



**National Agricultural Cooperative Marketing Federation of India Ltd.**

**Regd. Office: NAFED House, Siddhartha Enclave**

**Ring Road, Ashram Chowk, New Delhi-110014**

**Telephone EPABX: 011-26340019, 26343366**

**Fax: 091-11-26340261**

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

**Email : [itd@nafed-india.com](mailto:itd@nafed-india.com) & [virenderb@nafed-india.com](mailto:virenderb@nafed-india.com)**

**IEC CODE: 0588034100**

**GSTIN: 07AAAAN4629F2ZP**

**INTERNATIONAL TRADE DIVISION**

**TENDER DOCUMENTS**

**Tender No.: NAFED/ HO/ITD/Fiji/2025-26**

**DATED: 16.06.2025**

**NAFED invites financial bids through email from eligible suppliers through open tender**

**for**

**Export of 5 MT black-eyed cowpea seeds to Fiji on CIP basis on behalf of the  
Ministry of External Affairs**

**LAST DATE & TIME FOR RECEIPT OF QUOTES BY NAFED THROUGH EMAIL  
ONLY AT EMAIL ID [itdtender@nafed-india.com](mailto:itdtender@nafed-india.com): 1200 hrs 23.06.2025**

**DATE & TIME FOR OPENING OF BID: 1230 hrs 23.06.2025**

**BID SHALL REMAIN VALID UPTO 22.07.2025**

**JOINT MANAGING DIRECTOR (ITD)**

**NAFED-HEAD OFFICE**

**NEW DELHI**

**PH- 011-26343366**

## **NOTICE OF DISCLAIMER**

- (i) The information contained in this tender or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this tender 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 tender document has been prepared solely for inviting financial bids from eligible suppliers, NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this tender is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to an applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this tender.
- (iv) Neither NAFED nor its representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this tender Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process. Applicants have to undertake their own studies and provide their bids.
- (v) This tender document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the project in relation to which it is being issued.
- (vi) The information and statements made in this tender document have been made in good faith. Interested parties should rely on their own judgments in participating in the said tender. 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 tender Document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender Document.
- (viii) NAFED reserves the right to reject all or any of the Bids submitted in response to this tender at any stage without assigning any reasons whatsoever.
- (ix) All Applicants are responsible for all costs incurred by them, NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- (x) NAFED reserves the right to modify, suspend, change or supplement this tender at any stage. Any change to the tender will be notified to all the Applicants to whom the tender is issued.
- (xi) Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

### 1. Invitation for bids

NAFED shall undertake supply of 5 MT black-eyed cowpea seeds upto Fiji on CIP basis. For this purpose, NAFED invites financial bids through email from all eligible suppliers as per below details, specifications, and terms & conditions. NAFED shall reserve the right to accept or reject any or all bids without assigning any reason. NAFED also reserves the right to delete/modify/add any clause to this tender document without assigning any reason.

### 2. Required quality specifications

Commodity	Black-eyed cowpea seeds
Quantity	5 MT (Five Metric Tons)
Crop Year	Latest

#### Quality Specification:

S. No	Parameters	Specification Value	Unit	Limit
1)	First picking	35-40	days	—
2)	Average Seed Length	15-18	mm	Minimum
3)	Colour	Charming Green		
4)	Long Soft Pods			
5)	Cluster Bearing variety			
6)	Delicious to eat			
7)	Seeds should be fit for human consumption, free from any off odour, Insect infestation and moth webbing.			

### 3. Packing

- (i) Supplier shall deliver 5 MT black-eyed cowpea seeds in 50kg double layer PP bags as per market standard.
- (ii) The bags must be durable and of the appropriate quality to withstand the wear and tear during transportation and storage as well as preserve the food grain from moisture and any infestation.
- (iii) Net weight of the seeds in each bag shall be 50 Kgs.
- (iv) Stenciling shall be done on the bags. The content for stenciling shall be mentioned in the subsequent Purchase Order. The text shall be clearly & boldly marked on the consignment as well as on each package.
- (v) The consignment shall be packed in appropriately fumigated and hygienically prepared ULDs suitable for air shipment.

