



NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.
 Head Office: Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110014 Phones: EPABX-26340019
 (8Lines) Website: www.NAFED-india.com

Terms & Conditions for auction to be held for Supply of Fortified Rice with Grade 'A' and Rice Grade 'A' to Assam Rifles through NAFED

NAFED invites financial bids on behalf of Assam Rifles for supply of Fortified Rice with Grade 'A' and Rice Grade 'A' as per the following details

Name of Institution	Assam Rifles
Rice to be supplied	Fortified Rice with Grade 'A' and Rice Grade 'A'
Delivery locations	Assam Rifles Depots – Dimapur, Silchar, Jorhat, Mantripukhri, Shillong
Quantity of supply	1,106 MT of Fortified Rice with Grade 'A' and 4,427 MT of Rice Grade 'A' to be supplied in a year
Period of supply	Month wise supply as per monthly indent placed by Assam Rifles
Pack size	50 Kg Net weight, Gunnybag
EMD & SD	EMD-2% of total contract value (Rs. 48,70,133.84/-) SD – 3% of total contract value (Rs. 73,05,200.76 /-)
Delivery timelines	
Submission of SD by the successful bidder	3 bank working days from the date of award of contract by NAFED to the successful bidder.
Due date for completion of delivery at the respective locations	20 days from the date of award letter or as per the delivery schedule received from Assam Rifles, whichever is earlier.
Auction rules	
Bidding parameter	Price bid in Rs. per quintal including applicable GST, other statutory dues, taxes, loading & unloading charges, labour charges, transportation, mandi taxes and all other related charges for delivery of Rice at the designated godown of Assam Rifles.
Bid Validity	30 calendar days or acceptance of offer by Assam Rifles, whichever is later.

- The terms & conditions may also be downloaded from NAFED's website, www.nafed-india.com.
- NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof.
- This bid document shall be governed and construed in accordance with the Indian Laws.
- It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.

e. No suit, prosecution or any legal proceedings will 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 document/tender

Product Name, Quantity & Quality Specifications:

Delivery Points	Requirements (in Kg)		Total Requirement (in Kg)	REMARKS
	Fortified Rice	Grade A Rice		
No 1 Maintenance Group Assam Rifles (North), Dimapur (Nagaland)	3,01,168.80	12,04,675.20	15,05,844.00	Supply will be required on monthly basis
No 2 Maintenance Group Assam Rifles (East), Silchar (Assam)	1,53,538.00	6,14,152.00	7,67,690.00	
No 3 Maintenance Group Assam Rifles (Jorhat), Jorhat (Assam)	2,00,000.00	8,00,000.00	10,00,000.00	
No 4 Maintenance Group Assam Rifles (South), Mantripukhri (Manipur)	3,78,141.80	15,12,567.20	18,90,709.00	
Air Maint Det, Happy valley (Shillong)	74,000.00	2,96,000.00	3,70,000.00	
Total	11,06,848.60	44,27,394.40	55,34,243.00	

GENERAL TERMS & CONDITIONS

1. Eligibility Criteria for Registration of Miller(s)/Traders for Participation in Bid

Bids are invited from millers/traders meeting the following eligibility criteria:

A.

1. The miller/bidder should have a valid FSSAI license for manufacturing, storing, and packing of rice.

B.

1. The interested bidders should be a legal entity (i.e., Company, Partnership Firm, Proprietorship Firm, LLP, Cooperative Society).
2. In case of Partnership Firm, Company, LLP, or Cooperative Society, bidders shall submit a copy of the partnership deed or MoA/AoA or by-laws, as applicable.
3. The interested bidder should have supply/export/combined experience of average quantity of 1500 MT of rice directly or through other Govt. agency in last 3 years. Copy of work orders/supply orders should be submitted as proof along with undertaking of completion of supply.
4. The interested bidders should have an average turnover of Rs. 25 crores in the last three years. CA certificate(s) should be submitted as proof.
5. Bidder must not be blacklisted by the Government of India/any State Government/PSUs as on the date of submission of the bid. An affidavit to this effect should be submitted on letterhead, signed by the authorized signatory (including all partners).
6. Submit GST Registration Certificate along with PAN.
7. Successful bidder(s) are requested to send the valid documents supporting eligibility criteria **upto 02:00 PM latest by 01.07.2025 via email to nafguw@nafed-india.com.**

8. DECLARATIONS AND UNDERTAKINGS:

1. It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entity(ies) 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(ies) which was/were/ is/are in litigation 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.
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."

Note:

- The Bidders shall submit their eligibility and qualification details & supporting documents for the tender through email to nafguw@nafed-india.com latest by **01.07.2025 till 02:00 PM**. No password is required for technical documents. Financial bids of only the technically qualified bidders will be opened. Financial bids should be in a password protected PDF file and the same should be forwarded through email to nafguw@nafed-india.com latest by **01.07.2025 till 02:00 PM**.
- Before opening of tender, any participants may be asked further for submission of additional/ required documents through email and these documents shall be required to submit by the bidder separately through email within given time period.

