# nafed.jpg

# NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.

 Head Off: Siddhartha Enclave, Ashram Chowk,

Ring Road, New Delhi-110 014 Phones: EPABX- 26340019 (8 Lines)

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

**RETAIL BUSINESS DIVISION**

**EOI NO: NAFED/HO/ RBD/Bharat Atta/Phase-II/2023-24/01**

**DATED**: **15-11.2023**

# EXPRESSION OF INTEREST FROM CHAKKI/FLOUR MILLERS FOR EMPANLEMENT WITH NAFED FOR MILLING AND SUPPLY OF ATTA TO NAFED SPECIFIED DELIVERY POINTS

**State Head,**

**NAFED- Branch Office**

As per directives of the Government of India, NAFED is undertaking supply of Atta to open market and various States under different welfare schemes. For this purpose, NAFED intends to empanel Chakki/Flour millers across India, meeting minimum criteria, for milling and supply of Atta on behalf of nafed to specified delivery points.

The application form and other terms & conditions may be downloaded by the interested parties from NAFED website [www.nafed-india.com.](http://www.nafed-india.com/) NAFED reserves its right to accept or reject any or all the applications.

1. Intending millers shall submit application in the prescribed format (duly filled in) along with supporting documents to concerned Branch Office of NAFED.
2. The millers shall be required to send the original application in physical form to the above address
3. The miller applicant shall 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 designated account number provided by the concerned Branch Office.
4. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of tender process. The EOI is not the subject of any process of contract or any contractual obligations between NAFED and prospective Miller.

# Introduction

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). NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.

As per directives of the Government of India, NAFED is undertaking supply of Atta to open market at MRP not exceeding Rs. 27.50/- per Kg. or may be decided by Government of India.

For this, NAFED invites application to empanel Chakki/Flour millers/ meeting minimum eligibility in wheat processing. NAFED shall invite quotes from empanelled millers to outsource milling activities on regular basis. NAFED may also engage a private service provider to facilitate bidding process through online platform. In such a case, the empanelled millers will be required to register on the portal to participate in the bidding process. The bidding process shall be based on auction or reverse auction or fixed cost or any other policy based on the nature of order.

# Scope of Work:

# Wheat Milling and Delivery

* + 1. 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.)
		2. Conversion of whole Wheat into Atta meeting the quality specifications prescribed by NAFED for the said milled Atta.
		3. To ensure packaging of processed Atta as prescribed by NAFED or as per specification of buyer.
		4. To ensure delivery of packaged Atta to the NAFED specified delivery points within the stipulated time frame without tampering the stock.
		5. To obtain the delivery receipt of the stocks from the buyer (nominated by NAFED) and submit the same back to NAFED
		6. 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.

# Minimum Eligibility Criteria

* 1. Interested Miller shall be in possession of Chakki/Flour mill through ownership/ registered lease with a valid license and agreement. The residual lease period should be for a minimum 12 months period from date of empanelment.
	2. For processing of whole wheat, 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 (15 MT per day for the north eastern region and Himalayan States/UTs) for which Miller must provide details of each milling unit as per the format attached.
	3. The milling unit should have atleast 8 chakkis (4 chakkies for the north eastern region and Himalayan States/UTs ) installed.
	4. The interested miller should have average annual turnover of Rs 10 crores (Rs 5 crores for the north eastern region and Himalayan States/UTs ) during last last financial year i.e 2022-23 and also have positive net worth as on date of application. For the purpose certified copies of the audited balance sheet of last financial year i.e. 2022-23 should be provided along with Turnover and Networth Certificate certified by Charted Accountant. This clause is not applicable for the millers/milling Units established during this financial year i.e on and after 1st April 2023.
	5. 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 (duly registered under the Limited Liability Partnership Act,2008) or Cooperative registered under Multistate Cooperative Act,2002.
	6. Interested Miller must have following registrations and certifications and shall provide a self-attested copies of all the certificates with the application:
1. FSSAI registration
2. GST registration
3. PAN Card
4. PF&ESI registration
	1. The miller must possess all required statutory permissions from concerned State/ Central Government authorities to undertake milling activities and storage unit.
	2. The interested miller shouldn’t have been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
	3. The interested miller should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as milling service provider to NAFED
	4. 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.

# Signing of applications

* 1. Person(s) signing the application shall state in what legal capacity he /she/ they is/are signing the bids.
		1. In case of Partnership firm/LLP, the application must be signed by at the authorized partner. The self attested copy of the partnership deed/LLP agreement be furnished along with the Bid.
		2. In case of company/cooperative, the names of all the Directors shall be mentioned and 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, bye laws etc.

# Evaluation of applications

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).

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 as per format annexed as Annexure 3.

# Annexure 1

Application Letter

To,

State Head,

NAFED

Ref. EOI vide no. Dear Sir,

I/We have thoroughly examined and understood all the terms and conditions as contained in the EOI and agree to abide it.

I/We hereby offer to mill whole wheat and deliver Atta (as directed and specified by NAFED).