#### **4. Terms of Payment**

- (i) Payment of 90% of CIP value shall be release after successful delivery of consignment at the designated warehouse, Fiji and submission of bills and vouchers, proof of delivery viz confirmation receipt, Goods Receipt Note etc. complying with specifications, acceptable quality and Phyto-sanitary requirements.
- (ii) Balance 10% of CIP value and 100% transportation charges, operational expenses and other incidental charges viz. ground handling, insurance, documentation etc.(including any fees/levies/duty) from the loading Airport to the designated Airport, Fiji, shall be released on actuals after successful delivery of consignment submission of bills and vouchers, proof of delivery viz confirmation receipt, Goods Receipt Note etc. complying with specifications, acceptable quality and Phyto-sanitary requirements & receipt of full & final payment from MEA to NAFED.

#### **5. Price**

- (i) Bidder shall quote their rates in prescribed format as at “Annexure-A” for supply of specified seeds in **Indian Rupees (INR) PMT** to Fiji on CIP basis in time-bound manner.
- (ii) The quoted price should be inclusive of all taxes, duties, and levies etc. payable in India.
- (iii) The quoted price shall be inclusive of the cost of seeds, packaging, inland transportation of the packed stock from the Mill/Godown, unloading at the dispatch point, loading into appropriate ULDs (Unit Load Devices), fumigation (to be carried out using Methyl Bromide or as per the destination country’s phytosanitary regulations), all applicable airport handling charges, CHA (Customs House Agent) charges, export documentation and shipping bill filing charges, godown rent (if any), phytosanitary certification charges, health certificate charges (from Export Inspection Agency (EIA) only), insurance, and all other related charges up to the handover of final packed, fumigated, and sealed ULDs to the designated air cargo terminal for onward shipment under CIP terms.
- (iv) The evaluation of the bids shall be carried out on the basis of the total offered prices of seeds as per format Annexure-A.
- (v) Bidders are required to submit their financial bids for full quantity of seeds; bids received for partial quantity shall be summarily rejected.
- (vi) Destination details: Fiji Airport

#### **6. Delivery Period**

- (i) Delivery of the entire consignment by air from Indian Airport is to be done strictly within 20 days from the date of issuance of purchase order.
- (ii) Time is essence of this contract, entire quantities of products must be shipped on Board from Indian airport within stipulated time period, any delay in shipment shall be subject to liquidated damage penalty.
- (iii) Copy of the complete set of export documents shall be required to be submitted with NAFED within 05 calendar days from shipment date.
- (iv) Original documents required to be submitted by supplier to designated (i) officer of MEA/Consignee for issuance of documents related to custom clearance before shipment of the consignment.
  - (a) Customs' Invoice (b) Packing Slip (c) Certificate of origin (d) Phyto-sanitary Certificate (e) Air Waybill (AWB) (f) Health certificate (g) Quality & weight Certificate

## **7. EMD & Security Deposit Amount**

- (i) Interest free Earnest Money Deposit (EMD) of **Rs. 2,00,000/- (Rs. Two Lakh Only)** inclusive of all expenses and taxes is required to be deposited by the each bidder before participation in financial bid, payable through RTGS/NEFT in following bank account of NAFED :-

Beneficiary Name	NAFED
Saving Account No.	10060654277
Center (Location)	NEW DELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi
IFSC Code	IDFB0020102

- (ii) EMD of unsuccessful bidder shall be returned within seven (07) bank working days from date of finalization of bid. No interest shall be paid by NAFED on EMD amount.
- (iii) EMD of successful bidder(s) shall be retained and adjusted by NAFED against security deposit i.e. **5% inclusive GST of total bid value** and balance payment shall be deposited by successful bidder(s) to NAFED within 03 working days from date of award letter issued by NAFED in favour of successful bidder(s). The security deposit shall be refunded after receipt of full & final payment from MEA to NAFED. No interest shall be paid by NAFED on Security deposit amount.
- (iv) If the successful bidder refuses or fails to make deliveries of the seeds 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 successful bidder to proceed with any or all of the remaining part under the agreement to be performed. In such eventuality, NAFED shall forfeit the EMD / Security deposit amount submitted, without giving any written notice.

