



**NATIONAL AGRICULTURAL COOPERATIVE MARKETING
FEDERATION OF INDIA LTD.**

Regd. Office: NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk, New Delhi-110014

Website: www.nafed-india.com

Email: isupply@nafed-india.com

INSTITUTIONAL SUPPLY DIVISION

EOI DOCUMENTS

EOI No. : NAFED/HO/IS/EOI-Miller Empanelment/ 2023-24

DATED: 04.09.2023

**NAFED INSTITUTIONAL SUPPLY DIVISION INVITES EXPRESSION OF
INTEREST TO EMPANEL PROCESSORS/ MILLERS FOR MILLING OF
DIFFERENT VARIETIES OF PULSES (TUR, URAD, MOONG, CHANA,
MASOOR) AND SUPPLY TO NAFED SPECIFIDE DELIVERY POINTS TO
INSTITUTIONAL BUYERS THROUGH NAFED**

**ADDL. MANAGING DIRECTOR (IS)
NAFED-HEAD OFFICE
NEW DELHI**

NAFED – INSTITUTIONAL SUPPLIES (IS) DIVISION INTENDS TO EMPANEL PROCESSORS/ MILLERS FOR MILLING OF DIFFERENT VARIETIES OF PULSES (TUR, URAD, MOONG, CHANA, MASOOR) AND SUPPLY TO NAFED SPECIFIED DELIVERY POINTS.

The application form and other terms & conditions may be downloaded by the interested parties from NAFED website <http://www.nafed-india.com> from **DATE 04.09.2023** onwards. NAFED reserves its right to accept or reject any or all the applications.

1. Intending applicants shall submit application in the prescribed format (duly filled in) along with supporting documents to:

Addl. Managing Director (IS)
NAFED Head Office
Siddhartha Enclave, Ashram Chowk
Ring Road, New Delhi -110014

2. The applicants have to deposit a non-refundable fee of Rs.10,000/- (Rs. Ten Thousand only) plus GST @ 18% i.e. Total Rs.11,800/- towards empanelment processing fee in the following account:

NAME OF THE BENEFICIARY- NAFED
NAME OF THE ACCOUNT NUMBER- 06121000100448
NAME OF BANK- PUNJAB & SIND BANK
ADDRESS OF THE BANK-, SIDHARTHA ENCLAVE, NEW DELHI
IFSC CODE- PSIBO000612

3. 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 subject to any process of contract or any contractual obligations between NAFED and prospective applicants.

A. INTRODUCTION

- a. National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization of marketing cooperatives in India. NAFED is one of the central nodal agency for procurement of notified agricultural commodities including oilseeds under Price Support Scheme (PSS).
- b. As per directives of the Government of India, NAFED IS Division is undertaking the supply of Pulses (both in whole and milled form) to Indian Army, Paramilitary forces and various States under different welfare schemes.
- c. NAFED invites application to empanel Processors /Millers meeting minimum eligibility for supply of Pulses to Institutional Buyers on behalf of NAFED. NAFED shall invite quotes from empanelled parties to outsource supply/processing activities as per request.

B. SCOPE OF WORK

- a. Registration on e-portal of NAFED
 - i. Empanelled parties will be required to get themselves empanelled on the electronic portal of NAFED i.e. <http://www.nafed.agribazaar.com> for participation in bidding for various milling contracts.
 - ii. The empanelled miller will authorize a person to operate the electronic portal and submit the bids online through bidding portal.

- iii. Once the application of the empanelled party for registration is approved by NAFED, the party shall have to enter into an agreement with NAFED for **a period of Three years with further extensions subject to discretion of NAFED.**

