



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

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

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

### **NAFED INVITES BIDS**

**FOR**

**SUPPLY OF URAD (BLACK MATPE, IMPORTED STOCK ONLY) ON  
DELIVERED BASIS EX-DESIGNATED WAREHOUSE.**

### **AUCTION SCHEDULE**

<b>Date of Auctions</b>	<b>Auction Start Time</b>
<b>On all working days (Monday to Friday) w.e.f. 14.11.2022</b>	<b>12:30 PM</b>

## Contract Note

### **1. INVITATION FOR BIDS**

i. NAFED, on behalf of Department of Consumer Affairs (DoCA), Government of India, invites offers for supply of Imported Urad Whole (Imported Black Matpe Whole), for minimum quantity of 500 MTs and multiples of 100 MTs thereon, at any or all the designated locations. The Imported Urad Whole should be as per the quality specifications annexed and crop year - 2022. The maximum quantity of daily purchase is limited to 5,000 MT combined all locations.

ii. The Committee, as decided by Department of Consumer Affairs (DoCA), Govt. of India, reserves the right to accept or reject any or all bids without assigning any reason. NAFED reserves the right to delete/modify/add any clause to this tender document without assigning any reason with prospective effect.

iii. **The participating bidder shall read the contract note diligently, shall sign the contract note electronically or physically and submit it to the service provider before participating in the auction session. Only those bidders shall be allowed to participate who have submitted the duly signed copy of contract note.**

### **2. ITEMS, QUALITY SPECIFICATIONS, DELIVERY CONDITIONS & LOCATION-**

#### **(i) ITEMS-**

<b>Commodity</b>	<b>Quantity</b>	<b>Crop Year</b>	<b>Country of Origin</b>	<b>Packing</b>
<b>Imported Urad Whole</b>	Minimum quantity - 500 MT (Additional quantity in multiple of 100 MT) Maximum Daily Purchase quantity- 5,000 MT	Crop Year 2022	Myanmar or any other Overseas origin	50 Kg net in PP bags preferably of 130 GRAM with clear marking of (Any <b>identification mark of the supplier</b> ), crop year and origin displayed on the bags

#### **(ii) QUALITY SPECIFICATIONS-**

The offered stock quality should conform to FSSAI specifications (not for direct human consumption) with moisture limit of 12% as mentioned in Annexure A.

### **(iii) DELIVERY CONDITION AND LOCATIONS-**

On delivered basis ex-designated warehouses at Chennai (Tamil Nadu), Vishakhapatnam (Andhra Pradesh) and Nhava Sheva ( Maharashtra) - within radius of 100 Kms from Port.

However, in case of non-availability of warehousing space within the above specified radius at the time of delivery, NAFED will advise the successful bidders to supply the contracted stock at any location within the State of the port location. Additional transport expenses incurred by the suppliers over and above the prescribed distance limit as per the tender will be reimbursed on actual but not exceeding the approved slab rate of transportation fixed by the respective State for transportation of food grains. The decision of Department of Consumer Affairs / NAFED regarding the applicability of such transport rates as approved by the State Government will be final and acceptable and binding on the suppliers.

**(iv) Packing:** Packing of imported stock will be in 50 KG net. PP bags weighing of 130 GRAM with tolerance of  $\pm 2\%$ . The PP bags should be new, fit for multi handling as well store worthy. Any stock packed in unsound or torn bags will be liable for rejection.

### **3. SUPPLIES:**

**The supplier will ensure to deliver the contracted quantity at the designated warehouse within 15 warehouse working days from the date of issuance of purchase order issued by NAFED on behalf of DoCA.**

### **4. PRICE-**

Prices for Imported Urad to be quoted for supply as per the quality specification annexure at A shall be in Indian Rupees per qtl on delivered basis ex-designated warehouse at Chennai (Tamil Nadu), Vishakhapatnam (Andhra Pradesh) and Nhava Sheva (Maharashtra). Price should be inclusive of all taxes, duties levies etc F.O.R. destination delivery basis. Mandi Tax as per the prevailing APMC Act will be paid by the concerned parties (buyer/ seller). The bids received shall be made on the basis of the lowest price quoted by the bidders. The bidder who quotes lowest price will be awarded the tender. Tick size is 1 Re/Qtl. The expenses on the account of unloading of the stock and its stacking in the warehouses will also be to the account of the Supplier.

