



NAFED

60 Years in Service

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**NAFED THROUGH ITS
INTERNATIONAL TRADE DIVISION**

**INVITES
EXPRESSION OF INTEREST (EOI)**

**FOR EMPANELMENT OF EXPERIENCED EXPORTERS
WITH NAFED FOR SUPPLY/EXPORT OF VARIOUS
AGRICULTURAL COMMODITIES AND ARTICLES.**

EOI REF. NO.: HO/ITD/EOI/SUPPLIER-EMP/7-73/ 2019-20/01

Dated: 28th January, 2020

**Manager (ITD)
NAFED- HEAD OFFICE**

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF EXPERIENCED EXPORTERS WITH NAFED FOR SUPPLY/EXPORT OF VARIOUS AGRICULTURAL COMMODITIES AND ARTICLES.

1. NOTICE OF DISCLAIMER

- (i) The information contained in this EOI 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 EOI document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this EOI 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 EOI document has been prepared solely to assist prospective Applicants in making their decision to get empanelled with NAFED. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this EOI is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to a Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI.
- (iv) Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Applicants have to undertake their own studies and provide their bids.
- (v) This EOI Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
- (vi) The information and statements made in this EOI document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
- (vii) The EOI 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 EOI Document.

- (viii) NAFED reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- (ix) All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- (x) NAFED reserves the right to modify, suspend, change or supplements this EOI at any stage. Any change to the EOI will be notified to all the Applicants to whom the EOI is issued.
- (xi) Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.
- (xii) As this is an unended ongoing process of empanelment, there is no fixed date for opening of EOI. The submitted EOI completed in all respect shall be opened and evaluate periodically and the applicant will be informed accordingly.

2. OVERVIEW

NAFED undertakes export/supply of various agricultural commodities and articles (any non agricultural item required to be supplied as humanitarian assistance on behalf of Ministry of External Affairs) to various countries across the world for the purpose nafed invites applications from experienced exporters across India for empanelment with NAFED.

The application form is enclosed at Annexure-A. Interested parties may submit their application form with required documents as at Annexure-B. **NAFED reserves its right to accept or reject any or all the applications without assigning any reason.**

- (i) Interested Parties shall submit their application in the prescribed format (duly filled in) along with supporting documents to: -

**Managing Director
NAFED Head Office
Siddhartha Enclave, Ashram Chowk
Ring Road, New Delhi -14**

- (ii) The application must be accompanied with non-refundable processing fee of Rs.10,620/- (Rupees Ten Thousand Six Hundred Twenty Only) inclusive GST(Rs.9000/- + Rs.1620/- GST) through DD in favor of National Agricultural Cooperative Marketing Federation of India Ltd. drawn on any Nationalized / schedule commercial bank payable at New Delhi. Processing fee can also be deposited through RTGS/NEFT in favour of NAFED in Bank account as per details given below:-

Name of the Beneficiary	:	NAFED
Name & Address of the Bank	:	Yes Bank Ltd., Chanakyapuri Branch, New Delhi.
Saving Account No.	:	000394600000220
IFSC Code	:	YESB0000003

- (iii) NAFED shall constitute an Evaluation Committee which shall examine and evaluate the documents so received from interested applicants on the basis of parameters of eligibility criteria defined in this EOI and other specified requirements.
- (iv) As per the requirement, NAFED shall call bids from the empanelled parties only by means of offline tenders or online e-auctions. The tenders/e-auctions documents will provide complete details of the work scope like quantity, quality, packaging specifications, terms & conditions etc. separately.
- (v) NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of tender process. The EOI is not the subject of any process of contract or any contractual obligations between NAFED and the applicant.

3. INTRODUCTION

- (i) National Agricultural Cooperative Marketing Federation of India Limited (NAFED), is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS). NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
- (ii) NAFED has been designated as State Trading Enterprise (STE) vide Foreign trade policy (FTP) 2015-20.
- (iii) In order to cater need to export of various agricultural commodities and articles NAFED invites applications to empanel experienced exporters, meeting minimum eligibility criteria for supply/export of various agricultural items and articles from India on behalf of NAFED.