## **8. Inspection of Goods**

- (i) NAFED at their own cost shall appoint Government Agency or an experienced, well known and international reputed surveyor for pre-shipment survey of the goods at mill/warehouse and cargo loading in containers at preferred Indian Airport.
- (ii) Surveyor shall inspect the seeds and packing material as per the prescribed quality and quantity specifications and issue necessary certificates of (i) Quality, (ii) Quantity , (iii) Weight, (iv) Warranty certificate (v) Carriage cleanliness certificate, etc. However, successful bidder shall be responsible for issuance of Fumigation certificate (to be done with methyl bromide or as per destination country regulations only), Certificate of Origin, Phytosanitary certificate and Health Certificate (from Export Inspection Agency (EIA) only etc. by the concerned Govt. Authorities at their own cost. Certificates so issued shall require to be submitted by the successful bidder to NAFED with complete set of original export documents within 5 calendar days from the date of shipment.
- (iii) Pre-inspection of the relief material to be supplied may also be done by the MEA and NAFED officials.

## **9. Liquidated Damage**

NAFED reserve the right to levy penalty @1% plus GST of total value of balance cargo per week of delay beyond the scheduled delivery date as specified at clause 6 of this tender document and is subject to maximum penalty of 12.50% plus GST of the total contract value or amount equivalent to penalty levied by MEA on NAFED due to delay in supply, whichever is higher. Any such penalty shall be recovered from the bill amount & from the security deposit amount of the successful bidder.

## **10. 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.

## **11. Eligibility Criteria**

- a) Interested applicant must be in possession of valid Seed Export license/registration certificate from concerned statutory authorities.
- b) Applicant may either be a sole proprietorship firm, Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time), a Company (registered under the relevant provisions of Companies Act of 1956 or 2013), a Limited Liability Partnership (duly registered under the LLP Act, 2008) or a Cooperative society (duly registered under the MSCSA, 2002 or any other State Cooperative Act of the concerned State.).
- c) The applicant must have the following registration and certifications :-
  - Valid Import-Export Code (IEC)
  - GST registration certificate
  - Valid FSSAI license
  - A copy of the PAN/TAN No. Certificate
- d) The applicant must have a minimum turn-over of Rs. 5 Crore (Rupees Five Crore only) in preceding financial year 2023-24 from the trade/export of agricultural items and/or articles for which they shall require to furnish a certificate from Chartered Accountant.
- e) The applicant must possess past seed export experience.
- f) The applicants should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services to NAFED and applicants are required to give undertaking in their letter head in this regard.
- g) The applicants shall require to submit an undertaking on companies'/firms' letter head declaring that the applicant has never been blacklisted by any Govt. or autonomous organization with regard to its business in last 10 years and it has never been charged for violation of import and export by Department of Revenue Intelligence, Customs and DGFT, etc.
- h) The applicant must possess all required statutory permissions from concerned State/ Central Government authorities to undertake Import/Export of the mentioned commodities.
- i) The applicant should not have been prosecuted for violation of rules / laws under the Essential Commodities Act or any such other laws or orders there under in any court of law.
- j) Applicant must have positive net worth in preceding three years for which they shall require to furnish a certificate from Chartered Accountant.