### **5. VALIDITY OF BID-**

The Bids of all Bidders shall remain valid for a period of 02 working days excluding the date of auction. NAFED, on receipt of confirmation form DoCA, will provide its consent on the e-auction results by next working day after which, service provider will send the intimation to successful bidder on the registered email addresses as per Service Provider record. After auction process, no request of bidder regarding alteration in price or quantity quoted during auction process will be entertained by Nafed.

### **6. EARNEST MONEY DEPOSIT (EMD)-**

The interested bidders will have to pre-deposit Rs. 8.00 lakh per 500 MT bid quantity (Rs. 8.00/16.00/24.00/32.00 Lakhs for 500 MT/ 500 + to 1000 MT /1000 + to 1500 MT / 1500 MT + bid quantity, respectively) as EMD to participate in the auction session. Bidders who deposit EMD amount with e-auction service providers prior to bidding will be allowed to participate in the reverse auction. Once the auction is initiated, no request for EMD deposit / confirmation will be entertained by the service provider.

Upon confirmation, Service Provider shall transfer EMD to NAFED on same day or within one bank working day. The EMD of the successful bidder(s) shall be forfeited in case they do not submit the performance guarantee in time to the satisfaction of the NAFED.

## 7. PERFORMANCE GUARANTEE-

- (i) All the successful bidder(s) will be required to **deposit 5% of the value of awarded quantity**, within **03 bank working days** from the date of confirmation of the bid (excluding the date of acceptance). The payment of performance guarantee may be made as RTGS/NEFT in the following bank account of NAFED, with information to the concerned portal where the bid has been submitted.

NAME OF THE BENEFICIARY	<b>NAFED</b>
ACCOUNT NUMBER	<b>309009093946</b>
NAME OF BANK	<b>RBL Bank</b>
Branch	<b>Defense colony, New Delhi - 110014</b>
IFS Code	<b>RATN0000292</b>

In case of non –furnishing of the performance guarantee on time, the EMD will be forfeited without notice to the bidder.

- (ii) Performance guarantee along with the EMD of the successful supplier shall be refunded by NAFED within fifteen (15) bank working days (for processing of bills & Inspection reports/ other documents required relating to supply) after the successful supply of the contracted quantity to the satisfaction of NAFED. These deposits will not be interest bearing. Any default in performance of the contract will invite forfeiture of the EMD without any reference or recourse to the bidder. In addition, losses if any shall be recovered from the performance guarantee / security deposit of the Supplier.

## 8. EVALUATION CRITERIA-

- i. The bids received would be evaluated based on delivery conditions, crop year, location wise as per the below mentioned parameters

Destination	Origin	Crop Year	Min. Quantity(MT)	Max. Daily Purchase Quantity (MT)
Chennai (Tamil Nadu), Vishakapatnam (Andhra Pradesh) and Nhava Sheva (Maharashtra)	Myanmar or any others location meeting conditions of import of Govt. of India	Crop Year 2022	500	Maximum Daily Purchase Combined quantity- 5,000 MT

- ii. NAFED shall seek from successful bidder all relevant documents indicating the origin of stock and transportation details from the port to relevant destination. (Pl Note: Stock from any location other than discharge Port will not be accepted). NAFED reserves its right to inspect the movement

from declared port. **The bidders having stock within or outside the custom bond warehouse area can offer the stock, subject to the fulfilment of the eligibility criteria) of the tender document.**

List of documents to be submitted for eligible for bidding:

1. Bill of Lading
2. De-bond / bond certificate
3. Custom Discharge Certificate

iii. L1 bidder for every auction is required to submit the documents listed in clause 8 (ii) on email after the completion of auction on the same day to the concerned branch of NAFED under a copy to email id [importedurad22@nafed-india.com](mailto:importedurad22@nafed-india.com).

