

### **NOTICE INVITING TENDER**

Tender Ref: - AHM/MDM/Chana/0205

NAFED Ahmedabad branch invites bids through e-tender (in two bids system), from millers of pulses for processing/ milling, packing, transportation and supply of Chana (whole) to Gujarat State Civil Supplies Corporation Ltd at various locations in Gujarat.

Name of Work	Supply of Chana (whole) to Gujarat State Civil Supplies Corporation Ltd
Last Date of submission of Technical Bids	02 May 2025, 12:00 PM
Opening & evaluation of Technical Bids	02 May 2025, 02:00 PM
Opening of Price Bids from the technically qualified bidders	02 May 2025 2:30 PM

Tender Documents can be downloaded from NAFED website: - <https://www.nafed-india.com/tenders>

**Terms & Conditions for e-tender to be held by NAFED for supply of Chana Whole to State Government of Gujarat under MDM.**

NAFED invites bids through e-tender (in two bids system), over email to be held as per below details, from reputed millers for supply of Chana Whole to State Government of Gujarat under MDM.

The tender document can be downloaded from [www.nafed-india.com/tenders](http://www.nafed-india.com/tenders) . NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.

<b>Name of Government Institution</b>	Gujarat State Civil Supplies Corporation Limited
<b>Milled/ processed pulses to be supplied</b>	Chana whole
<b>Delivery locations</b>	Taluka Level GSCSC godowns in the state of Gujarat
<b>Pack size</b>	30 Kg PP Bag as per annexure III and IV
<b>Contract period</b>	Apr- Sept 25
<b>Delivery timelines:</b>	
EMD & SD	EMD – 10, 00, 000 per cluster (EMD can be converted to SD on receipt of written communication.) EMD of unsuccessful bidders will be returned in 2 business days.
Submission of SD by the successful bidder	5% of Contract value. To be deposited within 5 bank working days from date of award of contract by NAFED in favour of successful bidder
Due date for completion of delivery of milled pulses	For first 3 Months - 100% delivery of Chana Whole has to be completed within 30 days from the date of award of contract. For balance 3 months- delivery has to be completed within next 20 days.
<b>Financial Document</b>	
The bidder is to submit password protected pdf file of price bid through email. The price bid should contain:-	<ol style="list-style-type: none"> <li>1. Cost of milling, handling &amp; transportation charges (Rs./qtl, including GST) of raw Chana stock to be issued to the miller at fixed OTR (conversion ratio of 91.5%) for milling and supply of Chana whole.</li> <li>2. Cost of arranging for transportation of Chana Whole to GSCSCL delivery centers at taluka level in the State of Gujarat.</li> <li>3. Any other expenses as per the terms &amp; conditions.</li> <li>4. All levies, duties &amp; taxes including GST, works contract tax, local taxes, income tax and other taxes, if any</li> </ol>
Bid Validity	30 calendar days or acceptance of rate by State department whichever is later

- a.** NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- b.** This bid documents shall be governed and construed in accordance with the Indian Laws.
- c.** It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- d.** No Suit, prosecution or any legal proceedings will be lie against NAFED or any official(s) of NAFED for anything that is done in good faith or intended to be done in pursuance of supply under this bid documents/e tender.

## **GENERAL - TERMS AND CONDITIONS**

### **A. Eligibility for participation and award of contract**

1. The Bidder should have either owned or lease milling/ processing facility for Chana Whole in the state of Gujarat with a valid license from the concern authorities. In the eventuality of lease milling unit, the lease agreement must be registered and valid for another one year from the date of e-auction. The bidder will have to submit proof of capacity certificate (FSSAI certificate mentioning milling capacity certificate issued by the respective Department of the State Government) in support of same and Factory License.
2. The bidder should have valid FSSAI license for manufacturing, storing and packaging of Chana Whole. In case of registered lease agreement, FSSAI of registered milling unit needs to be submitted.
3. The minimum milling capacity is 30 MT/Day. The milling capacity of the millers will be considered as mentioned in their FSSAI license of the milling unit (owned/registered leased).
4. Bidder should have, in past 5 years, minimum experience for supply of 5000 MT Chana Whole to State/ central Govt. department, PSU and Public limited company, armed forces etc. To clarify this, bidder must provide work completion certificate issued by the purchasing institution. If supplied were made through NAFED, work order issued by NAFED in f/o bidder shall be provided.
5. The Bidder must have average annual Turnover for the last three Financial Year i.e. 2022-23, 2023-24 and 2024-25 must not be less than 50% of estimated value of tender. (The bidder will have to produce a copy of the Financial Year 2022-23, 2023-24 and 2024-25 Balance Sheet and Profit & Loss Accounts duly certified by Chartered Accountant (with UDIN)).
6. Bidders who have supplied milled / cleaned pulses to the GSCSCL through Nafed in the past need not submit the documents in support of the eligibility criteria as mentioned above except the documents mentioned at A 8.
7. Any bidder other than complying with point A-6 will be allocated one cluster only.
8. A Notarize self-declaration on Rs.300/- non-judicial stamp, stating that, Bidder has wide experience in this field and has good reputation in the market and himself is not debarred or blacklisted by any State Government or Central Government, or offices of any Board, Corporation or other local authority or not blacklisted for short or long period.

### **B. Scope of work**

#### **1. Quality parameters of Chana Whole to be delivered**

- a. Please refer the Quality Specification for concerned commodity as detailed in the auction.
- b. The successful bidder shall undertake the milling in the milling unit registered with NAFED or for which valid proofs have been submitted by the successful bidder as per eligibility condition mentioned in Clause A of Eligibility as above. In the event, during the contract, if it is found by NAFED that successful bidder is undertaking milling in a mill not informed to NAFED/ for which valid proofs have not been submitted as per above Clause A of Eligibility or supplying milled dal procured from open market, it shall be treated as breach of contract and the contract shall stand cancelled. Depending upon gravity of the situation necessary action shall be taken against the successful bidder.
- c. NAFED and/or authorized official on behalf of the Institutional Client of NAFED, can visit the milling premises at any point of time during the process of completion of supply order awarded to the successful bidder.
- d. NAFED and/or authorized official from the Institutional Client of NAFED at its own discretion may get samples tested for added color/adulteration. The Cost of such test will be debited to successful bidder's account. Action will be initiated against those successful bidders who fail to comply with above specified quality parameters as per terms and conditions, and as per provisions under Food Safety and Standards Act and connected rules.
- e. The Successful bidders will be solely responsible for consequences for any violation of the Food Safety and Standards Act, 2011 and connected rules.