4. MINIMUM ELIGIBILITY CRITERIA FOR EMPANELMENT

- (i) Interested applicant must be in possession of valid license/registration certificate from concerned statutory authorities.
- (ii) 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.).
- (iii) Applicant must possess all required statutory permissions from concerned State/ Central Government authorities to undertake export of the mentioned commodities.
- (iv) The applicant must have the following registration and certifications :-
 - a) Valid Import-Export Code (IEC)
 - b) GST registration certificate
 - c) Valid FSSAI license
 - d) A copy of the PAN/TAN No. Certificate

- (v) The applicant must have a minimum turn-over of Rs. 20 Crore (Rupees Twenty Crore only) in preceding financial year from the trade/export of agricultural items and/or articles.
- (vi) 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.
- (vii) 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.
- (viii) The applicant must possess all required statutory permissions from concerned State/ Central Government authorities to undertake Trade/Export of the mentioned commodities.
- (ix) 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.
- (x) Applicant must have positive net worth in preceding three years for which they shall require to furnish a certificate from Chartered Accountant in original.

5. DOCUMENTS REQUIRED FOR EMPANELMENT

- (i) Application form duly filled, stamped and signed by authorized signatory of the company / firm.
- (ii) Proof for remittance in case of RTGS/NEFT or Demand draft of Rs.10,620/- (Rupees Ten Thousand Six Hundred Twenty Only) towards non refundable fee.
- (iii) Self-Attested copy of valid registration certificate confirming its registration with the Registrar of Companies.

OR

- Self-Attested copy of valid registered/notarized partnership deed, if applicant is partnership firm.
- (iii) Self attested & stamped copy of GST registration certificate.
- (iv) Self-Attested & stamped copy of PAN card of the company /firm.
- (v) Self attested & stamped copy of IEC code & RCMC certificate.
- (vi) Self attested & stamped copy of FSSAI license, if applicable.
- (vii) If applicant is a company registered under the relevant provisions of Companies Act of 1956 or 2013, self attested & stamped copy of certificate of incorporation along with copy of MOA/AOA are required to be submitted. If applicant is Partnership firm registered under the provisions of Indian Partnership Act of 1932 as amended from time to time, self attested & stamped copy of registered / notarized partnership is required to be submitted.
- (viii) Self attested & stamped copies of export order(s) executed in the last three years (Copies of Purchase-sale order/Export Invoices/ Bill of Ladings / Shipping Bills etc.)
- (ix) Self attested & stamped copy of valid address proof of the firm/company.
- (x) Self attested & stamped copy of certification like ISO, MSME, HACCP etc., if any.
- (xi) Self attested copy of Aadhar card of authorized signatory.

- (xii) Original Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
- (xiii) Original Turnover certificate for the last three preceding financial years issued by Chartered Accountant as per enclosed format at “C”.
- (xiv) Copy of cancelled cheque of the company/firm.
- (xv) Self attested & stamped copy of this EOI as a token of acceptance of terms & conditions of this EOI.
- (xvi) Solvency Certificate issued by their banker.
- (xvii) List of Directors / Partners of the company/firm as per attached format at “D”.
- (xviii) Self Declaration on letter head of the company / firm for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- (xix) Self Declaration on letter head of the company / firm for not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in the e-auctions.
- (xx) Self Declaration on letter head of the company / firm for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
- (xxi) Self Declaration on letter head of the company / firm for not being under liquidation, court receivership and/or similar proceeding.
- (xxii) Self attested & stamped copy of last three years audited Balance Sheet and Profit & Loss Account of the company / firm including Auditor’s Report

6. EVALUATION OF APPLICATIONS AND EMPANELMENT

- (i) NAFED shall evaluate details submitted by the interested applicants and examine the documents provided vis-a-viz requirements specified in the document. NAFED reserves its right to accept or reject any or all the applications and/or ask for any additional and/or missing documents from the interested applicant(s).
- (ii) The selected parties will be informed regarding acceptance of their application(s) by e-mail and then they shall be required to sign the empanelment agreement with NAFED as per attached format at “E”.
- (iii) Empanelled applicants will further get registered on NAFED e-portal i.e. nafed.agribazaar.com by NAFED and will be provided a unique Log in ID and password.
- (iv) As per requirement, NAFED shall call financial bids from the empanelled members by means of offline tenders or online auctions. The tenders/auctions documents will provide complete details of the scope of work like quantity, quality, packaging specifications etc and all other terms & conditions.
- (v) Only empanelled exporters and member cooperative federations/societies, at their own discretion, can participate in that particular tenders/e-auctions invited by NAFED from time to time.

7. TERM OF EMPANELMENT

Two years from the date of empanelment which may be extended further for another two years at the sole discretion of NAFED based on the satisfactory performance of the exporter. However, the empanelment of exporter can be terminated prior to stipulated period or thereafter without assigning any reason with one month notice.