## **9. ONLINE BIDDING/e-AUCTION SESSION DETAILS-**

The Bidding shall be two stage processes: 1<sup>st</sup> Stage (Price Discovery Session), 2<sup>nd</sup> Stage (L1- Bid Matching Session). The timing of auctions is provided in Annexure – I. Details of Service Providers are at Annexure-II.

- (i) Bidder has to quote both Price and Quantity intended to supply before completion of e-auction time. Auction shall be a price-quantity reverse auction wherein the bidders change their bids in increment of quantity and decrement of price.
- (ii) The auction session will be open for 30 minutes' duration and there will be 03 extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session. There could be multiple bidders at the lowest price that is displayed.
- (iii) The bidders shall place their bids online on platforms of Service Provider online system made available by Service Provider as per the terms and conditions mentioned herein
- (iv) DoCA, GOI, reserves the right to fix benchmark rate for evaluation of bids.
- (v) Following criteria would be adopted for each lot in deciding the successful bidders:
  - a) The precedence for provisional allotment will be accorded to the supplier who has quoted the lowest price.
  - b) If two or more suppliers bid the same lowest price, precedence for provisional allotment will be accorded to the supplier who has placed the bid for the higher quantity.
  - c) In case, two or more suppliers bid the same price and the same quantity, precedence will be given to the supplier who has offered his bid first with reference to time.
- (vi) The lowest bid(s) received among all Nafed empanelled Service Providers, shall be treated as the L-1 bid discovered for the e-Auction. Nafed to give Global L-1 to all the empanelled portals and the portals to offer the Global L-1 price to all the bidders who participated during R-1.
- (vi) Global L-1 matching round (2<sup>nd</sup> stage) will be conducted for 30 minutes After 2 hours of Round-1. After the L1 price discovery auction session for only the bidders who have made a bid in the 1st round.
- (vii) In L-1 Matching round, the non-L1 bidders will be shown the L1 price discovered, remaining quantity and the quantity they are eligible for (the final quantity they had quoted in the auction session).
- (viii) The Bidders will have the option to click on AGREE button to change their earlier quoted price to the L1 Price discovered in the auction for the quantity they have bid in the

auction session. No request for cancellation of any bid will be entertained in any situation/ground.

- (ix) All the bids so made shall be depicted as 'Provisionally Allotted'.
- (x) NAFED after due consideration will communicate its decision on the L1 price to Service Providers. However, NAFED may also reject the L-1 bid on their discretion.

#### **10. INTIMATION TO THE SUCCESSFUL BIDDER-**

The bids of the lowest bidder(s) of online bidding/e-auction session among the service providers may be declared as the successful bidder(s) by the Constituted Committee of DoCA, GOI. Upon acceptance, the Service Provider will send the intimation to the successful bidder(s) to their registered e-mail id and phone number (as per Service Provider records only). A copy of this email will also be sent by the Service Provider system to NAFED

#### **11. TRANSACTION CHARGES-**

No transaction charge shall be payable by the bidder.

#### **12. PAYMENT TERMS-**

The successful supplier will be paid the full value of the delivered stock in conformity to the purchase order and tender terms within 7 bank working days of the deposit of the stock in Warehouse. The payment to the party shall be made on completion of supplies against each purchase order subject to confirmation of quality and quantity by Surveyor appointed by NAFED.

#### **13. DEFAULT AND RISK PURCHASE-**

- I. In case any party defaults to deposit the performance guarantee within 3 bank working days, the EMD shall be forfeited.
- II. In the event of non-supplying/ low quality supply of the Imported Urad Whole (Black Matpe) 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.
- III. In case any party fails to deliver the contracted stock, the EMD shall be forfeited and the clause of Risk purchase of the contract shall be invoked, subject to force Majeure. All such matters shall be brought to the consideration of the constituted committee of Department of Consumer Affairs. Under risk purchase the gap between offered price and the actual purchase price for the quantity equal to the bid quantity under the defaulted contract shall be recovered from the bidder. Nafed to execute the risk purchase on the basis of the next approval price from the defaulted date.
- IV. If the Supplier fails to deliver entire consignment at delivery location informed by NAFED for any reason(s) other than Force Majeure, NAFED at its own discretion only shall entitle to cancel the contract and recover the damages from the performance guarantee / 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. After recovery of losses balance amount, if any of performance guarantee / Security deposit shall be returned to the Supplier. **If the damages are not fully recovered even after liquidating Performance Guarantee, NAFED shall be entitled to recover left over damages in terms of law.**
- V. There may be a variation of 2% from the awarded quantity. Supplier may supply additional 2% or lesser quantity from the awarded quantity on account of weight loss/Gain. Such supplies will not be considered as short supplies, However, more than 2% lesser supply would be treated as