b. Participation in bidding process

- i. Empanelled millers will be intimated by NAFED/Service Provider about the tenders/contracts listed on portal on regular basis through specified e-portal/messages on phone/e-mail etc..
- ii. The tenders/contracts on e-portal will provide complete details including order quantity, quality specifications of pulses to be supplied and delivery location with timelines.
- iii. Millers will be required to deposit EMD and non-refundable bid processing fee (if any) before participation in the bidding process. The amount of EMD and bid processing fees (if any) will be pre-defined in the bidding contract.
- iv. Millers will have to post its bid for the 'scope of services mentioned in the bid document'. Millers shall have to make offer for a complete supply and confirm to deliver final quantity to delivery centres within prescribed time period.
- v. The bidding may be on different parameters depending upon the requirement of the contract /bid document uploaded on e-portal and it may differ from contract to contract. For each contract, portal will display best bid (lowest and highest) depending on the nature of the contract (without disclosing name of the bidder). Interested bidder may revise the bid (only increase / decrease from last highest /lowest bid depending upon the nature of the contract) any number of times during the auction.
- vi. At the end of bidding period, the bidder with the lowest /highest bid depending upon the nature of the contract will be awarded the contract subject to final approval of NAFED.
- vii. On award of contract, successful bidder will have to submit Security Deposit as specified in the bid document.

C. PULSES MILLING AND DELIVERY

The successful bidders have to ensure:-

- i. Miller has to lift stock from the warehouse where stock is lying and transport it to their Mill/Plant (this would include handling, transportation, transit insurance, loading/unloading etc.)
- ii. Conversion of whole pulses into milled/processed pulses meeting the quality specifications prescribed for the said milled pulses in Terms & Conditions of contract.
- iii. Obtain the delivery receipt of the stocks from the buyer (nominated by NAFED) and submit the same in original to NAFED.
- iv. Will be obligated to keep NAFED updated of all the activities including lifting of stocks from warehouse, assaying, lot-wise completion of milling, packaging and delivery to buyer on the e-portal.
- v. Will be obligated to ensure compliance to the terms and conditions as mentioned in the bid document of a particular auction/contract.

D. PRE-QUALIFICATION CRITERIA/ DOCUMENTS TO BE SUBMITTED FOR SELECTION OF PROSPECTIVE MILLERS

- i. For milling of pulses, the interested miller may employ its own, or through registered lease, multiple plants/units with a valid license from concerned authorities. In case of leased unit, the residual lease period should be for a minimum **36** months period from date of empanelment. For processing of whole pulses, the interested miller may employ its own or through registered lease, multiple units provided its each unit has a minimum capacity of 30 MT per day for which miller must provide details of each milling unit as per the format attached.
- ii. Interested miller 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) or a Company

- (registered under the relevant provisions of Companies Act of 1956 or 2013) or LLP (Limited Liability Partnership) duly registered under LLP Act, 2008 or a cooperative society registered under MSCS Act, 2002 or relevant act in force.
- iii. Interested miller must have following registrations and certifications and shall provide a self-attested copy of all the certificates with the application:
 - a. FSSAI registration
 - b. GST registration
 - c. PAN
 - d. PF & ESI Registration
 - e. Factory Licence
 - iv. The miller must possess all required statutory permissions from concerned State/ Central Government authorities to undertake processing activities and storage unit.
 - v. Copy of Memorandum and Articles of Association of company/ partnership deed for partnership firm/ Bye-Laws and registration certificate for cooperative needs to be submitted.
 - vi. Miller(s) shall also submit self-attested copy of audited balance sheet and profit & loss account for last three financial years.
 - vii. Millers(s) shall also submit self-attested copy of ITR for last three financial year.
 - viii. Miller should have positive net-worth as on 31 March 2023 and should submit net worth certificate from Chartered Accountant.
 - ix. Miller(s) shall also submit a self-certificate/ undertaking issued by the owner/proprietor of the firm/company certifying that they have not been debarred /blacklisted for doing business by Govt. agencies/ State agencies/ Army & any Police Forces / NAFED as on date. The party shall have to submit an UNDERTAKING to this effect at the time of application for empanelment. In case of submission of false declaration (found at any stage), such miller shall be disqualified.
 - x. The interested miller should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services to NAFED and shall have submit an UNDERTAKING for this.
 - xi. The interested miller 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 and shall have submit an UNDERTAKING for this.
 - xii. Duly filled **Annexure I** should be submitted along with the empanelment documents.
 - xiii. NAFED will get the document verified before empanelment and also visit the listed mill address before finalization of empanelment.