## 12. Other Terms & Conditions

- (i) Bids shall be sent through e-mail only in a password protected .pdf file at email id [itdtender@nafed-india.com](mailto:itdtender@nafed-india.com), mentioning subject as **"BID FOR TENDER No.: NAFED/HO/ITD/Fiji/2025-26 dated 16.06.2025"**. Any email marked to other emails and/or copy to any other email shall be liable for rejection.
- (ii) Seeds should be of Indian origin only.
- (iii) Seeds to be supplied does not contain labeling or any mark from other country.
- (iv) Violation in any terms & conditions of this tender document is not allowed.
- (v) The successful bidder is required to closely interact and coordinate with the concerned officials of NAFED for status update of consignment.
- (vi) The successful bidder shall require executing a separate Agreement with NAFED as per **Annexure-B**. The terms & conditions of the tender documents shall be read in tandem with Agreement as per **Annexure-B**.
- (vii) Successful bidder shall submit complete set of export documents in three copies each to designated officer of NAFED within 5 calendar days after shipment from Indian sea port.
- (viii) NAFED shall reserve the right to accept or reject any or all bids without assigning any reason.
- (ix) NAFED reserves the right to delete/modify/add any clause to this tender document without assigning any reason.
- (x) Bids shall be opened on the due date & time in the presence of representatives of the bidders, if any.
- (xi) Bidder shall also require to submit one copy of this tender notice duly stamped & signed on each page by the authorized signatory along with their financial bid as a token of acceptance of terms & conditions of this tender document.
- (xii) Financial Bid shall be stamped and signed properly mentioning name, designation and contact details of signing authority.
- (xiii) Successful Bidder shall not assign or sub-let the supply of seeds under this agreement or any part thereof to any other supplier or exporter.
- (xiv) In all export documents, NAFED's name must be kept as exporter/consignor.
- (xv) Bidder shall indemnify NAFED in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them.
- (xvi) The successful bidder will ensure that there is no overloading of stock in trucks / carrier in India and destination country. Any penalty imposed owing to overloading of trucks/carrier, shall be borne by the successful bidder.
- (xvii) It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- (xviii) The bid documents shall be governed and construed in accordance with the Indian Laws.
- (xix) Any additional charges/ penalty i.e. fumigation/quantity shortage, Quality rejection in India, load port/discharge port or destination country shall be borne by the successful bidder.
- (xx) Seeds procured by any Agency of Government of India under any of the Public Procurement Programmes shall not be used for the subject supply/export.
- (xxi) Successful bidder shall ensure that all relevant WTO norms shall be duly adhered to for the subject supply/ export.
- (xxii) Fumigation will be done by Methyl Bromide or as per destination country regulations only.
- (xxiii) Health Certification will be done only by Export Inspection Agency.

**13. Documents required to be uploaded with Bid/Quotation:**

- (i) Quotes in the prescribed **format at “Annexure-A”** on the letterhead of the company/firm duly stamped and signed by the Authorized Signatory.
- (ii) Copy of this tender document duly stamped and signed by the Authorized Signatory.
- (iii) Proof of payment of EMD amount.
- (iv) Undertaking for not utilizing stock procured under Public Procurement Programmes as per **Annexure-C**
- (v) Integrity Pact Agreement on the letter head of the company/firm duly stamped and signed by the Authorized Signatory as per **Annexure-D** of this tender document.

**14. Procedure of the electronic submission of Bids**

- (i) Bidder shall be required to submit all documentary requirements as listed in point no. 13 of the enclosed tender notice **in .pdf format only** duly signed & stamped by the Authorized Signatory. Required documents must be sent only through email at email ID [itdtender@nafed-india.com](mailto:itdtender@nafed-india.com) from their registered email ID with NAFED. Bids received from email ID other than registered email ID with NAFED or marked to other emails and/or copy to any other email shall be liable for rejection.
- (ii) To ensure security of the bid proposal, Bidder shall compress their files using winrar and format the extension to **.rar file** for uniformity with an assigned Bidder password. **Bids received without password shall be liable for rejection.**
- (iii) Passwords will be provided by the Bidder to NAFED’s officials only during the actual opening of the Bids through in person or telephonic call at Mobile no. 9873436627.

**15. Validity of Bid:** The bid shall remain valid up to **22.07.2025**

**16. Last date & time for receipt of Bid by NAFED**

- (i) Financial bid must be received by NAFED from the interested eligible suppliers through email ID at [itdtender@nafed-india.com](mailto:itdtender@nafed-india.com) upto **1200 hrs, 23.06.2025**
- (ii) Email received after the last date & time shall not be considered.
- (iii) NAFED shall not be liable for any reason of delay in receipt of email from the prospective bidder(s).

**17. Opening date & time of Bids**

Received bids shall be opened **on 23.06.2025 on 1230 hrs** by the committee in the presence of representatives of the bidder, if any at NAFED Head Office, New Delhi.

**18. 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.



**19. Force Majeure**

- (i) 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.
- (ii) 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.
- (iii) 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.