short supply and Nafed shall be at liberty to buy the entire deficit quantity at the supplier risk and cost.

#### **14. INSPECTION OF GOODS-**

- i. NAFED, on behalf of DoCA, GOI, shall appoint an experienced, well known and international reputed surveyor at the time of receipt of the Imported Urad Whole at the deposit point. The inspection report of the NAFED's inspection agency will be final and binding on the bidder.
- ii. If the delivered stocks get rejected at the delivery point, Supplier to replace the quantity equivalent to the rejected stock quantity within 7 calendar days. If the supplier fails to replace the stock within 7 calendar days, EMD shall be forfeited and Nafed shall purchase the undelivered quantity at the sole risk of the supplier. After recovery of losses, balance amount if any of performance guarantee / security deposit shall be returned to the Supplier.
- iii. **It is for the information of the supplier that they will ensure to unload the cargo in the designated warehouse in the presence of assayer. The cargo must be uniform in size, appearance and other quality parameters. The sampling lot size will be 500 MT (with tolerance of +/- 2%) or part thereof, in case; the last lot is less than 500 MT. The composite sample drawn from each lot will be analysed for quality assessment on weighted average basis. Generally, sample will be drawn from 10% of the lot. However, Nafed may increase the percentage sampling as per requirement and discretion. The analysed report of each lot of 500 MT will be considered for finalisation/ acceptance of stock.**

#### **15. 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.

#### **16. OTHER TERMS & CONDITIONS-**

- (i) The Bidders shall pre-register themselves with the approved portals and follow the instructions as per the approved contract note.
- (ii) The registered bidders may participate in the bidding process as per the flow chart provided the portals. After the first round of bidding, they may participate in the matching round for finalization of the offer rate and quantity location wise.
- (iii) Nafed shall reserve the right to accept or reject any or all bids without assigning any reason.
- (iv) NAFED reserves the right to delete/modify/add any clause to this tender document without assigning any reason.
- (v) Successful Bidder shall not assign or sub-let the supply of Imported Urad Whole under this agreement or any part thereof to any other supplier or Importer.
- (vi) Bidder shall indemnify NAFED in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them.
- (vii) The bid documents shall be governed and construed in accordance with the Indian Laws.
- (viii) The offered stock should comply with all the import clearance requirements of Government of India. Only the stock imported and cleared from Indian customs duly supported with the self certified photocopy any of the import document like Bill of Entry, Customs Clearance etc. will be accepted by the NAFED under this contract. However, Nafed may seek additional document to satisfy itself about the veracity of the self-declaration.

(ix) No cancellation of Bids shall be allowed during an auction session.

### **17. 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, pandemics, 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 exceeds 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 07 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 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.

### **18. DAMAGES-**

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.

### **19. EFFECTIVENESS-**

**The obligations under this contract shall come into force with immediate effect from the date of issuance of title of intent/ award of work** and shall remain valid until the successful deposit of the contracted quantity of Imported Urad Whole (Black Matpe) at the designated warehouse of the locations as per the bid.

### **20. 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.

## **21. 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 "Fraud Prevention Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- (ii) The 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.

## **22. 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 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 venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.
- c) Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

**23. INTEGRITY PACT-**

The participating bidder will be required to electronically sign Integrity Pact. It will be assumed that bidders have gone through the Integrity Pact (**Annexure-B of this contract note**) and have no objections whatsoever in signing the contract. Only those bidders shall be allowed to participate who has electronically sign the Integrity Pact.