## **2. Details of stock of raw material offered for milling**

- a. The detail of the stock offered for processing will be detailed in the detailed in this document. The stock will be offered on net weight basis. The details of delivery locations of milled pulses and raw material godowns is annexed in this tender document.
- b. The stock details mentioned in the document are the stock earmarked against delivery of milled product for this contract. The miller shall be provided un-milled stock of Chana by NAFED. The un-milled stock shall be provided to the miller based on the fixed conversion ratio (un-milled to milled %) of 91.5%.
- c. The successful bidder will be responsible for lifting the unprocessed commodity from NAFED specified warehouses and transport (which includes handling, transportation, transit insurance, loading/unloading etc.) to its milling unit. The successful bidder may select any of the options listed below to take delivery of raw material
  - i. Option 1: Lifting of stock against interest free security deposit (in form of RTGS/NEFT, or Bank Guarantee from a scheduled bank/nationalized bank equivalent to the 100% value of raw material which successful bidder intends to lift. For the purpose of arriving at value of raw material, cost of the stock will be considered as Rs.6000/qtl. Bank Guarantee should be valid for the period of 12 months.
  - ii. Option 2: Lifting of stock proportionate to satisfactory and successful supply of milled items by the successful bidder within the stipulated time delivery and submission of bills with relevant documents to the State Head of the concerned branch of NAFED.
    - In such eventuality, successful miller shall be responsible for submission of all relevant documents with NAFED within 15 calendar days from date of delivery of Chana Whole to the institutional client.
    - If there is as any delay in receiving of acknowledgement or any other relevant documents from State Agency/ Govt./Depot/Institutional client of NAFED, Miller should intimate to respective NAFED Branch in writing within given time period of 15 calendar days and concerned branch will verify the facts of the information provided.
- d. The Successful bidder should pre-inspect the earmarked stocks of raw stock, at its own cost, before submission of the bid. Under no condition, request for change in stock location shall be entertained from the successful bidder. After the award of supply order, if the bidder complains about the quality of raw material and delays supplies on this account, NAFED will cancel the tender and award new tender at the risk and cost of the supplier.
- e. The stock location of the stock earmarked against delivery of the Chana Whole for this contract indicates the warehouse location of the concerned SWC/CWC as well as cluster of godowns located in the vicinity which may be mapped to the SWC/CWC warehouse. Successful bidder may get delivery either from the SWC/CWC warehouse or from any of the godowns in the vicinity linked to the SWC/CWC warehouse.
- f. The raw stock to be issued to the millers for the supplies under this contract is the stock allocated to the State Government of Gujarat. Therefore, the free lifting period will be calculated as per the date of issuance of Delivery Order in the name of the State Department.
- g. In case of non-lifting of the raw stock within the free delivery period or the expiry of the free lifting period given to the State Govt. normal godown rent shall be charged by NAFED from the successful bidder for storage of stocks based on un- lifted quantity as applicable. No godown rent will be paid by GSCSCL in any case.
- h. In case of non-lifting of the raw stock within the free delivery period, normal godown rent shall be charged by NAFED from the successful bidder for storage of stocks based on un-lifted quantity for the extended period as applicable. The stocks shall continue to be

stored by NAFD on behalf of the party at the cost, risk and responsibility of the party only and NAFED/its Intuitional client (GSCSCL) shall not be responsible or liable for any storage charges, damages, shortage, loss on account of deterioration of quality, shortage due to driage, theft, fire or any natural calamity, etc. or any other consequences thereupon. Stock can be hold in the godowns for a maximum period of 6 months after allotment of stock to State Govt.

- i. As the stock to be issued to the successful bidder/miller is allocated to State Government therefore millers are advised to supply Chana Whole after lifting raw material.
- j. Successful bidders are required to pay Lifting charges/Loading charges, weighing charges and other expenses, if any, at the warehouse location directly at the time of lifting stock.
- k. Since the raw material is of GSCSCL and NAFED is only offering milling and supply so in case any quality dispute arise in raw Chana, NAFED will compile the request received from millers and submit the same to GSCSCL for necessary direction. The decision of GSCSCL will be final and binding on all.

### **3. Packaging & labeling**

- a. Successful bidder should supply the stock of Chana Whole as per the quality parameters defined in annexure II of this document in 30 Kg PP Bag.
- b. The successful bidder must ensure that the stock is processed and packed only and only in their own or registered leased milling units which must be registered with NAFED at the time of bidding. The assayer, if required, will only be deputed at the mill registered with NAFED.
- c. The Bag specification and design to be printed on 30 Kg PP Bags is attached in annexure III and IV.

### **4. Assaying & Testing**

- a. The quality of Chana whole would be checked by the GSCSCL's established laboratory i.e. Food Research laboratory (FRL).
- b. Sampling process would be carried out by FRL at supplier's milling/factory/godown premises only. After completion of sampling, whole sampled stack would be sealed by FRL.
- c. Collected samples will be sent to FRL and Chana whole would be accepted only after quality checked and passed by FRL.
- d. The sealed stack would be opened by FRL, only after QC passed report received. Passed stock would be dispatched in presence of FRL only.
- e. Upon delivery of the stock at depot point, 100% Cross verification will be done at the GSCSCL godown by GSCSCL representative for the stock dispatched by the supplier. Cross verification sample would be drawn by the representative of quality control person in the presence of godown manager, representative of supplier and SAK/deputy Mamlatdar (Supply). In case stock gets rejected in cross verification, the supplier shall replace the stock within 10 working days from the date of quality analysis report of FRL mailed to supplier. No appeal would be given for rejection in cross verification.
- f. Cross sampling of the stock can be done by GSCSCL or its authorized representative at any point in the supply chain. In case, the supplied stock is rejected, the successful bidder shall have to replace the stock, at his own cost and risk within 3 days of rejection of stock. If the replacement of stock not done in given time period, penalty at rate 5% on milling charges should be charged per day per MT.
- g. For replacement of the rejected stock, the condition relating to FRL testing will be the same as fresh offer.
- h. The quality of Chana Whole will be evaluated based on the quality specifications mentioned in this contract. To carry out due diligence of quality inspection the stock may again be inspected by GSCSCL.

## **5. Delivery process**

- a. The successful bidder shall take all necessary steps to commence the processing, packing, assaying, and dispatch of the tendered supply quantity at the approved rate and complete the delivery at the designated delivery depots as specified by the NAFED/Institutional Client latest by due date mentioned in award letter.
- b. Quality passed stock would be dispatched in the presence of FRL representative only.
- c. The successful bidders should take adequate precautions to prevent damage or deterioration to stock during storage/transportation. He should also insure the stock during transit at his cost.
- d. The successful bidder has to complete the supplies within due date as mentioned in the supply order. No excuse regarding delay in supply due to various procedural actions such as approval of packaging, FRL sampling, offering of stock, dispatch, receipt at GSCSCL godown, cross verification of sample and final acceptance of stock, etc should be entertained by NAFED/GSCSCL. Extension in time period should not be sought by millers on the pretext of various procedural actions.
- e. Consignment will be unloaded at the designated warehouse during working hours i.e. between 10 am and 5 pm only. On arrival of the consignment the officials nominated by the State will verify the documents and after confirming authenticity of the consignment directs the representative of the successful bidder to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- f. The successful bidder shall arrange to record gross weight on electronic weigh bridge before unloading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery Challan shall be handed over to designated official at the time of giving delivery. Deliveries without valid documents will be rejected and will not be inwarded by the concerned Depot Manager.
- g. After unloading the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weighbridge receipts along with other documents i.e. invoice / delivery challan and weighbridge receipts at the loading point shall be handed over to the Depot Manager.
- h. Quantities supplied in excess of the quantity specified in the award letter will not be paid for.
- i. Institutional client/NAFED reserves right to revise quantities awarded to miller by  $\pm 25\%$  or may terminate the entire contract for any month or in total. State Govt./NAFED is not liable to present any reasons for any actions thereof and will not bear any financial liability arising due to cancellation by State etc. NAFED may offer to extend the order quantity on the same terms, conditions and milling rate beyond 25% subject to consent of the bidder. In such eventuality, the location of raw material may be changed which will be informed to the supplier in advance so as to get prior consent from the supplier.