**20. Integrity Pact**

All interested bidder will be required to sign and submit Integrity Pact along with their bid. It will be assumed that bidder(s) has gone through the Integrity Pact (**Annexure-D**) of this tender documents) and have no objections whatsoever in signing the contract.

**21. Holiday Listing**

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

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**END OF TENDER DOCUMENTS**

**(On the Letterhead of the Company)  
Financial Bid Quotation**

Date :-

The Joint Managing Director(ITD),  
NAFED Head Office,  
Siddhartha Enclave, Ashram Chowk  
New Delhi

Dear Sir,

This has reference to your tender no \_\_\_\_\_ for Export of 5 MT black-eyed cowpea seeds to Fiji on CIP basis on behalf of the Ministry of External Affairs.

2. We hereby quote our rates in Indian rupees for supply of 5 MT black-eyed cowpea seeds as per details given below:-

S.No.	Item	Value in INR per MT	Total Value (INR)
01.	CIP (in INR) (Include. Transportation charges, operational expenses and other incidental charges viz. ground handling, insurance, documentation etc (including any fees/levies/duty) from the load Airport to the designated Airport)		
	<b>Total Price i.e. CIP , Fiji</b>		

- ✓ The above rates are inclusive of the cost of seeds, packing, transportation of the packed stock from the Mill/Godown to the designated Indian airport, loading of cargo into ULDs or air cargo pallets, fumigation (if applicable), all airport handling charges, CHA charges, Shipping Bill filing charges, godown rent (if any), Phytosanitary certification charges, Health certification charges, documentation charges, and any other associated expenses up to the handover of the final fumigated, certified, and customs-cleared cargo to the airline at the airport cargo terminal.
- ✓ Bidders are required submit their financial bids for full quantity of seeds; bids received for partial quantity shall be summarily rejected.
- ✓ Above charges are also inclusive of all duties, tax and levies payable in India and Fiji.
- ✓ It is understood that, the evaluation of the bids shall be carried out on the basis of the offered total prices

Place of Issue :

Date of Issue :

(Name & Signature of the Authorized Signatory)  
Designation  
Mobile No. :-  
Email ID :-

**(Agreement to be executed between NAFED and Successful Bidder)**

**MEMORANDUM OF AGREEMENT**

(Export of 5 MT black-eyed cowpea seeds to Fiji on CIP basis on behalf of the Ministry of External Affairs)

**THIS AGREEMENT is made and entered into at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 BY and BETWEEN:**

National Agricultural Cooperative Marketing Federation of India Ltd., 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, through its **(Designation)** , **(Name)** duly authorized, (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**

\_\_\_\_\_, a Limited/Private/Partnership/Proprietorship firm registered under the provisions of Companies Act of 1956 and/or 2013/ Partnership Act , having its Regd. Office at \_\_\_\_\_ through its **(Designation)**, **(Name)**, resident of \_\_\_\_\_ duly authorized (hereinafter referred to as "SUPPLIER ") which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

**RECITALS**

**WHEREAS:**

- A. NAFED is an apex level organization of Agricultural Marketing Cooperatives in India to organize, promote and develop marketing , processing and storage of agricultural, horticultural and forest produce, undertake inter- state and export of agricultural produce. NAFED is also one of the Central Nodal Agency for procurement of notified agricultural commodities under Price Stabilization Fund (PSF) on behalf of Govt. of India. NAFED also procures Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
- B. NAFED Export of 5 MT black-eyed cowpea seeds to Fiji on CIP basis on behalf of the Ministry of External Affairs.
- C. For the purpose, NAFED invited financial bids from the eligible suppliers vide tender reference no. \_\_\_\_\_.
- D. Supplier submitted its bid in format prescribed by NAFED and has been shortlisted by NAFED for supply of 5 MT black-eyed cowpea seeds upto loading of cargo in Containers at

Indian Airport CFS and handover of Stuffed/fumigated containers at Fiji time-bound manner.

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. Quantity**

Export of 5 MT black-eyed cowpea seeds to Fiji on CIP basis on behalf of the Ministry of External Affairs.