Yours faithfully,

Authorized Signatory

# Demographics

**Registration Form**

# Annexure -2

|  |  |
| --- | --- |
| **Name of Interested miller** |  |
| **Firm type (Sole Prop/ Partnership/ Company/ Cooperative/LLP)** |  |
| **Registered office** |  |
| **Name of proprietor/partner/director** |  |
| **GST** |  |
| **PAN** |  |

# Plant wise details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Production unit details** |  | **Plant 1** | **Plant 2** | **Plant 3** |
|  | **Location** |  |  |  |
|  | **District** |  |  |  |
|  | **State** |  |  |  |
|  | **Pin Code** |  |  |  |
|  | **Capacity in TPD** |  |  |  |
|  | **Commodities processed** |  |  |  |
|  | **Commercial Operation Date** |  |  |  |
|  | **Contact person** |  |  |  |
|  | **Telephone** |  |  |  |
|  | **Email ID** |  |  |  |
|  | **FSSAI registration No.** |  |  |  |
|  | **FSSAI Valid till** |  |  |  |

#  Declaration

|  |  |
| --- | --- |
| **Self-declaration for not been blacklisted by any State/Central Govt. body/ 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 as milling service provider 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.** |  |

1. **Supporting documents to be enclosed**

|  |  |
| --- | --- |
| **Last financial year i.e 2022-23 attested audited Balance sheet along with Turnover and net worth certificate certified by Charted Accountant** |  |
| **Self-attested IT return for latest financial year** |  |
| **Latest quarterly GST return** |  |
| **PAN Card copy** |  |
| **Factory license for processing & stocking of Atta unit** |  |
| **FSSAI license for milling unit** |  |
| **Capacity proof of milling unit** |  |
| **Address proof of the milling unit (electricity bill, etc.)** |  |
| **Valid lease agreement in case of leased mill or exemption certificate** |  |
| **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.** |  |

Date: Place:

# Annexure 3

**EMPANELMENT AGREEMENT**

This Service Agreement is entered on this day of

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 limited company incorporated under the provisions of the Companies Act, 1956, or a cooperative registered under Multistate cooperative Act and engaged in business of Atta manufacturing 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). NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.
2. As per directive of the Government of India, NAFED shall undertake supply of Atta to open market and 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 wheat in possession of Government and supply of Atta to its various Government Institutional buyers or open market.
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**

1. The headings in the Agreement are inserted for convenience only and shall be ignored in construing the Agreement.
2. 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.
3. 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

# Wheat Milling and Delivery

* 1. 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.)
	2. Conversion of whole wheat into Atta meeting the quality specifications prescribed by NAFED for the said milled wheat
	3. To ensure delivery of packaged Atta to the NAFED specified delivery points within the stipulated time frame without tampering the stock.
	4. To obtain the delivery receipt of the stocks from the buyer (nominated by NAFED) and submit the same back to NAFED.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.

# Consideration and Payment Terms

It is hereby agreed and accepted between the parties that, NAFED shall pay to the Miller and the Miller shall be entitled to receive from NAFED for the milling activity performed by miller under various contracts a service charge as per terms and conditions of the auction contracts awarded to the miller.

# Completeness of the contract

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

* + 1. The miller completes the supply of contract processed quantity of Atta, as per the required quality specifications and within the stipulated time lines to the NAFED/ NAFED buyer, or
		2. In the event of any variation in delivery time and/or quality and/or quantity of the supplied Atta to NAFED/ NAFED buyers, the dispute between the miller and NAFED/ NAFED buyer is settled (either amicably or through legal proceedings), or
		3. In the event the miller is not able to supply the Atta 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.

# 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.

# Status

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

# Binding obligations

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

# 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.

# 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.

# Validity and admissibility in evidence

All authorizations required or desirable:

* 1. to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Agreement; and
	2. 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.

# 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.

# Technical and Financial Capacity

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

# Binding obligations

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

# 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.

# 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.

# Validity and admissibility in evidence

All authorizations required or desirable:

* 1. to enable it lawfully to enter into, exercise its rights and comply with its

obligations in the Agreement; and

* 1. 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.

# Resolution of Disputes

NAFED and the miller shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, NAFED and the miller have been unable to resolve the disputes amicably; such disputes will be adjudicated and resolved in a Court of law of competent jurisdiction. This Contract shall be governed by the Laws of India for the time being in force.

# 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.

# 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 the

Parties agree to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this tender process may be brought in a court at New Delhi.

**Integrity pact**

 The miller agrees to enter into an Integrity Pact as per Annexure 4.

**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 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.

1. 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 r/w relevant provisions of Multi State Co-operative Societies Act of 2002. The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
2. 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, we, the parties hereto, have set and subscribed their respective hands and seals on this Agreement on the day, month, year first as mentioned in the presence of the following witnesses as the intention is to carry the obligations under the agreement.

|  |  |
| --- | --- |
| For and on behalf of NAFED | For and on behalf of **“Miller”** |
| Signature | Signature |
| Name & designation: | Name & designation: |
| Witness: | Witness: |
| 1.  | 1. |
| 2. | 2. |

**Annexure 4**

This non-judicial stamp paper forms an integral part of **INTEGRITY PACT** Agreement dated \_\_\_\_\_\_\_\_\_\_\_ executed between NAFED and M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 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”, 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 first part.

And

M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. a company registered under the provisions of [Companies Act of 1956 or 2013] or a sole proprietorship / partnership firm having its Regd Office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through its duly authorized Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 had engaged supplier for supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as per the agreement/award letter dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ executed between NAFED and the supplier 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 supplier.

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: -

(a) 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.

(b) 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 Supplier

 1. Supplier 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.

(a) Supplier, 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.

(b) Supplier 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.

(c) Supplier 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.

(d) Supplier of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Supplier 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.

(e) Supplier 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.

(f) Supplier 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 Supplier, before award of the contact or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, NAFED shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If Supplier 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 Supplier from the supply process, 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 MoA executed between NAFED and supplier.

 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 Supplier liquidated damages as per MoA or the amount equivalent to Performance Bank Guarantee stipulated in the MoA executed between NAFED and Supplier.

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Supplier

Supplier 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 Supplier

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

 Supplier accepts that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Supplier . The Supplier 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 supplier is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

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

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(For & On behalf of NAFED) (For & on behalf of supplier)

 (Office Seal) (Office Seal)