## **6. Warranty**

Successful bidder has to ensure that Chana Whole delivered to State adhere to quality specifications as per contract with a minimum shelf life of 6 months from date of packaging. In the event, the stock is found not-conforming to the mentioned quality parameters anytime during period of 6 months from date of packaging, the successful bidder shall be liable to replace the same at its own cost.

## **C. Submission of bids**

1. The bidder shall submit the bids over email id: - [nafahm@nafed-india.com](mailto:nafahm@nafed-india.com) on or before 2<sup>nd</sup> May 2025 12:00 hrs.
2. The bids should consist of two parts i.e.: -
  - (1) **Technical Bid**, carrying all documents in support of his eligibility as per clause A of this tender document and proof of payment of EMD through Bank Transfer, mentioning UTR No, date of deposit and amount. In case no eligibility document is required as per clause A-6 of this tender

document, then the technical bid will contain signed copy of tender document and UTR No in support of EMD. The documents should be emailed at [nafahm@nafed-india.com](mailto:nafahm@nafed-india.com) by the stipulated date & time.

**(2) Financial Bid**, should be submitted in password protected PDF file. The contact details of the person authorized to possess the password of the bid file should be mentioned in the body of the email communication sent for submission of the bids. The financial bid should comprise of:-

- a. Cost of milling, handling & Transportation charges (Rs/qtl, including GST) of raw Chana stock to be issued to the miller at fixed OTR (conversion ratio of 91.5%) for milling and supply of Chana whole.
  - b. Cost of arranging for milling, handling and transportation to GSCSCL delivery centers at taluka godown level in the State of Gujarat.
  - c. Any other expenses as per the terms & conditions. All levies, duties & taxes including GST, works contract tax, local taxes, income tax, mandi tax and other taxes, if any are included.
  - d. The rates and prices quoted by Bidder shall be valid for the original contract period as well as during extension period (as per discretion of NAFED/ State Government) and for any increase or decrease in quantity.
  - e. The rate quoted by the Bidder shall be the same for allocations for which it is submitted.
  - f. All prices and rates quoted by the bidder shall be entirely in Indian Rupee only.  
All the payment shall be made in Indian Rupees only
3. Financial bid of only technically qualified parties/ bidders will be opened.
  4. The financial tender will be opened on 2<sup>nd</sup> May 2025 at 02:30 PM. Authorized representatives of the bidders may attend the bid-opening at NAFED Ahmedabad office.
  5. For Chana whole, the miller shall be issued un-milled/Raw Chana stock based on 91.50% OTR (out turn ratio) i.e. for every 91.50 Kgs of milled/graded Chana supplied by the miller, 100 Kgs of un-milled stock shall be issued to the miller by NAFED.
  6. The successful bidders shall submit an undertaking (as per Annexure I). The documents have to be sent within 24 hours from the date of completion of bid. In case of non-submission of the document within given timelines, NAFED reserves the right to cancel/reject the bid submitted by successful bidder.
  7. The successful bidder shall be allowed to retain the residual as result of milling/up gradation of the un-milled stock.
  8. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.
  9. The winning bid will remain valid for 30 calendar days from date of bid submission or acceptance of rate by state department whichever is later.

#### **D. Documentation**

1. The successful bidder shall require to submit the following documents to the concerned officials at designated delivery depots. A copy of these documents shall also be submitted to the State Head of the concerned branch of NAFED:
  - a. Copy of the award letter issued by NAFED.
2. On completion of supply to all designated delivery depots, the successful bidder shall submit the following documents to the State Head of the concerned branch of NAFED, to process for payment:



- a. Copy of designated delivery depots-wise Invoice (Sales Bill)
- b. Load wise\truck wise Delivery challan with proper serial numbers, date of delivery, Work Order number with date, Name of the depot, vehicle number, name of the items and quantity delivered.
- c. If the delivery of stock is more than one truck to a particular designated delivery depot, the invoice should contain all the delivery note number in one invoice.
- d. Stock receipt issued by Depot Manager of the designated delivery depots.
- e. Electronic Weigh bridge Receipts at loading point/unloading point (if any)
- f. Raw-chana lifting summary.
- g. self- declaration from successful bidder about no pendency of lifting of Raw-chana from allotted warehouse.
- h. Bidder should submit electricity bill for supply period. Bill will be scrutinized at payment level.

#### **E. EMD and Security Deposit**

1. The bidders shall be required to deposit requisite EMD before participation in the bidding process. EMD (without any interest) of the unsuccessful bidders of the contract, including those whose bids are not accepted due to nonfulfillment or not meeting the conditions attached to the bid, shall be returned up on closure of bidding process. The party needs to submit bank account details for refund of EMD, to the Nafed branch.
2. The EMD amount will be deposited in the following bank account of NAFED by 2 May 2025, 12:00 PM to :  
- YES BANK, Account Number: - 000794600002040, IFSC Code: - YESB0000007, CG Road, Ahmedabad.
3. EMD against each cluster in which bidder intends to participate will be deposited separately in the above bank account.
4. Upon award of contract, successful bidder shall have to submit security deposit equivalent to 5% of the total contract value to NAFED within 05 bank working days. The EMD submitted by the successful bidder at the time of bidding will be adjusted in SD. And the balance amount shall be deposited by the successful bidder within 05 bank working days.
5. The successful bidder will have to submit security deposit either in form of Bank Guarantee (in favour of NAFED) from any scheduled bank/nationalized bank or through NEFT/RTGS to NAFED. The security deposit must be submitted to NAFED in original within 05 bank working days of acceptance & approval of bid for the contract to the successful bidder. The BG should be valid for a period of one year.
6. The SD of the successful bidder shall be retained by NAFED and shall be refunded upon completion of the contract which includes receipt of full and final payment from principal buyer and successful expiry of shelf life period, without receipt of any complaint for quantity/quality upto 180 days from the date of supply.
7. Failure to submit SD amount within stipulated time will result in forfeiture of EMD and cancellation of contract besides debarring them from participating in the bids.
8. The SD and EMD of the successful bidder will be adjusted by NAFED towards the following:
  - i. Non-payment of penalty charges, penal storage rent or any other dues to State Institution and/ or NAFED in case of delayed deliveries by the bidder.
  - ii. To make good of any losses incurred by NAFED and/or State Institution in completing the default deliveries or recovering the penalty charges, penal storage rent or any other dues to State Institution and/or NAFED. The balance amount after adjusting losses/penalty charges shall be refunded to the bidder.
  - iii. If any penalty amount is more than SD, amount will be recovered as per arrears of land revenue.
9. The EMD and SD deposited by the bidder shall carry no interest and refunded to the bidder after recovery of the amounts, if any, as indicated above.