**2. Quality Specification**

Commodity	Black-eyed cowpea seeds
Quantity	5 MT (Five Metric Tons)
Crop Year	Latest

S. No	Parameters	Specification Value	Unit	Limit
	First picking	35-40	days	-
2)	Colour	Charming Green		
3)	Average Grain Length	15-18	mm	Minimum
4)	Long Soft Pods			
5)	Cluster Bearing variety			
6)	Delicious to eat			
7)	Seeds should be fit for human consumption, free from any off odour, Insect infestation and moth webbing.			

**3. Packing**

- (i) Supplier shall deliver 5 MT black-eyed cowpea seeds in 50kg double layer PP bags as per market standard.
- (ii) The bags must be durable and of the appropriate quality to withstand the wear and tear during transportation and storage as well as preserve the food grain from moisture and any infestation.
- (iii) Net weight of the seeds in each bag shall be 50 Kgs.
- (iv) Stenciling shall be done on the bags. The content for stenciling shall be mentioned in the subsequent Purchase Order. The text shall be clearly & boldly marked on the consignment as well as on each package.

- (v) The consignment shall be stuffed in fumigated containers. Supplier is also required to provide necessary Phyto-sanitary, quality and fit to consumption certificate

The supplier has to ensure supply of 2% empty bags with the consignment.

#### **4. Marking**

- (i) Bag design artwork shall be shared with Successful Bidder.  
(ii) It should be clearly and boldly marked as indicated below on the consignment as well as on each bag “\_\_\_\_\_”.  
(iii) It should also be clearly mentioned on the consignment as well as on each bag that \_\_\_\_\_.

#### **5. Period Of Delivery**

- (i) The entire quantity of seeds stuffed in containers must be handover to shipping line latest by\_\_\_\_\_.  
(ii) Time is essence of this contract, any delay in handover of containers shall be subject to liquidated damage penalty. Successful bidder must ensure to effect the delivery/handover of stuffed containers at earliest possible before \_\_\_\_\_and take acknowledgement from Shipping line on handover of containers mentioning date of container handover.  
(iii) Copy of complete set of export documents shall be required to be submitted with NAFED within 05 calendar days from shipment date.

#### **6. Price**

- (i) Bidder shall quote their rates in prescribed format as at “Annexure-A” for supply of specified seeds in **Indian Rupees (INR) PMT.**  
(ii) The quoted price should be inclusive of all taxes, duties, and levies etc. payable in India.  
(iii) The quoted price should be inclusive of cost of seeds, packing, transportation of packed stock from Mill/Godown to the preferred Airport CFS, Unloading at Godown, Loading of seeds into containers, Fumigation, all CFS charges, CHA charges, Shipping Bill filling charges, godown rent, if any, Phytosanitary charges, Fumigation charges (to be done with Methyl Bromide or as per destination country regulations only), Health certification charges (from Export Inspection Agency (EIA) only), documentation charges and any other related charges upto handover of final stuffed-fumigated-sealed containers at designated warehouse.  
(iv) The evaluation of the bids shall be carried out on the basis of the total offered prices of seeds as per format Annexure-B.  
(v) Bidders are required submit their financial bids for full quantity of seeds; bids received for partial quantity shall be summarily rejected.

#### **7. Submission of Shipping Documents & Shipping Advice**

Copy of the complete set of export documents shall be required to be submitted by email with NAFED on email id [itd@nafed-india.com](mailto:itd@nafed-india.com) within 05 calendar days from delivery date.

#### **8. Inspection & Certification:**

- (i) NAFED at their own cost shall appoint Government Agency or an experienced, well known and international reputed surveyor for pre-shipment survey of the goods at mill/warehouse and cargo loading in containers at preferred Indian Airport.  
(ii) Surveyor shall inspect the seeds and packing material as per the prescribed quality and quantity specifications and issue necessary certificates of (i) Quality, (ii)

Quantity & Weight, (iv) Warranty certificate (vi) Container cleanliness certificate, etc. However, successful bidder shall be responsible for issuance of Fumigation certificate (to be done with methyl bromide or as per destination country regulations only), Certificate of Origin, Phytosanitary certificate and Health Certificate (from Export Inspection Agency (EIA) only etc. by the concerned Govt. Authorities at their own cost. Certificates so issued shall require to be submitted by the successful bidder to NAFED with complete set of original export documents within 5 calendar days from date of shipment.