E. SUBMISSION OF EMPANELMENT DOCUMENTS

- i. The downloaded Empanelment document, as a token of acceptance of the Empanelment notice's terms and conditions, should be signed and stamped on each page by the Authorised Signatory before submission. Only the original signed and stamped empanelment document should be submitted for empanelment.
- ii. Millers should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.
- iii. In case of Partnership firm, self-attested copy of the registered partnership deed is to be furnished along with the bid and resolution in the name of authorized signatory is required.
- iv. In case of Company, a self-attested copy of the Resolution passed by the Board of Directors of the company authorizing the person signing the application to do so on behalf of the company shall be attached with the application along with self-attested copy of the Memorandum & Articles of Association of the company, certificate of incorporation etc.
- v. In case of LLP also the Authorised Signatory and self attested copy LLP agreement to be provided.

- vi. For Cooperative, self attested certificate of registration and board resolution in the name of Authorised Signatory required to be submitted.
- vii. The Empanelment application must contain the name, designation and place of business of the person with Phone and Fax Nos. of persons making the application for empanelment and must be signed and sealed by the Prospective party with his usual signature.
- viii. The selected miller(s) shall ensure compliance of all the government regulations/conventions/policies/guidelines/orders etc in force related to any or all the related activities.

F. GENERAL TERMS AND CONDITIONS

- i. NAFED reserves the right to accept or reject any offer of Empanelment application assigning any reasons what so ever.
- ii. Final selection of millers for Empanelment from applications received will be done at the discretion of NAFED and the decision of NAFED shall be final and binding on all the participating parties.
- iii. **If party has not participated in any one tender in a year, its empanelment may be suspended from 2nd year onward.**
- iv. The miller may clearly note that the terms and conditions enumerated in this Empanelment document are only illustrative and not exhaustive. The selected miller has to enter into contracts as devised by NAFED to fully protect NAFED's overall interests and also the interests of the prospective buyers.
- v. Empanelment of parties doesn't entail any commitment from NAFED for contracts/work with them during validity of the empanelment.
- vi. Any further corrigendum/Addendum to the Empanelment documents will be uploaded by NAFED on websites i.e. <http://www.nafed-india.com> and no press advertisement shall be published for the same.
- vii. Procedure of Holiday Listing will be followed in case of applicable circumstances. Policy on Holiday Listing may be seen on NAFED website www.nafed-india.com.
- viii. The above terms and conditions shall have to be considered by the miller in totality and the Empanelment application containing incomplete documents & not complying with the above conditions shall be summarily rejected.

G. OWNERSHIP OF EMPANELMENT DOCUMENTS

Ownership of Empanelment Documents and information therein (all Empanelment documents) will become the property of NAFED upon submission. Where the prospective miller believes that information provided in response to this Empanelment application is, or should be kept confidential; or disclosure of this information would unreasonably affect party's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential!'. In so far as is practicable NAFED will give effect to the prospective Processor's stated wishes, and requests for access to such information will be determined under the RTI Act, 2005.

H. EVALUATION OF APPLICATIONS

- i. Duly constituted committee of NAFED shall evaluate details submitted by the interested millers and examine the documents provided vis-a-viz requirements specified in the EOI 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 miller(s).
- ii. The selected miller(s) will be informed regarding acceptance of their application(s) and shall be further advised for registration on specified electronic portal for participation in bidding process and signing of an empanelment agreement with NAFED.

I. NO CONTRACTUAL OBLIGATION

NAFED is not bound contractually or in any other way to any prospective party to this Empanelment. NAFED is not liable for any costs of compensation in relation to the consideration of this Empanelment or any Empanelment, incurred by the prospective party to this Empanelment whether or not NAFED terminates, varies, or suspends the Empanelment process or takes any other action permitted under this empanelment, including consideration of concepts proposed in future developments.

J. VALIDITY OF EMPANELMENT

Prospective party who qualifies would be individually notified after the evaluation process is complete. The validity of empanelment against this Empanelment process shall be **initially for a period of three years from the date of confirmation of empanelment by NAFED, which may be renewed on the basis of performance of the party, at the sole discretion of NAFED.** Validity of Empanelment can however be terminated earlier by NAFED at its sole discretion.