**F. Penalty clauses**

1. Late delivery penalty @ 3% of Milling Charges per MT per day will be levied on supplier. No penalty will be charged in case of paucity of storage space in the warehouse of GSCSCL, which will be verified by NAFED local branch or by the state Dept'.
2. In the event of stock rejection at the supply depot by NAFED/State Dept the Successful bidder will replace the rejected stock at its own cost within 10 working days. The replacement stock will undergo assaying and if the same are found to be not conforming to specified quality parameters then such stocks will also be rejected. If the successful bidder fails to replace the rejected stock within 10 working days, penalty @ 5% of Milling price per MT per day will be charged from the Successful bidder by NAFED till the stock is replaced.
3. If the stock is getting rejected (failed) in FRL report, Rs.14000/- per Batch will be recovered from the supplier.
4. Whenever supplier offers the stock for sampling, it should be available for same qty, should be stacked properly, & in prescribed specification or free from insects, for these reasons if sampling process couldn't be carried out by FRL, Rs.5000/- penalty should be levied from supplier.
5. In case, during this contract, 40% of total order qty is rejected in cross verification in supplies made by bidder, NAFED shall debar the said bidder in next tender.
6. In case, during this contract, If the successful bidder fails to supply 50% of total order Quantity in given schedule, NAFED will cancel the contract at the risk and cost of the default bidder and bidder will be debarred for next tender.
7. In case of non-lifting of the raw stock within the free delivery period or the expiry of the free lifting period, godown rent, as per warehousing agency norms shall be charged by NAFED from the successful bidder.
8. In case miller fails to supply the required quantity within the stipulated time period (+ 10 days i.e. time allowed for replacement) the supply order will be cancelled and the un-supplied quantity against the order shall be allocated to an alternate party at the risk and cost of the miller.

**G. Acceptance of terms and conditions**

1. By submitting the tender fees and/or EMD, the bidder confirms that the bidder has read and agrees to all the terms and conditions mentioned in this contract as well as the empanelment agreement executed with NAFED along with all the corrigendum / addendum if any.
2. The successful bidder shall submit a stamped and signed copy of this document in original along with the details of EMD to the State Head, NAFED Ahmedabad, as part of the technical bid over email, at the time of submission of tender.

**H. Taxes applicable**

1. All the transactions under this contract shall be subject to applicable taxes as per the governing laws.

**I. Invoicing and payment**

Upon successful delivery of Chana Whole, miller shall raise invoice of milling, handling and transportation charges to NAFED. The milling, handling and transportation charges to be paid to miller shall be calculated for the un-milled stock issued to the miller by NAFED and shall be based on the bid accepted by NAFED/ towards the same. All the payments towards milling, handling and transportation charges shall be subject to TDS as per the IT rules.

**J. Interpretation of the clauses in this tender documents**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document, NAFED's interpretation of the clauses shall be final and binding on bidder.

**K. Resolution of Dispute**

NAFED and the successful bidder shall make every effort to resolve mutually by direct informal discussions and negotiations, any disagreement or dispute arising between them under or in connection with this contract. If after thirty days from the commencement of such informal discussions and negotiations, NAFED and the successful bidder have been unable to resolve the disputes mutually, such disputes will be adjudicated and resolved in a Court of law in Delhi. This Contract shall be governed by the Laws of India for the time being in force. The dispute mechanism shall be as per Arbitration conciliation Act of 1996 and venue & seat of arbitration shall be at New Delhi.

**L. Force Majeure**

1. If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions , epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative . Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
2. If operation of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
3. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.

**M. Defaults**

If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the NAFED may, without prejudice to other rights of the NAFED resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Supplier to proceed with any or all of the remaining part under the contract to be performed. In such eventuality NAFED shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice.

**N. Indemnification**

The successful bidder 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.

**O. Damages**

If the goods are not delivered within the due date of delivery, the successful bidder shall be liable to pay to NAFED on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

## **P. General Provisions**

1. **Governing Laws:** This contract will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this contract may be brought in a court at New Delhi.
2. **Compliance with Laws, Notifications etc.** Supplier confirms that it has entered into this transaction with the full knowledge and understanding of this Contract and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the Supplier has familiarized itself with all the aforesaid and other applicable contracts, arrangements, undertakings, conditions on inspection of the documents with the NAFED.
3. **Further Assurances:** The parties hereto shall cooperate with each other, both during and after the term of this contract, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this contract.
4. **Severability:** If any provision of this contract 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.
5. **Waiver: Not a limitation to enforce**
  - a. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.
  - b. Any express or implied waiver by the NAFED of any default shall not constitute a waiver of any other default by the 'Supplier or a waiver of any of the NAFED rights. All original rights and powers of the NAFED under this Contract will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the NAFED, and the NAFED shall not be deemed to have waived any of its rights, or any provision of this Contract, or any notice given hereunder, unless such waiver be provided in writing by NAFED, and any waiver by the NAFED of any breach by the Supplier of the Contract, shall not be deemed a waiver of any continuing or recurring breach by the 'Supplier of the Contract.
6. **No Assignment:** Neither party may assign or transfer its rights or obligations under this contract without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the contract, without the prior written consent of the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this contract shall be binding upon such assignees.
7. **Right to amend terms and conditions:**
  - a. The Supplier agrees and understands that terms and conditions of the Contract may be modified/amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the 'Procuring Society.
  - b. The NAFED further reserves the right to correct, modify, amend or change all the Schedules attached to this Contract and also Schedules and/or Annexure which are indicated to be tentative at any time or addendum to this contract, if any, executed between the parties.
8. **Notice:** Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc. 7 days after the date of mailing.
  - a. **Entire Contract:** This contract together all annexure, specifications and other attachments

which are incorporated herein by reference, is the sole and entire contract between the parties relating to the subject matter hereof. This contract supersedes all prior understandings, contracts and documentation relating to such subject matter. No supplement, modification or amendments of this contract shall be binding unless executed in writing by both parties in this contract. In the event of conflict of provisions of the main body of the contract and attached annexure, specification or other materials, this contract shall take precedence.

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

1. This document shall constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this contract and parties to this contract 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.
2. All or any disputes arising out or touching upon or in relation to the terms of this contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.
3. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Supplier in the courts having jurisdiction over the parties.