8. **GENERAL TERMS**

- (i) The empanelled applicant shall keep NAFED indemnified at all times in all respect against any claims/liabilities/proceedings etc. from any third party or otherwise arising out/or in connection with this EOI.
- (ii) The Applicant hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI. All disputes arising out of this EOI shall be decided in accordance with the laws of Republic of India.
- (iii) In case of violation of terms and conditions of the EOI, violation of statutory regulations, local & Maritime laws, NAFED reserves the right to terminate the empanelment as per this EOI.
- (iv) NAFED reserves the right to summarily reject or accept any or all applications received under this EOI without giving any reasons thereof. Incomplete applications are liable to be rejected.
- (v) NAFED reserves the right to terminate the empanelment within validity of agreement/contract without assigning any reason thereof.
- (vi) All documents submitted with NAFED must be serial numbered, stamped and signed by the Authorized Signatory only and are required to be filled in Annexure-B.
- (vii) Empanelled applicant shall be required to sign an empanelment agreement with NAFED as per attached format at “E”.
- (viii) NAFED will not be responsible for any cost/expenses incurred by applicant in respect of preparation /submission of EOI.

9. **APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION**

- (i) This EOI and award of work under this EOI shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Delhi and High court of Delhi shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this EOI including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

- (iii) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between NAFED and selected Applicants after bidding and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this EOI.

10. FORCE MAJEURE

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the EOI , party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the EOI wholly or to the extent of non-performance, as the case may be.

End of EOI

Application Form

1. Demographics

Empanelment required for (for agricultural or for articles or for both)	
Name of the Company / Firm	
Firm type (Sole Prop/ Partnership/ Company)	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of firm / Company	
GST Registration No.	
Import Export Code	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	
DD /RTGS/NEFT No. Dated	
Amount	
Drawn on (Bank's Name)	

Financials

(Rs. In Lakhs)

Particulars	FY-----	FY----	FY ----
Sales turnover (Domestic)			
Sales turnover (Export)			
Total Turnover (Domestic / Export)			
Profit After Tax (PAT)			
Net worth			

Export Details

a. for Agri Commodities	FY-----	FY----	FY---
Commodities exported (Name of the commodity)			
Exported to countries (Name of the countries)			
Value of the Agri. commodity exported (Rs. Crore)			
Quantity of the Agri. Commodity (in MT)			
b. for Articles	FY	FY	FY
Products exported (Name of the products)			
Exported to countries (Name of the countries)			
Value of the products exported (Rs. Crore)			
Quantity of the products exported			

Details of Documents submitted with EOI

S.No.	Particulars	Enclosures Page no. From – to
01	Application form duly filled, stamped and signed by authorized signatory of the company / firm.	
02	Processing fee details	
03	Self attested & stamped copy of last three years audited Balance Sheet and Profit & Loss Account of the company / firm including Auditor's Report	
04	Self attested & stamped copy of GST registration certificate.	
05	Self attested & stamped copy of IEC code & RCMC certificate	
06	Self attested & stamped copy of FSSAI license, if applicable	
07	Self attested & stamped copy of PAN of the company/firm.	
08	Self attested & stamped copy of MOA/AOA/Partnership deed	
09	Self attested & stamped copies export orders executed in the last three years.	
10	Self attested & stamped copy of valid address proof of the firm/company.	
11	Self attested & stamped copy of certification like ISO, MSME, HACCP etc. ,If any.	
12	Self attested copy of Aadhar card of authorized signatory.	
13	Original Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.	
14	Original Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per format "C".	
15	Self attested & stamped copy of this EOI as a token of acceptance of terms & conditions of this EOI.	
16.	Solvency Certificate issued by their banker.	
17	List of Directors / Partners of the company/firm as per attached format at "D".	
18.	Self Declaration on letter head of the company / firm for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.	
19.	Self Declaration on letter head of the company / firm for not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in the e-auctions.	
20.	Self Declaration on letter head of the company / firm for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.	
21.	Self declaration on letter head of the company / firm for not being under liquidation, court receivership and/or similar proceeding.	
22.	Copy of cancelled cheque of the company/firm.	

Format of certificate to be issued by Chartered Accountant

The Managing Director
NAFED
Head Office,
New Delhi

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

S.No.	Particulars	F.Y.....		F.Y.....		F.Y	
		Qty (MT)	Value (Rs.in lakh)	Qty (MT)	Value (Rs.in lakh)	Qty (MT)	Value (Rs.in lakh)
01.	Domestic Turnover						
02.	Export Turnover						
03.	Total Turnover (1+2)						
04.	Net Worth	-----		-----		-----	

For (Name of the Chartered Company /Firm)

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

Place of Issue :
Date of Issue :

(On the letterhead of the company/firm)

Details of Director(s) / Partner(s)

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

MEMORANDUM OF AGREEMENT

(For Empanelment of Exporters for exporting Agricultural commodities and Articles to various overseas buyers including foreign Govts.)

