

NAFED

Approved copy.

**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF
MANUFACTURERS/MILLERS/ Traders FOR SUPPLY OF FORTIFIED RICE
KERNEL (FRK) TO INSTITUTIONAL BUYERS THROUGH NAFED**

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NOTICE INVITING APPLICATIONS

1. NAFED invites applications in its prescribed Document for Empanelment of millers/manufactures/ traders for supply of FRK (Fortified Rice Kernel) to Institutional Buyers through NAFED meeting the conditions as stipulated in this EOI Document.
2. EOI document can be downloaded from NAFED's website www.nafed-india.com.
3. NAFED reserves the right to accept or reject any or all application and/ or to cancel the EOI at any stage without assigning any reason/notice whatsoever.
4. NAFED also reserves the right to amend the EOI.

(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)

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Disclaimer

1. The information contained in this EOI document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the NAFED or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this EOI document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NAFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
2. This EOI document is not an agreement with the prospective applicants or any other person. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the NAFED in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the NAFED, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI document and obtain independent advice from appropriate sources.
3. The NAFED, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI document or arising in any way in this Selection Process.
4. The NAFED also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.
5. NAFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.

(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)

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6. The issue of this EOI document does not imply that the NAFED is bound to select any applicant or to appoint the selected applicants as the case may be, for the assignment and the NAFED reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.



**(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)**

OFFER LETTER FROM THE APPLICANT

From
(Full Name of the Applicant firm) _____
Address _____
Phone No. _____
Fax _____
Email id _____
Website _____

To
Managing Director
NAFED

Dear Sir,

With reference to your EOI No. _____ dated _____ have been examined and understood the instructions, terms and conditions forming part of the empanelment, I/we submit the application for Empanelment of millers/manufacturers/Trader for supply of FRK (Fortified Rice Kernel) to Institutional Buyers through NAFED.

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Application document, duly signed and enclosed herewith and I/We agree to abide by them. We further confirm that the application is in conformity with the terms and conditions as mentioned in the EOI document. We also understand that NAFED is not bound to accept the offer either in part or in full and that NAFED has right to reject the offer in full or in part without assigning any reasons whatsoever.

3. I/We do hereby declare that the entries made in the application are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

4. I/We do hereby declare that the Applicant on whose behalf this Tender is submitted has not been blacklisted or otherwise debarred by NAFED or Central/State Govt. or any Central/ State PSU /Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

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(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)

I/We hereby declare that the Applicant on whose behalf this Application is submitted was blacklisted/debarred by _____ (here give the name of the Department/Agency) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (Strike out whatever is not applicable)

7. I/We certify that all information furnished by the Applicant is true & correct and in the event that the information is found to be incorrect/untrue, the NAFED shall have the right to disqualify the Applicant without giving any notice or reason thereof and/or summarily terminate the contract and/or blacklist the organization for a minimum period of five years without prejudice to any other rights that the NAFED may have under the Contract and Law.

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**(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)**

EXPRESSION OF INTEREST (EOI) DOCUMENT FOR EMPANELMENT OF FRK (Fortified Rice Kernel) MANUFACTURERS/MILLERS/TRADERS FOR SUPPLY OF FRK TO INSTITUTIONAL BUYERS THROUGH NAFED

1 Introduction

- a. National Agricultural Cooperative Marketing Federation of India Limited (NAFED), is an apex level Cooperative Marketing Federation in India.
- b. Institutional Supplies department of NAFED is engaged in supply of milled pulses, edible oil and other food products to various Central/ State Government Institutions.
- c. NAFED operates with its Headquarters at New Delhi and branches and sub-offices located in the state capitals and other important cities across India

2. Objective of the EOI

For empanelment of manufacturers/millers/trader of FRK, sourcing and supply to Central/ State Government Institutional, private institutions or commercial trade.