K. EXECUTION OF AGREEMENT

The tender document shall be the basis for the execution of an agreement to be entered into the successful empanelled party and their offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For the purpose, the tenderer shall submit all documents as specified in this EOI duly signed and stamped on each page as a token of acceptance.

L. INTEGRITY PACT

The miller agrees to enter into an Integrity Pact as per **Annexure II.**

M. DISPUTE REDRESSAL & APPLICABLE LAW

- i. In all disputes and doubts or interpretation of the clauses or conditions mentioned in their EOI or otherwise, the decision of the NAFED shall be final and binding.
- ii. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- iii. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Delhi, India only.
- iv. The dispute, if any, between the parties arise in connection with the EOI or incidental thereto, same shall be tried to resolve amicably. If the dispute could not be resolved amicably, same shall be decided by way of arbitration through sole arbitrator appointed with due procedure of Law. The Arbitration shall be held in accordance with provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be New Delhi. The decision of the Arbitrator shall be final binding on both the parties.

M. DISCLAIMER

The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of an Empanelment process. The Empanelment Request is not subjected to any process contract or any contractual obligations between NAFED and prospective party. NAFED may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective party.

APPLICATION LETTER

To,
The Managing Director,
NAFED, Head Office
Siddhartha Enclave, Ashram Chowk
Ring Road, New Delhi -110014.

Ref. EOI vide no. _____

Dear Sir,

I/We, submit processing fee Rs. 10000/- (non-refundable) + 18% GST for empanelment as manufacturer/ processor of pulses on behalf of NAFED and deliver to NAFED specified delivery points.

I/We have thoroughly examined and understood all the terms and conditions as contained in the Expression of Interest (EOI) and agree to abide by them.

I/We hereby agree to supply milled pulses, as directed by NAFED, to designated destinations in specified time across India.

Yours faithfully,

Authorized Signatory

REGISTRATION FORM

1. DEMOGRAPHICS

Name of Interested Applicant	
Firm type (Sole Prop/ Partnership/ Company/ Cooperative/LLP)	
Registered office	
Name of proprietor/partner/director	
CIN No./ Registration Number	
GST registration No.	
PAN No.	
Bank Account Number	
Branch & Address of Bank	

2. FINANCIALS

Particulars	F.Y.2022-23	F.Y.2021-2022	F.Y.2020-2021
Sales Turnover			
PAT			
Net Worth			

3. PLANT WISE DETAILS

Processing unit details	Plant 1	Plant 2	Plant 3
Location			
District			
State			
Pin Code			
Capacity in TPD			
Commodities processed			
Commercial Operation Date			
Contact person			
Telephone			
Mobile Number (Mandatory)			
Email ID			
FSSAI registration No.			
FSSAI Valid till			
Factory Act License No.			

4. DECLARATION

Self-declaration for not been blacklisted by any State/Central Govt. body/ Army & Any Police Forces/ National Level Cooperative/ Public Sector Undertaking at any point of time in India	
Self-declaration for not been involved in any major litigation that may have an impact of affecting or compromising the delivery of services to NAFED	
Self-declaration 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.	

5. SUPPORTING DOCUMENTS TO BE ENCLOSED

Proof of payment of Non-refundable fees of Rs.10,000/- + 18% GST	Attached	Not Attached
Last 3 years audited Balance sheet and Profit-Loss Statement	Attached	Not Attached
Net Worth certificate as on 31.03.2023 (CA certified)	Attached	Not Attached
Self-attested IT return for latest financial year	Attached	Not Attached
Self-attested last four quarters GST returns	Attached	Not Attached
GST registration Certificate	Attached	Not Attached
PAN Card copy	Attached	Not Attached
Factory license for processing & stocking of Millets/Millet based items	Attached	Not Attached
FSSAI license for manufacturing/processing of millet/storage unit	Attached	Not Attached
Capacity proof of manufacturing/processing/storage unit	Attached	Not Attached
Address proof of the manufacturing/ processing/ storage unit (electricity bill, etc.)	Attached	Not Attached
Proof of experience in supplying millets/millet based products, if any	Attached	Not Attached
Valid registered lease agreement in case of leased mill or exemption certificate	Attached	Not Attached
The address proof of the authorized signatory, namely, Telephone Bill/ copy of pass port / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.	Attached	Not Attached

Acceptance of all terms & conditions specified in empanelment	Attached	Not Attached
Any other document as asked for in the empanelment	Attached	Not Attached

I hereby certified that the above information is true and confirm that all information provided for empanelment/empanelment documents are correct and if at any point of time the information is found to be incorrect our empanelment will be liable for rejection by NAFED.