This Service Agreement is entered at New Delhi on this..... day of 2019 BY and BETWEEN:

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Buyer House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, represented by, Sh., who is authorized to sign this agreement of behalf of the NAFED , (hereinafter referred to as the “NAFED” which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its representatives, nominees, affiliates, successors in business and permitted assigns) of the First part .

AND

_____, a Limited/Private/Partnership Firm/Sole/Proprietorship/
Cooperative society registered under the provisions of Companies Act of 1956 and/or 2013/
Partnership Act, 1932, having its Regd. Office at _____
through its (Designation), (Name) , resident of _____
duly authorized (hereinafter referred to as “EXPORTER ”) which expression shall unless
otherwise repugnant to the context or meaning thereof include and always be deemed to
include its successors and assignees) of the second part.

RECITALS

Whereas:

- A. National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization of marketing cooperatives in India. NAFED is also one of the central agency 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.
- B. In order to cater need of various agri-commodities and articles (any non agricultural item required to be supplied as humanitarian assistance on behalf of Ministry of External Affairs) to different countries, NAFED shall undertake export to various Countries across world.
- C. For this purpose, NAFED had invited EOI to empanel reputed exporters across India for supply of agricultural commodities and articles to various countries across the world.
- D. Exporter has submitted its details in the format prescribed by NAFED along with various supporting documents as required in EOI datedand has been shortlisted by NAFED for empanelment so as to participate in bidding for honouring export orders on behalf of NAFED may post in future.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. Interpretations.

- a) The headings in the Agreement are inserted for convenience only and shall be ignored in construing the Agreement.
- b) Unless the context otherwise requires, words (including words defined herein) denoting the singular number shall also include the plural number and vice versa, and words denoting any gender shall include any other gender.
- c) All references to any document or agreement are to be construed as references to such document or agreement as amended, varied, modified or supplemented from time to time and any document or agreement in addition to or in substitution thereof.

2. Empanelment of Exporter

- a) NAFED acknowledges that, it had received the application from Exporter in prescribed format along with all supporting documents as mentioned in EOI dated NAFED has completely scrutinized the documents submitted by the and declares Exporter “successful” as he fulfills the required eligibility conditions specified by NAFED in the EOI document.
- b) NAFED hereby undertakes and agrees to empanel the Exporter and allows the exporter so as to participate in bidding for export contracts NAFED may post in future.

3. Scope of Services of Exporter :

a) Registration on e-portal of NAFED.

- i. Empanelled exporter will be required to get themselves registered on electronic portal appointed by NAFED for participation in online bidding process for various export contracts.
- ii. Exporter will submit online/offline bids with NAFED through its authorized person only as and when required.
- iii. Exporter has paid one-time registration fee of Rs..... with NAFED by way of DD/NEFT to NAFED on vide UTR No. in Nafed’s Bank Account no.....

b) Participation in bidding process.

- i) Exporter will be intimated by NAFED about the tenders/contracts through emails on registered email ids.
- ii) The tenders/contracts so floated by NAFED shall provide complete details including variety of items to be exported, quantity, quality and port of destination with timelines, payment terms etc.

- iii) Exporter will require to deposit security deposit at the time of participating in tender for an amount pre-defined in tender/bidding documents. The security deposit amount of the unsuccessful bidders shall be returned after finalization of tender whereas the security deposit amount of the successful bidder shall be kept by NAFED till completion of operation. No interest shall be paid by NAFED on security deposit amount.
- iv) Exporter will have to post its bid for the 'scope of export services'. Exporter shall have to make offer for complete and confirm delivery of quantity to port of destination and lead times.
- v) During the process of bidding through e-portal, portal will display lowest bid offered (without disclosing name of the Exporter). Exporter may revise the bid (only decrease from last lowest bid) any number of times during the duration of the auction.
- vi) Separate Agreement for each tender will be entered into between NAFED and Successful bidder amongst empanelled bidders .