3. Minimum Eligibility Criteria for Applicant of National Level:

The following are the minimum eligibility criteria

1) Eligibility Criteria for miller:-

- a) Interested Supplier shall be in possession of mill/ processing unit of FRK through ownership with a valid license from concerned authorities.
- b) Interested Supplier 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).
- c) Interested Supplier must have following registrations and certifications and shall provide a self-attested copies of all the certificates with the application:
 - a) FSSAI registration
 - b) GST registration
 - c) Service Tax Registration. In case if millers are exempted under Service Tax, a copy of relevant document to be furnished.
- d) The Supplier must possess all required statutory permissions from concerned State/ Central Government authorities to undertake FRK milling activities and storage unit.
- e) The interested Miller should not have been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- f) The interested supplier 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.

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**(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)**

- g) The interested supplier 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.
- ii) Eligibility criteria for Parties other than miller
- a) Copy of FSSAI of the Supplier from whom he purchase FRK.
 - b) One year experience for supplying of FRK.
 - c) GST registration
 - d) The interested ~~Bidder~~ ^{Party} should not have been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
 - e) The interested supplier should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services to NAFED.
 - f) The interested supplier 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
 - g) Interested Supplier 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).
 - h)

4. Period of engagement of the Processor:

The empanelment of the supplier will be for a period of two years from the date of agreement which may be mutually extended on yearly basis on the same terms and conditions subject to satisfaction of NAFED.

6. Signing of Tenders

- a) The authorized signatory shall possess Authority Letter for submission of EOI documents. The authorized signatory signing the application shall state in what capacity he/she is/ they are, signing the application, e.g., Director/Partner having authority to bind all the partners in all matters pertaining to the contract. In case of limited Company/LLP/Firm, the names of all the Directors/Partner shall be mentioned, and a copy of the Resolution passed by the Company/LLP/Firm authorizing the person signing the tender to do so on behalf of the company/LLP/Firm shall be produced along with a copy of the Deed/Memorandum of the LLP/Company/Firm and Articles of Association of the Company/LLP/Firm.
- b) The authorized signatory signing the application, or any documents forming part of the application, on behalf of another, or on behalf of a firm shall be responsible to submit a proper Authority letter in his favor, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the authorized

(Name, Signature & Seal of Authorized Signatory

For and on behalf of the Applicant)

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person so signing the application fails to provide the said Authority letter his application shall be summarily rejected without prejudice to any other right of the NAFED under the law.

- c) The authority letter should be signed by all the partners in case of a partnership concern or any partner(s) who has been authorized by other partners and by the person who by his signature can bind the company/LLP/Firm in the case of a limited company/LLP./Firm The Authority letter duly signed should be provided along with the application.

7. Documents Comprising the Tender

The EOI shall comprise of all its Annexures, Appendices and all supporting documents and attachments. The application complete in all respect including all attachments, annexures and appendices as prescribed in this EOI Document shall be provided by the authorized signatory as stipulated in the EOI.

8. Submission of Application

- a) The application shall be submitted in hard copy of EOI document duly signed by the Authorized Signatory with self-attested copies of the supporting documents at the above mentioned address.
- b) The Application shall include the following:
- i. EOI document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender
 - ii. Self-certified Certificate of incorporation
 - iii. In case of partnership firm, scanned copy of original or an attested copy of the registered partnership deed.
 - iv. In case of limited company/LLP, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company/LLP authorizing the person signing the application to do so on behalf of the company/LLP shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company/LLP.
 - v. FSSAI registration on in case of miller
 - vi. For Trader FSSAI license of Miller from whom he purchase FRK
 - vii. GST registration.
 - viii. KYC of firm and its proprietor/partners/Directors.
 - ix. Factory license/license from Govt. authority to run FRK plant.
 - x. Service Tax Registration. In case if millers/Trader are exempted under Service Tax, a copy of relevant document to be furnished.

(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)

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- xi. Hard copy of all other relevant documents in support of eligibility criteria.
- c) All supporting documents have to be submitted along with the application.
- d) The applicant shall bear all costs associated with the preparation and submission of its Application. NAFED will in no case be responsible or liable for these costs, regardless of outcome of the empanelment process.
- e) Millers/manufacturers/Traders are requested to read the terms and conditions carefully before the submission of application.

9. Verification

NAFED reserves the right to verify any or all statements made by the Applicant in the application by referring to the third parties and to inspect the Applicant's facilities to satisfy itself about the Applicant's capacity to perform the job.