**R. Additional Terms and conditions**

1. The suppliers should ensure that GSCSCL should receive the quantity as per the tendered quantity. Supplier should ensure that there are no questions/complaints arising at the time of unloading of stock in the godowns of GSCSCL regarding the quality and quantity. In case of supply of less weight by the suppliers, penalty will be deducted from the bills of suppliers as levied by GSCSCL.
2. The batch size for FRL quality inspection must be 30 MT only. Supplier strictly follow the batch size. Supplier may offer multiple batches for inspection. In case less/more quantity per batch offered by the suppliers, no sampling will be carried out by GSCSCL inspection team/FRL.
3. Successful bidders are mandatorily required to strictly comply with the provisions of the Packaging Act. In case non-compliance of packaging act, penalty will be deducted from the bills of suppliers as levied by GSCSCL.
4. The raw material for this auction is issued to the state government (GSCSCL) by Department of Consumer Affairs, GOI. Thus, the delivery orders will be issued in f/o GSCSCL with limited free lifting period. Therefore, godown rent applicable after the free lifting period allowed to GSCSCL will be charged from the supplies. There might be instances where godown rent will be charged from the supplies right from the date of issue of DO by Nafed Ahmedabad.
5. This agreement is between NAFED and the successful Bidder only. There is no role of GSCSCL.
6. If the miller has not completed the supply of even 30% of total order quantity in given schedule, the miller shall be restricted to the next one fresh auction of department, till such time the contract in hand are duly executed by the miller.
7. The miller has to provide ongoing work order detail in self declaration format.

**DECLARATIONS****AND****UNDERTAKING**

1. It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entity(les) while submitting their applications:

a. The intending bidder(s)/applicant(s) is/are/was/were neither in litigation with Nafed at any point of time regarding any business and trade activity of Nafed nor was/were it/they ever blacklisted by Nafed on account of such litigation(s) or otherwise.

b. Any of the present and past directors/proprietor/partners/promoters etc of intending bidder(s)/applicant(s) was/were or is/are not part of such other and separate entity(les) which was/were/is/are in litigation with Nafed in present or past or/and such other entity (les) has/have/had ever been blacklisted by Nafed in the past for any reason.

2. If intending bidder(s)/applicant(s) is/are/was/were in litigation (s) with Nafed in present/past, it shall be incumbent upon such bidder(s)/applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.

3. If any of the applicant(s) /intending bidder(s) or their promoters are found involved in litigation(s) with Nafed whether in past and present or they have/had been blacklisted by Nafed or/and any of the promoters of intending applicant(s)/bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/is/are in litigation(s) with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason, Nafed shall have sole discretion to decide on the selection of such applicant(s)/bidder(s) even if such applicant(s)/bidder(s) fulfilling eligibility criteria and Nafed's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard."

### **Annexure I**

Self-declaration by the millers supplying milled pulses dal to State Department through NAFED(On letter head of the miller)

#### **Self-declaration**

I, <name of the authorized signatory>, <designation of authorized signatory>, on behalf of M/s <name of the firm>, hereby declare that

1. M/s <name of the firm> has been awarded contract for milling and supply of milled <name of dal> to **<RESPECTIVE AUTHORITY>** through NAFED vide auction ID CHG<\_\_>.
2. The milled<\_\_\_\_\_> dal supplied to **<RESPECTIVE AUTHORITY>** has been processed in the milling facility of the firm located at <address of the milling unit>.
3. We have read and understood the terms & conditions for supply to **<RESPECTIVE AUTHORITY>** through NAFED and accept the same unconditionally.

For <name of the firm>

Authorized signatory(Sign and stamp)

## Annexure II: Quality specifications of the Chana Whole

नियंत्रण शिर्षक 1

For purchase of pulses

Quality specifications for purchase

**GSCSC Gram (whole)**

Grade Designation: **GSCSCL PURCHASE SPECIFICATION**

SR. NO	Parameter	Limit	
(i)	Moisture Content (Per Cent. By mass). Max	14	Pulses without seed coat-12
(ii)	Extraneous Matter	Not more than 1 per cent. By mass of which not more than 0.25 per cent. By more than 0.10 per cent. By mass shall be impurities of animal origin.	
(iii)	Defects		
	(iii) Seeds with serious defects. (Seeds in which the cotyledons have been affected or attacked by pests; seeds with very slight traces of mould or decay; or slight cotyledon staining.)	Not more than 1 per cent.	
	(iv) Seeds with slight defects. (Seeds which have not reached normal development; seeds with extensive seedcoat staining, without the cotyledon being affected; seeds in which the seedcoat is wrinkled, with pronounced folding or broken pulses*)	Not more than 7 per cent. of which broken pulses must not exceed 3 per cent.	
(iv)	Other edible pulses/grains, by mass	Not more than 2 per cent.	
(v)	Discoloured seeds by mass	Not more than 3 per cent.	
(vi)	Uric acid (not more than)	100 mg per kg.	

### (3) GENERAL CHARACTERISTICS :

Gram shall-

- a) Be the dried mature grains of *Cicer Arietinum* Linn.
- b) Have uniform size, shape and colour (yellow/Brown)
- c) Be sweet, hard, clean, wholesome and free from moulds living insect, obnoxious smell, discolourations, admixture of deleterious substances and all other impurities except to the extent indicated above
- d) Be in sound merchantable condition.



- e) Not have moisture exceeding 12.0 percent
- f) Confirm to FSSAI
- g) have good cooking quality
- h) Be totally free from Kesari gram and Kesari dal

**DEFINITION:**

**Foreign Matter** , include organic and inorganic matter. The inorganic matter shall include sand, gravel, dirt, pebbles, stones, lumps, of earth clay and mud. The organic matter shall include chaff, straw, weedseeds and inedible grains.

**"Other food grains"**, any other foodgrains than gram

**"Damaged Grains"** Kernels or pieces of Kernels that are spoiled or internally damaged as a result of heat, microbes, moisture or weather.

**"Slightly Damaged and Touched grains,"** Kernels or pieces of Kernels that are damaged or discoloured superficially so as not to affect the quality of the material.

**"Immature & shriveled grains"** Kernels or pieces of Kernels that are not fully developed.

**"Broken"** Pieces of kernels that are less than three fourth of the size of the full kernels

**"Admixture of other varieties"** the presence of a variety of the same grain other than the variety in consideration.

**"Weevilled grains"** kernels that are partially or wholly bored

DISTRIBUTED BY:  
**THE GUJARAT STATE CIVIL SUPPLIES  
CORPORATION LTD  
GANDHINAGAR**



**CHANA WHOLE**

**PM POSHAN (MDM)  
SCHEME OF GOVERNMENT OF GUJARAT**

**Net Weight : ~~50 (Fifty) Kg~~ 30 (Thirty) Kg**

**Packing Month and Year: MARCH 2023**

**BATCH NO. : 01 + OTR : 7581 +**

**MANUFACTURED BY:  
SHREE MAHASAGAR IMPEX PVT. LTD.**

**10, Park Avenue New C G Road,  
Chandkheda, Ahmedabad - 382 424**

**E-mail : [info@mahasagarimpex.com](mailto:info@mahasagarimpex.com)**

**fssai LIC. NO.: 10018021003544**

**Supplier Code : 2047**

## Annexure IV Bag Specifications

Table 1 Requirements of HDPE/PP Woven Sacks for Packaging of Foodgrains  
(Clauses 4.2, 5.1 and 5.2)