Date:

Place:

Signature

Name & Designation of Authorised Signatory: Firm/Company Seal

EMPANELMENT
AGREEMENT

This Service Agreement is entered on this day of

_____2023

BETWEEN

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA

LTD. having its head office at Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi -14, (hereinafter referred to as “**NAFED**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) the party of the first part.

AND

_____, a company/LLP/Cooperative/partnership/sole partnership firm incorporated under the relevance provisions of the Government Act and engaged in business of processing of various pulses in India, having its registered office at_____ (hereinafter referred to as “**Miller**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns or any of its subsidiaries through which it may undertake the services), The party of the second part.

Whereas:

1. National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization of marketing cooperatives in India. NAFED is also central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS).
2. As per directive of the Government of India, NAFED shall undertake supply of pulses (both in whole and milled form) to various Government Institutional buyers across India.
3. For this purpose, NAFED had invited EOI to empanel multiple millers across India to sub-contract milling activity of pulses and supply of processed pulses to various Government Institutional buyers.
4. Miller has submitted its details in the format prescribed by NAFED along with various supporting and has been shortlisted by NAFED for empanelment and participation in bidding of milling contracts NAFED may post in future.

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

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.

Empanelment of miller

NAFED acknowledges that, it has received the application from miller in prescribed format along with all supporting. NAFED has completely scrutinized the documents and declares miller to meet the required eligibility conditions specified by NAFED in the EOI document.

NAFED hereby undertakes and agrees to empanel the miller and allow the miller to participate in bidding of milling contracts NAFED may post in future.

Scope of Services of miller

a. Registration on e-portal of NAFED

- i. Empanelled millers will be required to get themselves registered on electronic portal appointed by NAFED for participation in bidding for various milling contracts
- ii. Miller will be required to authorize a person to operate the portal and submit the bids online through bidding portal.
- iii. The miller may have to pay a one-time registration fee Rs. _____ for obtaining of user

b. Participation in bidding process

- i. Miller will be intimated by NAFED about the tenders/contracts listed in portal on regular basis
- ii. The contract will provide details including variety of pulses, order quantity, quality and location of raw material, delivery point for processed pulses, quality parameter for processed pulses, and timelines etc.

- iii. Miller will be required to deposit bid processing fee (non-refundable) and EMD before participation in the bidding process. The amount of EMD will be pre-defined in the bidding contract.
- iv. Miller will have to post its bid for the 'scope of milling services'. Millers will have to make bid for a complete lot and confirm to off take quantity from warehouse, delivery quantity to delivery centers, lead times.
- v. The bidding may be either on the milling charges or on the outturn ratio and will vary with contract to contract. For each lot, portal will display the lowest offer by any miller (without disclosing name of the miller). A miller may revise its bid (only increase from the highest bid) any number of times during the live auction period.
- vi. At the end of bidding period, the miller with the lowest bid will be awarded the contract.
- vii. On award of contract, successful miller will have to submit Security Deposit in form of Bank Guarantee equivalent to the amount of the market value of processed pulses to be delivered at delivery point specified in the contract by NAFED or existing market price of processed pulses at buyer delivery point, whichever is higher.

c. Pulses Milling and Delivery

- i. Miller has to lift stock from the warehouse where NAFED stock is lying and transport it to their Mill/Plant (this would include handling, transportation, transit insurance, loading/unloading etc.)
- ii. Conversion of whole pulses into milled/processed pulses meeting the quality specifications prescribed by NAFED for the said milled pulses
- iii. To ensure packaging of processed pulses as prescribed by NAFED in New Virgin 'B' Twill Trade Jute 50 kg bags.
- iv. To ensure delivery of packaged processed pulses to the NAFED specified delivery points within the stipulated time frame without tampering the stock.
- v. To obtain the delivery receipt of the stocks from the buyer (nominated by NAFED) and submit the same back to NAFED.
- vi. The miller will be obligated to keep NAFED updated of all the activities including lifting of stocks from warehouse, assaying, lot wise completion of milling, packaging and delivery to buyer on the e-portal.