**24. 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 document is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED 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.

**25. DISCLAIMER-**

In the event of any dispute regarding the process of auction/maintaining/deposit/refund of EMD, etc if any, raised by the intending bidders, it shall be the responsibility of the Service Provider to resolve the same and NAFED shall not be responsible in any manner and no claim thereof can be made against NAFED.

**ANNEXURE – I**

**AUCTION SCHEDULE**

<b>Commodity</b>	<b>Auction Time</b>	<b>Extension</b>	<b>Global L-1 Matching</b>
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Imported Urad Whole	12.30 to 1.00 PM	1.00 to 01.15 PM	1:30 to 2.00 PM
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FINAL

**CONTACT DETAILS OF E-AUCTION SERVICE PROVIDERS**

<b>Sl no.</b>	<b>Name of Service Provider</b>	<b>Contact Person</b>	<b>Contact Details</b>
1	M/s NCDEX e-Markets Ltd	Smt Mehak Arora	Mob: 9999120342 Email: mehak.arora@nemi.in
2	M/s Star Agribazaar Technology Pvt Ltd	Shri Praveen Kumar	Mob: 7045912902 Email: praveen@agribazaar.com
3	M/s E-Tech Innovative Services Pvt Ltd	Shri Jitendra Jain	Mob: 9970308101 Email: jitendra.jain@e-techinnovative.com

**Quality Specifications for procurement of Imported Urad**

The delivered stock should meet FSSAI quality specifications as prescribed for UNPROCESSED WHOLE RAW PULSES (not for direct human consumption), subject to the moisture percentage not exceeding 12%.

FINAL

**NAFED BRANCHES DEAL IN THE MATTER IN REGARD TO DELIVERY LOCATION, COLLECTION OF DOCUMENTS, CONDUCT SURVEY OF STOCK, PROCESSING OF BILLS, PAYMENT TO SELLER ETC.**

<b>Delivery Location of Imported Urad</b>	<b>Nafed branch</b>	<b>Name &amp; Address of NAFED Official</b>	<b>Phone N. &amp; E-mail Ids</b>
Chennai (Tamil Nadu)	Chennai	N. Gurusamy State Head Crescent Court 2nd Floor, No.108 Poonamallee High Road Chennai-600084 (TN)	044-29555793, 26431388 Fax-044-26431388 Email: <a href="mailto:nafchen@nafed-india.com">nafchen@nafed-india.com</a>
Vishakhapatnam (Andhra Pradesh)	Hyderabad	V. Vinay Kumar State Head 5 - 10-193,HACA Bhawan, 2nd Floor, Opp. Public Gardens Hyderabad - 500004 (AP)	040-23235371, 040-23298781 Fax-040 - 23242615 Email: <a href="mailto:nafhyd@nafed-india.com">nafhyd@nafed-india.com</a>
Nhava Sheva (Maharashtra)	Mumbai	Puneet Singh State Head National Agricultural Cooperative Marketing Federation of India Limited Naman Centre, 'A' wing, Unit No.803, 8th Floor C-31, G Block, Opp. Dena Bank, Bandra Kurla Complex Mumbai - 400 051	022-26531732, 022-26531733 Mob-9868986773 Email: <a href="mailto:nafmbi@nafed-india.com">nafmbi@nafed-india.com</a>

**INTEGRITY PACT**

**Annexure-B**

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 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 “Supplier”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

Preamble

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

NAFED has invited bid through empanelled e-auction Service Provider for supply of 5,000 MT of URAD WHOLE (BLACK MATPE, IMPORTED STOCK ONLY) on delivered basis ex-designated warehouse at Chennai (Tamil Nadu), Vishakhapatnam (Andhra Pradesh) and Nhava Sheva (Maharashtra).

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, by forfeiting the same as stipulated in the tender and in addition shall recover the losses from the performance guarantee / security deposit.

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 the damages equivalent to Earnest Money Deposit, by forfeiting the same as stipulated in the tender and in addition shall recover the losses from the performance guarantee / security deposit.

#### 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.

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 The Bidder/Contractor)

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