Sl No.	Characteristic	Requirement					Tolerance	Method of Test, Ref to
		Type I	Type II	Type III	Type IV	Type V		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
i)	Capacity, kg	10	15	20	25	30	—	—
ii)	Dimensions in cm (see Notes 1 and 2):							Annex B
	a) Inside length	56	65	70	75	81	± 2 cm	
	b) Inside width	44	44	48	51	51		
iii)	Ends per dm	48	48	48	48	48	± 2	Annex B
iv)	Picks per dm	48	48	48	48	48	± 2	Annex B
v)	Mass of sack, g (see Note 3)	55	62	72	81	88	± 6 percent	IS 1964
vi)	Average breaking strength of fabric (Ravelled strip method, 325 mm x 70mm <sup>1)</sup> Min, N <sup>2)</sup> , kgf:						—	IS 1969 (Part I)
	a) Lengthwise	735 (75)	735 (75)	735 (75)	735 (75)	735 (75)		
	b) Widthwise	735 (75)	735 (75)	735 (75)	735 (75)	735 (75)		
vii)	Minimum breaking strength of bottom seam (Ravelled strip method), Min, N <sup>2)</sup> , kgf	295 (30)	295 (30)	295 (30)	295 (30)	295 (30)	—	IS 9030
viii)	Elongation at break of the fabric, percent:							IS 1969 (Part I)
	a) Lengthwise	20	20	20	20	20	± 5	
	b) Widthwise	20	20	20	20	20	± 5	
ix)	Breaking strength of fabric after exposure to UV-radiation and weathering, Min	50 percent of original strength	50 percent of original strength	50 percent of original strength	50 percent of original strength	50 percent of original strength	—	Annex C
x)	Ash content, Max, percent	2.2	2.2	2.2	2.2	2.2	—	Annex D

### NOTES

1 The specified dimensions provide for optimum free space of minimum 20 percent of length when measured along the surface of the fabric from mouth-stitch line of the sacks up to the surface level of contents. Bag manufacture shall provide suitable printed marking on the sack as a guideline for top folding and stitching.

2 The HDPE/PP woven sacks of specified dimension are suitable for packaging of foodgrains such as wheat, paddy, rice. For packaging of other grains, the buyer and the seller may agree to the dimensions other than those specified above. The tolerances specified would apply on agreed dimensions. The mass of such sacks shall be calculated by the method given in Annex E and same is given for guidance.

3 The mass of sack is based on fabrics weighing 90 g/m<sup>2</sup>.

<sup>1)</sup> Width after ravelling = 50 mm, Gauge length = 200 mm.

<sup>2)</sup> 1 N = 0.102 kgf (approximately).

**Annexure V**  
**Tentative delivery locations**

CLUSTER	DISTRICT NAME	CENTRE NAME	Tentative Qty April'25 to Sep'25 (MT)
CLUSTER 1	AMRELI	AMRELI	8.17
CLUSTER 1	AMRELI	Lathi	9.95
CLUSTER 1	AMRELI	Liliya	4.57
CLUSTER 1	AMRELI	Vadiya	5.28
CLUSTER 1	AMRELI	Babara	10.27
CLUSTER 1	AMRELI	Bagasara	3.41
CLUSTER 1	AMRELI	Dhari	8.56
CLUSTER 1	AMRELI	Savarkundala	13.40
CLUSTER 1	AMRELI	Khambha	6.67
CLUSTER 1	AMRELI	Rajula	14.33
CLUSTER 1	AMRELI	Jafarabad	9.13
CLUSTER 1	BHAVNAGAR	Bhavnagar	14.68
CLUSTER 1	BHAVNAGAR	Shihor	16.28
CLUSTER 1	BHAVNAGAR	Valbhipur	8.35
CLUSTER 1	BHAVNAGAR	Ghogha	8.93
CLUSTER 1	BHAVNAGAR	Talaja	30.39
CLUSTER 1	BHAVNAGAR	Mahuva	32.78
CLUSTER 1	BHAVNAGAR	Palitana	17.48
CLUSTER 1	BHAVNAGAR	Galiyadhar	6.75
CLUSTER 1	BHAVNAGAR	Umarala	4.80
CLUSTER 1	BHAVNAGAR	Jesar	5.90
CLUSTER 1	BOTAD	Botad	20.27
CLUSTER 1	BOTAD	Gadhada	16.81
CLUSTER 1	BOTAD	Barvala	5.63
CLUSTER 1	BOTAD	Ranpur	10.43
CLUSTER 1	DEVBHOOMI DWARKA	Khambhaliya	19.97
CLUSTER 1	DEVBHOOMI DWARKA	Bhanvad	9.05
CLUSTER 1	DEVBHOOMI DWARKA	Kalyanpur	14.00
CLUSTER 1	DEVBHOOMI DWARKA	Dwarka	8.54
CLUSTER 1	GIR SOMNATH	Veraval	14.61
CLUSTER 1	GIR SOMNATH	Talala	7.09
CLUSTER 1	GIR SOMNATH	Sutrapada	10.30
CLUSTER 1	GIR SOMNATH	Kodinar	13.44
CLUSTER 1	GIR SOMNATH	Una	22.88
CLUSTER 1	GIR SOMNATH	Gir Gadhada	11.13
CLUSTER 1	JAMNAGAR	Jamnagar Rural	24.47
CLUSTER 1	JAMNAGAR	Dhrol	7.44
CLUSTER 1	JAMNAGAR	Jodiya	3.80
CLUSTER 1	JAMNAGAR	Kalavad	12.38
CLUSTER 1	JAMNAGAR	Lalpur	12.80
CLUSTER 1	JAMNAGAR	Jam Jodhapur	9.80

CLUSTER 1	JUNAGADH	Manavadar	4.56
CLUSTER 1	JUNAGADH	Vanthali	4.26
CLUSTER 1	JUNAGADH	Keshod	5.17
CLUSTER 1	JUNAGADH	Mangrol	8.02
CLUSTER 1	JUNAGADH	Maliya	7.85
CLUSTER 1	JUNAGADH	Mendarada	2.90
CLUSTER 1	JUNAGADH	Visavadar	7.82
CLUSTER 1	JUNAGADH	Bhensan	4.13
CLUSTER 1	JUNAGADH	Junagadh Rural	4.92
CLUSTER 1	JUNAGADH	Junagadh City	3.85
CLUSTER 1	KACHCHH	Bhuj	9.91
CLUSTER 1	KACHCHH	Mandavi	18.51
CLUSTER 1	KACHCHH	Mundra	14.11
CLUSTER 1	KACHCHH	Anjar	24.58
CLUSTER 1	KACHCHH	Gandhidham	11.81
CLUSTER 1	KACHCHH	Bhachau	20.07
CLUSTER 1	KACHCHH	Rapar	22.43
CLUSTER 1	KACHCHH	Nakhatrana	11.65
CLUSTER 1	KACHCHH	Abadasa	10.34
CLUSTER 1	KACHCHH	Lakhapat	7.24
CLUSTER 1	MORBI	Morbi	20.32
CLUSTER 1	MORBI	Maliya-Miyana	8.81
CLUSTER 1	MORBI	Tankara	6.93
CLUSTER 1	MORBI	Vankaner	18.68
CLUSTER 1	MORBI	Halvad	13.86
CLUSTER 1	PORBANDAR	Porbandar	11.53
CLUSTER 1	PORBANDAR	Ranawav	4.69
CLUSTER 1	PORBANDAR	Kutiyana	3.52
CLUSTER 1	RAJKOT	Rajkot	18.30
CLUSTER 1	RAJKOT	Lodhika	6.16
CLUSTER 1	RAJKOT	Kotada-Sangani	6.17
CLUSTER 1	RAJKOT	Jasdan	14.87
CLUSTER 1	RAJKOT	Vinchhiya	11.21
CLUSTER 1	RAJKOT	Gondal	15.40
CLUSTER 1	RAJKOT	Jetpur	6.76
CLUSTER 1	RAJKOT	Dhoraji	4.83
CLUSTER 1	RAJKOT	Upaleta	7.64
CLUSTER 1	RAJKOT	Jam Kanderana	3.69
CLUSTER 1	RAJKOT	Padadhari	7.57
CLUSTER 1 TOTAL			889.98
CLUSTER 2	AHMEDABAD	Daskroi	29.62
CLUSTER 2	AHMEDABAD	Sanand	24.63
CLUSTER 2	AHMEDABAD	Viramgam	11.32
CLUSTER 2	AHMEDABAD	Mandal	6.13
CLUSTER 2	AHMEDABAD	Detroj	7.19
CLUSTER 2	AHMEDABAD	Dholaka	17.95