Payment Terms

As per the Terms & Conditions of the contract awarded to the miller by NAFED.

Completeness of the contract

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

- a. The miller completes the supply of contract processed quantity of pulses, as per the required quality specifications and within the stipulated time lines to the NAFED/ NAFED buyer, or
- b. In the event of any variation in delivery time and/or quality and/or quantity of the supplied pulses to NAFED/ NAFED buyers, the dispute between the miller and NAFED/ NAFED buyer is settled (either amicably or through legal proceedings), or
- c. In the event the miller is not able to supply the processed pulses to NAFED/ NAFED buyer for any reason attributed to the miller, the cost of the order is recovered from miller by revoking its bank guarantee submitted before lifting of stocks and blacklisting miller from further participation in future contracts as per discretion of NAFED.

Representation and Warranties of NAFED

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

1. Status

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

2. Binding obligations

The obligations expressed to be assumed by it under the Agreement including the supply of pulses are legal, valid, binding and enforceable obligations. No-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.

3. Power and authority

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

4. Validity and admissibility in evidence

All authorizations 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.

Representation and Warranties of Miller

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

1. Status

It is Company, 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 an LLP registered under LLP Act, 2008 or a partnership firm registered under Indian Partnership Act, 1932 or a Cooperative Society registered under MSCS Act, 2002 or a sole proprietorship.

2. 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 Tenderdocument.

3. Binding obligations

The obligations expressed to be assumed by it under the Agreement including the Services are legal, valid, binding and enforceable obligations.

4. 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.

5. Power and authority

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

6. Validity and admissibility in evidence

All authorizations 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.

Indemnity

The miller 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 miller in respect of the services provided etc., whatsoever.

Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

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.

Integrity Pact

The Service Provider agrees to enter into an Integrity Pact as per enclosure.

Holiday Listing

NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the millers. Notwithstanding anything contained in this Agreement, 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.

Applicable Law Jurisdiction and Dispute Resolution:

This Agreement shall be constituted 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 and the High Court at 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.

- a. All or any disputes arising out or touching upon or in relation to the terms of this Agreement and process thereof 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.

- b. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Miller in the courts having jurisdiction over the parties.

EXECUTION:

This agreement has been approved by the Competent Authority of NAFED vide approval dated _____ in the file no _____ and on behalf of NAFED through the _____ who has duly been authorized by the Managing Director of NAFED vide authorization letter dated _____ which is enclosed herewith as Annexure ____ This agreement is being signed on behalf of _____ through its Director/Partner/Proprietor _____ S/o _____ who has duly been authorized by the Board of Directors of the Company vide Board resolution/partnership firm/proprietorship firm dated _____ which is annexed herewith as annexure _____

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date mentioned against their respective signatures

Signatures:

_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Signature:	Signature:
_____	_____
By signing this documents, I also confirm that I am authorized to sign on behalf of “NAFED”	By signing this documents, I also confirm that I am authorized to sign on behalf of “Miller”
_____	_____

Witnesses

1.	1.
2.	2.

Witnesses

1.	1.
2.	2.

INTEGRITY PACT

Between

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

And

M/S -----Represented by Shri ----, Designated Officer by the BIDDER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) 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 for supply of 1000 MT Indian Non Basmati Rice 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 MD, NAFED.

Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of NAFED and the Bidder/Contractor/Subcontractor with confidentiality.

NAFED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between NAFED and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NAFED and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the MD, NAFED within 8 to 10 weeks from the date of reference or intimation to him by NAFED and should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the MD NAFED a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.

The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded. `

If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD, NAFED.

Section 10 – Other provisions

This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of NAFED. i.e. New Delhi.

Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of NAFED)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)