(iii) Pre inspection of the relief material to be supplied may also be done by the MEA and NAFED officials.

## **9. Liquidated Damage**

NAFED reserve the right to levy penalty @1% plus GST of total value of balance cargo per week of delay beyond the scheduled delivery date as specified at clause 6 of this tender document and is subject to maximum penalty of 12.50% plus GST of the total contract value or amount equivalent to penalty levied by MEA on NAFED due to delay in supply, whichever is higher. Any such penalty shall be recovered from the bill amount & from the security deposit amount of the successful bidder.

## **10. Defaults & Damage**

(i) If the Supplier refuses or fails to make deliveries of the seeds 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 agreement 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.

(ii) If the goods are not delivered within the contracted period of delivery or stipulated arrival period, the supplier 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, Overseas countries and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

## **11. Insurance**

The supplier shall be responsible and liable for all the matters related to insurance upto safe handover of containers to shipping line and loading of containers on board in vessel at shipment to Fiji.

## **12. Indemnification:**

The Supplier 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 Service Provider in respect of the services provided etc., whatsoever.

## **13. Force Majeure**

- (i) If at any time during the existence of this Agreement either party is unable to perform in whole or in part any obligations under this Agreement 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.
- (ii) If operation of such circumstances exceed three months either party will have the right to refuse further performance of the Agreement in which case neither party shall have the right to claim eventual damages.
- (iii) 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 Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers 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 sellers for not performing their obligation under the Agreement.

#### **14. Non-Performance & Cancellation of Contract**

- (i) In the event of non-supplying/low quality supply of the seeds wholly or partly under the agreement the Supplier shall be held responsible for any consequential loss causing to NAFED and shall be recovered from the Supplier. Further, the Supplier will be declared as "Black Listed" from NAFED's Panel.
- (ii) If the Supplier fails to deliver entire consignment as per contractual terms on for any reason(s) other than Force Majeure, NAFED at its own discretion only shall entitle to cancel the contract and recover the damages besides forfeiture of Security deposit amount submitted by the supplier. NAFED shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

#### **15. Security Deposit**

- (i) Interest free security amount equivalent to 05% inclusive GST of total contract value amounting **INR...../- (INR..... Only)** deposited by supplier by two RTGS no .....dated .....(as EMD at time of bidding) & RTGS no .....dated .....(within 03 working days from date of award letter issued by NAFED) in following bank account of NAFED :-

Beneficiary Name	NAFED
Saving Account No.	10060654277
Center (Location)	NEW DELHI
Bank	IDFC FIRST BANK
Branch	New Friends Colony Branch South Delhi

(ii) Security deposit amount shall be refunded after receipt of full & final payment from MEA to NAFED. No interest shall be paid by NAFED on security deposit amount.

#### **16. Effectiveness**

This contract shall come into force with immediate effect from the date of signing by the Supplier and NAFED and shall remain valid until the receipt of full & final payment from MEA to NAFED.

#### **17. INTERPRETATION OF THE CLAUSES IN THIS BID DOCUMENTS**

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 Supplier.

#### **18. Other Conditions**

- i. The commodities to be supplied must be of Indian origin only.
- ii. Violation in any terms & conditions of this Agreement is not allowed.
- iii. The Supplier is required to closely interact and coordinate with the concerned officials of NAFED for status update of consignment.
- iv. Supplier shall submit complete set of export documents in three copies each to designated officer of NAFED within 05 calendar days of shipment.
- v. Supplier may not assign or sub-let the supply of seeds under this agreement or any part thereof to any other supplier or exporter.
- vi. In all export documents, NAFED's name shall be in the name of exporter and supplier's name shall be in the name of Associate Exporter.
- vii. Supplier shall indemnify NAFED in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them.
- viii. Supplier will ensure that there is no overloading of stock in trucks / containers in India and destination country. Any penalty imposed owing to overloading of trucks/containers, shall be borne by the successful bidder.
- ix. It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- x. This agreement shall be governed and construed in accordance with the Indian Laws.
- xi. Any additional charges/penalty i.e. fumigation/quantity shortage, Quality rejection in India, load port/discharge port or destination country shall be borne by the successful bidder.
- xii. Seeds procured by any agency of Government of India under any of the Public Procurement Programmes shall not be used for the subject supply/export.
- xiii. Successful bidder shall ensure that all relevant WTO norms shall be duly adhered to for the subject supply/ export.
- xiv. Fumigation will be done by methyl bromide or as per destination country regulations only.
- xv. Health Certification will be done only by Export Inspection Agency