CLUSTER 2	AHMEDABAD	Bavala	15.89
CLUSTER 2	AHMEDABAD	Dhanduka	8.36
CLUSTER 2	AHMEDABAD	Dholera	5.98
CLUSTER 2	ANAND	Anand City	5.72
CLUSTER 2	ANAND	Anand Rural	31.27
CLUSTER 2	ANAND	Umareth	16.04
CLUSTER 2	ANAND	Anklav	17.19
CLUSTER 2	ANAND	Borasad	27.07
CLUSTER 2	ANAND	Petlad	31.28
CLUSTER 2	ANAND	Sojitra	9.10
CLUSTER 2	ANAND	Tarapur	9.02
CLUSTER 2	ANAND	Khambhat	22.97
CLUSTER 2	GANDHINAGAR	Dahegam	29.99
CLUSTER 2	KHEDA	Nadiad City	4.09
CLUSTER 2	KHEDA	Nadiar Rural	23.06
CLUSTER 2	KHEDA	Vaso	6.67
CLUSTER 2	KHEDA	Mahudha	12.34
CLUSTER 2	KHEDA	Kheda	12.33
CLUSTER 2	KHEDA	Matar	16.44
CLUSTER 2	KHEDA	Mahemdavad	25.38
CLUSTER 2	KHEDA	Kapadvanj	23.34
CLUSTER 2	KHEDA	Kathalal	19.46
CLUSTER 2	KHEDA	Thasara	18.75
CLUSTER 2	KHEDA	Galteshvar	11.66
CLUSTER 2	MAHISAGAR	Lunavada	25.75
CLUSTER 2	MAHISAGAR	Khanpur	11.88
CLUSTER 2	MAHISAGAR	Balasinor	14.84
CLUSTER 2	MAHISAGAR	Virpur	11.01
CLUSTER 2	MAHISAGAR	Santrampur	31.58
CLUSTER 2	MAHISAGAR	Kadana	17.34
CLUSTER 2	PANCH MAHALS	Godhara	43.29
CLUSTER 2	PANCH MAHALS	Kalol	18.71
CLUSTER 2	PANCH MAHALS	Halol	25.98
CLUSTER 2	PANCH MAHALS	Jambugoda	3.73
CLUSTER 2	PANCH MAHALS	Morava hadaf	25.22
CLUSTER 2	PANCH MAHALS	Shahera	41.78
CLUSTER 2	PANCH MAHALS	Gogamba	23.20
CLUSTER 2	SURENDRANAGAR	Vadhavan	12.05
CLUSTER 2	SURENDRANAGAR	Limbadi	10.21
CLUSTER 2	SURENDRANAGAR	Chuda	5.88
CLUSTER 2	SURENDRANAGAR	Sayala	13.92
CLUSTER 2	SURENDRANAGAR	Chotila	12.85
CLUSTER 2	SURENDRANAGAR	Thangadh	8.56
CLUSTER 2	SURENDRANAGAR	Muli	9.11
CLUSTER 2	SURENDRANAGAR	Dhrangadhra	13.11
CLUSTER 2	SURENDRANAGAR	Patadi	11.68

CLUSTER 2	SURENDRANAGAR	Lakhatar	5.32
CLUSTER 2 TOTAL			897.22
CLUSTER 3	ARAVALLI	Modasa	20.71
CLUSTER 3	ARAVALLI	Megharaj	20.17
CLUSTER 3	ARAVALLI	Malpur	11.54
CLUSTER 3	ARAVALLI	Bhiloda	21.55
CLUSTER 3	ARAVALLI	Dhansura	12.11
CLUSTER 3	ARAVALLI	Bayad	19.05
CLUSTER 3	BANAS KANTHA	Palanpur	33.57
CLUSTER 3	BANAS KANTHA	Palanpur City	6.56
CLUSTER 3	BANAS KANTHA	Vadgam	20.09
CLUSTER 3	BANAS KANTHA	Dantivada	16.66
CLUSTER 3	BANAS KANTHA	Amirgadh	17.25
CLUSTER 3	BANAS KANTHA	Disa	53.39
CLUSTER 3	BANAS KANTHA	Disa City	5.77
CLUSTER 3	BANAS KANTHA	Dhanera	26.71
CLUSTER 3	BANAS KANTHA	Kankrej	31.12
CLUSTER 3	BANAS KANTHA	Diyodar	17.88
CLUSTER 3	BANAS KANTHA	Bhabhar	13.62
CLUSTER 3	BANAS KANTHA	Tharad	40.07
CLUSTER 3	BANAS KANTHA	Vav	21.65
CLUSTER 3	BANAS KANTHA	Lakhani	21.48
CLUSTER 3	BANAS KANTHA	Suigam	9.46
CLUSTER 3	BANAS KANTHA	Danta	30.94
CLUSTER 3	MAHESANA	Mahesana	29.26
CLUSTER 3	MAHESANA	Kadi	23.51
CLUSTER 3	MAHESANA	Vijapur	19.12
CLUSTER 3	MAHESANA	Visnagar	15.40
CLUSTER 3	MAHESANA	Vadnagar	13.56
CLUSTER 3	MAHESANA	Satalasana	8.03
CLUSTER 3	MAHESANA	Kheralu	14.09
CLUSTER 3	MAHESANA	Becharaji	8.93
CLUSTER 3	MAHESANA	Unja	10.42
CLUSTER 3	MAHESANA	Jotana	5.96
CLUSTER 3	PATAN	Patan	15.92
CLUSTER 3	PATAN	Chansma	7.24
CLUSTER 3	PATAN	Siddhapur	14.55
CLUSTER 3	PATAN	Harij	9.40
CLUSTER 3	PATAN	Sami	10.31
CLUSTER 3	PATAN	Shankheswar	6.64
CLUSTER 3	PATAN	Radhanpur	13.76
CLUSTER 3	PATAN	Santalpur	13.00
CLUSTER 3	PATAN	Sarswati	19.60
CLUSTER 3	SABAR KANTHA	Poshina	24.14
CLUSTER 3	SABAR KANTHA	Himatnagar	28.48
CLUSTER 3	SABAR KANTHA	Idar	20.99

