URBAN	SURAT (U)-2	17.664
SURAT URBAN	SURAT (U)-3	18.348
SURAT URBAN	SURAT (U)-4	18.134
SURAT URBAN	SURAT (U)-5	24.24
SURAT URBAN	SURAT (U)-6	15.204
SURAT URBAN	SURAT (U)-7	14.532
SURAT URBAN	SURAT (U)-8	12.719
SURAT URBAN	SURAT (U)-9	17.276
SURENDRANAGAR	CHOTILA	12.78
SURENDRANAGAR	CHUDA	12.96
SURENDRANAGAR	DHRANGADHRA-1	8.364
SURENDRANAGAR	DHRANGADHRA-2	11.28
SURENDRANAGAR	LAKHTAR	13.28
SURENDRANAGAR	LIMBDI	12.611
SURENDRANAGAR	MULI	9.24
SURENDRANAGAR	PATDI-1	12.44
SURENDRANAGAR	PATDI-2	6.372
SURENDRANAGAR	SAYLA	12.048
SURENDRANAGAR	THAN	11.616
SURENDRANAGAR	WADHWAN-1	11.978
SURENDRANAGAR	WADHWAN-2	14.754
TAPI	NIZAR	13.792
TAPI	SONGADH-1	14.118
TAPI	SONGADH-2	9.38
TAPI	UCHCHHAL	15.84
TAPI	VALOD	4.296
TAPI	VYARA-1	9.712
TAPI	VYARA-2	10.716
VADODARA	DABHOI-1	9.618
VADODARA	DABHOI-2	5.326
VADODARA	DESAR	5.704
VADODARA	KARAJAN	10.04
VADODARA	PADRA-1	8.59
VADODARA	PADRA-2	8.436
VADODARA	SAVLI	18.93
VADODARA	SINOR	7.352
VADODARA	VADODARA (R)-1	8.68
VADODARA	VADODARA (R)-2	7.421

VADODARA	VAGHODIA	12.336
VADODARA URBAN	VMC EAST	9.156
VADODARA URBAN	VMC NORTH	19.439
VADODARA URBAN	VMC SOUTH	12.477
VADODARA URBAN	VMC WEST	12.084
VALSAD	DHARAMPUR-1	7.084
VALSAD	DHARAMPUR-2	4.684
VALSAD	DHARAMPUR-3	5.82
VALSAD	KAPRADA-1	7.364
VALSAD	KAPRADA-2	6.382
VALSAD	KAPRADA-3	3.67
VALSAD	PARDI-1	2.039
VALSAD	PARDI-2	4.464
VALSAD	UMBERGAON-1	11.673
VALSAD	UMBERGAON-2	12.154
VALSAD	VALSAD-1	7.01
VALSAD	VALSAD-2	8.968
VALSAD	VALSAD-3	7.68
VALSAD	VAPI-1	6.394
VALSAD	VAPI-2	6.442
Total F	Packets	4630.759

(On INR 100/- Stamp Paper)

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 NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014,hereinafter referred to as "NAFED",

And

M/s firm / company registered under the provisions of Companies Act of 201	3/
Partnership Act, having its office at through Sh s/o duly authorized	ĺ
(hereinafter referred to as "SELLER/MILLER/CONTRACTOR/BIDDER") which expression sha	all
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 has been designated as State Trading Enterprise (STE) vide Foreign trade policy (FTP) 2015-20.

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 principle 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: -

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.

NAFED will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. NAFED will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution. 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.

1. The Bidder/Contractor 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.

The Bidder/Contractor will not, 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.

- a. The Bidder/Contractor 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.
- b. The Bidder/Contractor 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.
- c. The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor 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.
- d. The Bidder/Contractor 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.
- 2. The Bidder/Contractor 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 Bidder/Contractor, before award of the contact 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 the Bidder/Contractor 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 Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, 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 tender.

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 Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

The Bidder/Contractor 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 the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

The Bidder/Contractor 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 Bidder(s)/Contractor(s) /Subcontractor(s)

If NAFED obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor 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 CMD, NAFED.

Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Bidder/ Contractor. The Bidder/Contractor 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 Bidder/Contractor 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.

(For & On behalf of NAFED)(For & on behalf of the Bidder/Contractor)

(Office Seal) (Office Seal)

Cluster	Order Qty (MT)	Fixed OTR	RM req MT	Warehouse Name	State	Season	Mapped Qty (MT)
Cluster 1	1130.441	91.50 %	1,235.47	MPWLC AshokNagar 7 B WCL,Ashoknagar,AshokNagar	MP	R-23	349.35
				MPWLC AshokNagar Isagarh 4 Arvind Warehouse Isagarh,Isagarh,AshokNagar	MP	R-23	259.95
				MPWLC Damoh Tendukheda WLC MANDI B1 TENDUKEDA,Tendukheda,Damoh	MP	R-23	320.00
				MPWLC Dewas Khategaon PARAG WAREHOUSE 59,Khategaon,Dewas	MP	R-23	261.95
				MPWLC Damoh Hata G.R.P. WAREHOUSE 01,Hata,Damoh	MP	R-23	44.22
				Total	-		1235.47
	1209.038	91.50 %	1,321.37	MPWLC Dewas Khategaon Pushpdeep Warehouse 39,Khategaon,Dewas	MP	R-23	266.80
				MPWLC Dewas Loharda 02 MPWLC LOHARDA,Loharda,Dewas	MP	R-23	267.35
				MPWLC Dewas Panigaon 01 MPWLC PANIGAON,Panigaon,Dewas	MP	R-23	137.20
Cluster 2				MPWLC Dewas Satwas 02 MPWLC SATWAS,Satwas,Dewas	MP	R-23	336.50
				MPWLC Guna BeenaGanj 4,BeenaGanj,Guna	MP	R-23	150.85
				MPWLC Damoh Hata G.R.P. WAREHOUSE 01,Hata,Damoh	MP	R-23	162.67
				Total	-		1321.37
	1115.540	91.50 %	1,219.18	MPWLC Guna D1,Guna,Guna	MP	R-23	241.00
Cluster 3				MPWLC Guna Maksudangarh maksudhangarh 2,Maksudangarh,Guna	MP	R-23	139.35
				MPWLC Guna Raghogarh SHREE MATRUKA AGRI PRODUCT PVT. LTD.,Raghogarh,Guna	MP	R-23	285.45
				MPWLC Rajgarh Byaora 49 PASHUPATINATH WAREHOUSE,Byaora,Rajgarh	MP	R-23	121.15
				MPWLC Rajgarh Vedika Kisan Seva Kendra 7-A,Rajgarh,Rajgarh	MP	R-23	178.75
				MPWLC Satna Maihar-CWC No. 1 Barmendra Warehouse,Maihar- CWC,Satna	MP	R-23	186.70
				MPWLC Damoh Hata G.R.P. WAREHOUSE 01,Hata,Damoh	MP	R-23	66.78
				Total	-		1219.18
Cluster 4	1175.740	91.50 %	1,284.98	MPWLC Sheopur Baroda BARODA 1,Baroda,Sheopur	MP	R-23	115.50
				MPWLC Sheopur Shyopur 3,Shyopur,Sheopur	MP	R-23	239.15
				MPWLC Sheopur Shyopur 7,Shyopur,Sheopur	MP	R-23	209.05
				MPWLC Sheopur Shyopur	MP	R-23	209.95

		8,Shyopur,Sheopur			
		MPWLC Dewas Tonk Khurd 02 MPWLC,Tonk Khurd,Dewas	MP	R-23	288.75
		MPWLC Rajgarh Narsinggarh S.W.C G.N 4,Narsinggarh,Rajgarh	MP	R-23	143.90
		MPWLC Damoh Hata G.R.P. WAREHOUSE 01,Hata,Damoh	MP	R-23	78.68
		Total	-		1284.98
4,630.759	5,061.00				5061.00