10- HOLIDAY LISTING

Notwithstanding anything contained in this bid documents, NAFED's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement 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's 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.

11- Integrity Pact

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

12. Indemnity

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

13 Confidentiality

The Applicant and its employees shall undertake to maintain absolute Confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to agency of Govt. of India and its affairs to which the applicant/ their employees etc have access, in the course of performance of the contract.

(Name, Signature & Seal of Authorized Signatory
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14 Applicable Law Jurisdiction and Dispute Resolution:

i-The EOI document 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.

ii-All or any disputes arising out or touching upon or in relation to the terms of this tender document 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.

iii) Nothing contained in this clause shall prevent the Nafed from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

Annexure- I

Registration Form

1. Demographics

In case of miller/ manufactures, he has to provide detail of his plant.
However, in case of Trader, He has to provide detail of plant from whom he purchases FRK.

Name of the Miller/Manufacturers/Trader	
Firm type (Sole Prop/ Partnership/ Company/ Cooperative)	

(Name, Signature & Seal of Authorized Signatory

For and on behalf of the Applicant)

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Registered office	
Name of proprietor/partner/director	
CIN	
PAN	
TIN	
Bank Account Number	
Branch and address of Bank	

2. Plant wise details: In case of miller/ manufactures, he has to provide detail of his plant. However, in case of Trader, He has to provide detail of plant from whom he purchases FRK.

Plant 1:

Particulars	
Location	
District	
State	
PIN Code	
Capacity in TPD	
Commercial Operation Date	
Contact Person	
Telephone	
Mobile Number	
e-mail ID	
FSSAI Registration Number	

- Plant 2: In case of miller/ manufactures, he has to provide detail of his plant. However, in case of Trader, He has to provide detail of plant from whom he purchases FRK.

Particulars	
Location	
District	
State	
PIN Code	
Capacity in TPD	
Commercial Operation Date	
Contact Person	
Telephone	
Mobile Number	
e-mail ID	
FSSAI Registration Number	

(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)

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3. Declaration

In case of miller/ manufactures, he has to provide detail of his plant.

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.	

4. Uploads:

In case of miller/ manufactures, he has to provide detail of his plant.
However, in case of Trader, He has to provide detail of plant from whom he purchases FRK

GST registration certificate	
PAN Card copy	
Factory license/license from govt. authority for processing & stocking of FRK. In in case of Trader, He has to provide detail of plant from whom he purchases FRK.	
FSSAI license for milling/manufacturing unit In case of Trader, He has to provide FSSAI license of plant from whom he purchases FRK.	
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:

(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)

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INTEGRITY PACT

(on the letterhead of the company / firm)

Between

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

And

_____,^a
 Limited/Private/Partnership 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 "SELLER ") which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

Preamble

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

NAFED has invited Expression of Interest **FOR EMPANELMENT OF MANUFACTURERS/MILLERS/ Traders FOR SUPPLY OF FORTIFIED RICE KERNEL (FRK) TO INSTITUTIONAL** 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 Miller/Manufacturer/trader confidential/additional information

(Name, Signature & Seal of Authorized Signatory

For and on behalf of the Applicant)

V. S. S. S.

through which the Miller/Manufacturer/trader 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 Miller/Manufacturer/trader

1. The Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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 Miller/Manufacturer/trader will not enter with other Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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

(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)

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If the Miller/Manufacturer/trader, 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 the Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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 Miller/Manufacturer/trader liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

The Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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 Miller/Manufacturer/trader

**(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)**



If NAFED obtains knowledge of conduct of a Miller/Manufacturer/trader or of an employee or a representative or an associate of the Miller/Manufacturer/trader 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 IS Division, NAFED.

Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Miller/Manufacturer/trader. The Miller/Manufacturer/trader 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 Miller/Manufacturer/trader 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

(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)



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 Miller/Manufacturer/trader 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 Miller/Manufacturer/trader)

(Office Seal)

(Office Seal)

**(Name, Signature & Seal of Authorized Signatory
For and on behalf of the Applicant)**

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