CLUSTER 3	SABAR KANTHA	Vadali	9.07
CLUSTER 3	SABAR KANTHA	Talod	15.99
CLUSTER 3	SABAR KANTHA	Prantij	14.43
CLUSTER 3	SABAR KANTHA	Vijaynagar	10.50
CLUSTER 3	SABAR KANTHA	Khedbramha	21.24
CLUSTER 3 TOTAL			874.86
CLUSTER 4	BHARUCH	Bharuch	15.42
CLUSTER 4	BHARUCH	Vaghara	8.60
CLUSTER 4	BHARUCH	Amod	6.11
CLUSTER 4	BHARUCH	Jambusar	13.30
CLUSTER 4	BHARUCH	Ankleshvar	12.49
CLUSTER 4	BHARUCH	Hansot	3.71
CLUSTER 4	BHARUCH	Valiya	8.67
CLUSTER 4	BHARUCH	Jhagadiya	11.42
CLUSTER 4	BHARUCH	Netrang	10.22
CLUSTER 4	CHHOTAUDEPUR	Chotaudepur	23.28
CLUSTER 4	CHHOTAUDEPUR	Nasvadi	12.42
CLUSTER 4	CHHOTAUDEPUR	Jetpur Pavi	16.18
CLUSTER 4	CHHOTAUDEPUR	Bodeli	14.37
CLUSTER 4	CHHOTAUDEPUR	Kvant	18.55
CLUSTER 4	CHHOTAUDEPUR	Sankheda	9.13
CLUSTER 4	DAHOD	Dahod	58.51
CLUSTER 4	DAHOD	Garbada	24.13
CLUSTER 4	DAHOD	Jhalod	50.70
CLUSTER 4	DAHOD	Sanjeli	9.74
CLUSTER 4	DAHOD	Fatepura	25.92
CLUSTER 4	DAHOD	Devgadh Bariya	29.59
CLUSTER 4	DAHOD	Limkheda	23.96
CLUSTER 4	DAHOD	Dhanpur	17.96
CLUSTER 4	DAHOD	Shingvad	14.18
CLUSTER 4	DANG-Ahwa	Ahwa	16.80
CLUSTER 4	DANG-Ahwa	Vaghai	8.94
CLUSTER 4	DANG-Ahwa	Subir	12.35
CLUSTER 4	NARMADA	Nandod	10.24
CLUSTER 4	NARMADA	Sagbara	11.54
CLUSTER 4	NARMADA	Tilakwada	6.07
CLUSTER 4	NARMADA	Garudeshvar	9.14
CLUSTER 4	NARMADA	Dediyapada	19.42
CLUSTER 4	SURAT	Choryasi	5.40
CLUSTER 4	SURAT	Olapad	8.40
CLUSTER 4	SURAT	Palsana	10.69
CLUSTER 4	SURAT	Kamrej	13.22
CLUSTER 4	SURAT	Mandavi	13.28
CLUSTER 4	SURAT	Mahuva	8.79
CLUSTER 4	SURAT	Mangarol	15.92
CLUSTER 4	SURAT	Bardoli	12.92



CLUSTER 4	SURAT	Umarpada	9.04
CLUSTER 4	TAPI	Valod	5.67
CLUSTER 4	TAPI	Vyara	11.30
CLUSTER 4	TAPI	Dolvan	6.59
CLUSTER 4	TAPI	Songadh	19.15
CLUSTER 4	TAPI	Uchchal	9.88
CLUSTER 4	TAPI	Nijar	7.84
CLUSTER 4	TAPI	Kukarmunda	6.33
CLUSTER 4	VADODARA	Karjan	11.18
CLUSTER 4	VADODARA	Savali	17.45
CLUSTER 4	VADODARA	Desar	7.61
CLUSTER 4	VADODARA	Shinor	4.70
CLUSTER 4	VADODARA	Dabhoi	12.97
CLUSTER 4	VALSAD	Valsad	16.77
CLUSTER 4	VALSAD	Vapi	13.13
CLUSTER 4	VALSAD	Pardi	8.56
CLUSTER 4	VALSAD	Umargam	20.14
CLUSTER 4	VALSAD	Dharampur	23.39
CLUSTER 4	VALSAD	Kaprada	37.37
CLUSTER 4 TOTAL			870.76
GRAND TOTAL			3532.82

**(On INR 100/- Stamp Paper)**

**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 NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, hereinafter referred to as “NAFED”,

And

M/s ..... firm / company registered under the provisions of Companies Act of 2013/ Partnership Act, having its office at ..... through Sh. .... s/o ..... duly authorized (hereinafter referred to as “SELLER/MILLER/CONTRACTOR/BIDDER ”) 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 tender for supply/Processing/Milling/Packing of ..... and intends to award contract/s for 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 principle 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 CMD, 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)

**Raw Material Warehouse Information**

Cluster	RM req MT	Warehouse Name	State	Season	Mapped Qty (MT)
Cluster 1	972.657	Ashutosh Singla WH, Khandwa-SWC	MP	R-23	435.66
		MPWLC Ratlam – Alot Shree Vinayak Warehouse Alote 04,A lot,	MP	R-23	397.34
		Annapurna Shri Warehouse Unit 2, Gulabgunj, Vidisha	MP	R-23	121.71
		MPLWC Khandwa – Shri Kailadevi Warehouse Khandwa73,	MP	R-23	17.95
		<b>Total</b>			<b>972.657</b>
Cluster 2	980.566	Seva Sahkari Samiti Kalamkhurd G-22 Khalwa, Khandwa	MP	R-23	655.24
		MPWLC Khandwa –Khandwa –SWC 43 Yashvant Godawan A/B Khandwa	MP	R-23	293.90
		MPLWC Khandwa – Shri Kailadevi Warehouse Khandwa73,	MP	R-23	31.43
		<b>Total</b>			<b>980.566</b>
Cluster 3	956.130	7 A Khedi, Khalwa, Khandwa	MP	R-23	514.706
		MPWLC Guna -45 Sahaj Warehouse, Guna, Guna	MP	R-23	375.85
		MPLWC Khandwa – Shri Kailadevi Warehouse Khandwa73,	MP	R-23	65.57
		<b>Total</b>			<b>956.13</b>
Cluster 4	951.648	MPWLC Dewas Satwas 31 Shrinathjji Warehouse Baijagwada, Satwas	MP	R-23	877.349
		MPWLC Ratlam Jaora 3 MP WLC Jaora, Jaora, Ratlam	MP	R-23	36.294
		MPLWC Khandwa – Shri Kailadevi Warehouse Khandwa73,	MP	R-23	38.01
		<b>Total</b>			<b>951.648</b>
	<b>3,861.001</b>				<b>3861.00</b>