c) Procurement and delivery

- i) Exporter has to procure the stock strictly as per the quality specifications given in the tender documents or contract signed between NAFED and successful supplier to transport & export it to port of destination. The Exporter shall bear all expenses i.e handling, transportation, transit insurance, loading/unloading, vessel freight, fumigation, stevedoring charges etc as mentioned in the Agreement.
- ii) Exporter has to pack the items as per the packaging instructions of the contract executed with NAFED or any specific instructions issued by NAFED.
- iii) Exporter has to ensure delivery of packaged items at the port of destination within the stipulated time frame without tampering the stock.
- iv) If required, exporter shall obtain the delivery receipt of the stocks from the buyer (nominated by NAFED) and submit the same back to NAFED in original.
- v) All export documents must mention name & IEC code of NAFED as first party / exporter / seller / Exporter .
- vi) Exporter shall be responsible for conducting and obtaining necessary certification i.e health, fumigation , Phyto etc and its submission to NAFED as per the Government of India Regulations before releasing of payment by NAFED.
- vii) Exporter will inform about the status of order / contract to NAFED on weekly basis in writing.

4. Consideration and Payment Terms

It is hereby agreed and accepted between the parties that NAFED shall make payment to the Exporter within 30 days after receipt of payment from Foreign Buyer after deducting Applicable Statutory Dues / Nafed's dues in r/o quality/quantity deductions/penalties if any.

5. Completeness of the contract

The contract between selected Exporter and NAFED shall be deemed as complete only if;

- a. The Exporter completes the supply of contracted quantity of agri-items and articles, as per the defined quality specifications and within the stipulated time lines as per contract to the NAFED by the foreign buyer, or

- b. In the event the Exporter is not able to supply the contracted items to NAFED / foreign buyer for any reason awarded to the Exporter, the cost of the order will be recovered from the Exporter by revoking his security deposit amount. The Exporter shall also be blacklisted for participating in future contracts.
- c. Exporter will strictly comply all terms & conditions of the specific contract entered into between NAFED and Foreign Buyer or any terms & conditions specified by NAFED.

6. Representation and Warranties of NAFED

NAFED makes the representations and warranties set out in this Clause to the Exporter on the date of this Agreement.

a. Status

It is an entity, duly incorporated and validly existing under the law of its jurisdiction and incorporation.

b. Binding obligations

The obligations expressed to be assumed by it under the Agreement including the supply of agri-items and articles are legal, valid, binding and enforceable obligations.

c. Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Agreement including the Pledge do not and will not conflict with any law or regulation applicable to it or any agreement or instrument binding upon it or any of its assets.

d) Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Agreement and the transactions contemplated by the Agreement.

e) Validity and admissibility in evidence

All authorisations required or desirable:

- a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Agreement; and
- b) to make the Agreement admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

7. Representation and Warranties of Suppler

Exporter makes the representations and warranties set out in this Clause to NAFED on the date of this Agreement.

a) Status

It is Company/firm, duly incorporated and validly existing under the law of its jurisdiction and incorporation and registered under the relevant provisions of Companies Act of 1956 or 2013 or Partnership Act.

b) Binding obligations

The obligations expressed to be assumed by it under the Agreement including the supply of agri-items and articles are legal, valid, binding and enforceable obligations.

c) Technical and Financial Capacity

It satisfies with and complies with and undertakes to comply at all times during the currency of this Agreement, with the Minimum Eligibility Criteria with respect to Financial and Technical Capacity as mentioned in the Tender document.

d) Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Agreement including the Pledge do not and will not conflict with any law or regulation applicable to it or any agreement or instrument binding upon it or any of its assets.

e) Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Agreement and the transactions contemplated by the Agreement.

f) Validity and admissibility in evidence

All authorisations required or desirable:

- a. to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Agreement; and
- b. to make the Agreement admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.
- c. This Agreement is valid for one year from the date of signing of contract.

8. Indemnification:

Exporter 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.

9. 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 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 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 contract.

10. 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:** Exporter 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 Exporter 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 'Exporter 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 Exporter of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the 'Exporter 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 Exporter 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 Exporter is received by Nafed. Hence, this agreement shall be deemed to have been executed at New Delhi even if the Exporter 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.

11. **Prevention of Fraud and Corruption**

- (i) Exporter shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED.
- (ii) Exporter 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) Exporter 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) Exporter 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) Exporter shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (vi) Exporter if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

12. **Applicable Law, Jurisdiction and Dispute Resolution:**

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

13. **Execution**

This agreement has been approved by the Competent Authority of NAFED vide approval dated in the file no. and same is being executed for and on behalf of NAFED through its,, who has duly been authorised by the Managing Director of NAFED vide authorization letter dated which is enclosed herewith as Annexure "A". This agreement is being signed on behalf of

..... through its, S/o late who has duly been authorized by the Company 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 Exporter

(Name & Signature)

(Name & Signature)

Witness:

1. _____

1. _____

2. _____

2. _____