#### **19. General Provisions:**

- a. **Governing Laws:** This agreement will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of



laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this agreement may be brought in a court at New Delhi.

- b. **Compliance with Laws, Notifications etc:** Supplier confirms that it has entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the Supplier has familiarized itself with all the aforesaid and other applicable 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 agreement, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this agreement.
- d. **Severability:** If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 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 'Supplier or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Agreement 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 Supplier of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Agreement.
- 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 Supplier agrees and understands that terms and conditions of the 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 'Procuring Society.

- ii. The NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Agreement and also Schedules and/or Annexure 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 agreement between the parties relating to the subject matter hereof. This agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. No supplement, modification or amendments of this agreement shall be binding unless executed in writing by both parties in this agreement. In the event of conflict of provisions of the main body of the agreement and attached annexure, specification or other materials, this agreement 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 New Delhi after the copies duly executed by Supplier is received by Nafed. Hence, this agreement shall be deemed to have been executed at New Delhi even if the Supplier has prior thereto executed this agreement at any place(s) other than New Delhi.
- k. This Agreement shall be executed in duplicate with one original each being retained by parties hereto.

## **20. PREVENTION OF FRAUD AND CORRUPTION**

- (i) The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Supplier agree and undertake to observe the principles/provisions as laid down in "Holiday Listing Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- (ii) The Supplier shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (iii) The Supplier shall not enter with other supplier into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- (iv) The Supplier shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Supplier will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- (v) The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud

Prevention Policy or be an accessory to such offences.

- (vi) The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

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

- (i) This Agreement 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 agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- (ii) All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.
- (iii) Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

## **22. 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 Supplier through its ....., ..... S/o late ..... who has duly been authorized by the Supplier 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 Supplier

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**(On the Letterhead of the Company/Firm )**  
**Undertaking for not utiizing stock procured under Public Procurement Programmes**

To  
The Managing Director,  
NAFED  
Siddhartha Enclave,  
Ashram Chowk

Dear Sir,

This has reference to your tender no. \_\_\_\_\_ for supply of seeds to Fiji on behalf of MEA. In complaince to the terms & conditions of the aforementioned tender, we hereby undertake that M/s **(name of the bidder)** will not use seeds procured by any Agency of Government of India under any of the Public Procurement Programmes for this export/supply. We also undertake that all relevant WTO norms shall be duly adhered and followed for the subject supply/ export.

For (Name of the Company/Firm )

(Name & Signature of the Authorized Signatory)  
Designation

Place of Issue :  
Date of Issue :

**INTEGRITY PACT**

(on the non judicial stamp paper of Rs.100/- or on the letterhead of the company / firm)

Between

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Buyer House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, hereinafter referred to as “NAFED”,

and

\_\_\_\_\_, a limited/Private/Partnership/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 “SELLER ”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

**Preamble**

NAFED is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS). NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India. NAFED has been designated as State Trading Enterprise (STE) vide Foreign trade policy (FTP) 2015-20.

NAFED has invited tender no. NAFED/HO/ITD/Fiji/2025-26/01 DATED: 16.06.2025 for Export of 5 MT black-eyed cowpea seeds to Fiji on CIP basis on behalf of the Ministry of External Affairs and intends to award contract/s for purchase of the same under laid down organizational procedures, NAFED values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders/contractors.

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

**Section 1 – Commitments of NAFED**

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

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.

## Section 2 – Commitments of the Bidder/Contractor

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 contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, NAFED shall be entitled to disqualify the

Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If 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.

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(For & On behalf of NAFED)

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(For & on behalf of the Supplier)

(Office Seal)

(Office Seal)