3. Delivery

1. Delivery of rice shall be made as per the instructions of Assam Rifles from the date of award of contract to respective locations. Delivery schedules may change as per requirements of the Assam Rifles or NAFED.
2. The successful bidder shall take all necessary actions to commence packaging, assaying, dispatch, and delivery per quality specifications, terms of the bid documents, and award letter.
3. Successful bidders shall supply the entire quantity as intimated by NAFED/Department within the stipulated delivery period.
4. Stocks are required to be dispatched by any means of transport preferred by bidder to designated depots of Assam Rifles.
5. The bidder shall take adequate precautions to prevent damage or deterioration of rice during packing, handling, storage, and transportation.
6. The bidder shall be responsible and liable for any shortage, damage, or deterioration during the entire process until delivery.
7. The bidder shall provide original acknowledgement of satisfactory receipt of the entire awarded quantity in good condition from the concerned officials of the Department.
8. Quantity acknowledged by the Assam Rifles shall be final and binding; payment will be made accordingly.
9. Institutional clients/NAFED reserve the right to revise monthly awarded quantities by $\pm 25\%$ or terminate the contract for any month or total duration; no liability arises from such actions. Further increases beyond 25% require bidder consent.

4. Packing:

- **Packing Specification of Fortified Rice with Grade 'A':**

(a) The fortified rice shall be packed in coextruded laminations (25 kg/ 50 kg) or light weight 50 Kg jute bag in accordance with requirements under the Food Safety and Standard Act 2006 as amended and the rules framed under.

(b) All fortified rice shall be packaged in a manner that takes into considerations the ratio of fortificant added and its effect on the shelf life of such fortified rice.

(c) Each bag shall contain 50 Kg net quantity or as applicable of Rice as per the Legal Metrology Act as amended.

- **Packing Specification of Rice Grade 'A':**

The rice shall be packed in light weight 50 Kg Jute Bag as per Bureau of Indian Standards Specification No IS: 16186:2014 for Testing and Quality check. The bag will conform to the following dimensions: -

S/No	Characteristic	Requirement	Tolerance
(a)	Outside length (cms)	94	+ 4 cms.
(b)	Outside Width (cms)	57	+4 cms.
(c)	Ends per dm (Nos)	64	-1.333333333
(d)	Picks per dm (Nos)	28	-1
(e)	Corrected mass (in gms)	580	-1.333333333
(f)	Average breaking strength	1.57	
(g)	Average scam strength	1.42	
(h)	Max Moisture Regain Percentage	22 Percent.	
(i)	Max oil content on dry decoiled material basis percentage.	03 percent	
(j)	The mouth of each bag will be turned over first to a depth of min 18 mm and then to a depth of 20 mm, forming three layers with minimum 12 stitches of strong 03 ply jute twine.		
(k)	Each Bag shall contain net 50 Kgs of Rice.		

5. Assaying & Testing

- A. The successful bidder shall ensure that the quality specifications of the supplied rice are strictly in accordance with the terms and conditions of this contract.
- B. The successful bidder, at their own cost, shall appoint an independent assaying agency having its own NABL-accredited labs (for rice analysis) in India for quality inspection of the stocks to be delivered to the Assam Rifles. A copy of the report shall be sent with every truck along with the invoice.
- C. The quality of rice will be accepted only after a quality check and a satisfactory report is given by the officials of the Assam Rifles at designated delivery locations.
 - o (a) Samples of the delivered rice at designated delivery locations shall be drawn as per the approved procedure of the Assam Rifles, in the presence of the authorized representative of the successful bidder, if any. One sealed sample so drawn will also be given to the successful bidder.
 - o (b) In the event of rejection of the quality of supplied rice at designated delivery stores by the Assam Rifles, the successful bidder shall be wholly and solely responsible for lifting and replacing such stock at their own cost and risk within 05 calendar days from the date of rejection.
- D. NAFED/Assam Rifles may reject the supply in whole or in part if the supplies are not found in accordance with this contract.
- E. NAFED/Assam Rifles will not be responsible in any way for rejection of stock at any point of time during delivery till receipt of satisfactory confirmation from the Assam Rifles.

- F. The Department shall be at liberty to subject samples to quality analysis and may, at its discretion, send samples of any consignment to an accredited or any other laboratory for analysis. In such cases, the result of the accredited lab/laboratory shall be final and binding on the successful bidder. The analysis normally takes 2-3 weeks from the date of supply.
- G. **Payment Clause:**
Payment will be made by NAFED only after receipt of payment from the Assam Rifles to NAFED. The successful bidder shall not charge or be paid for rejected supplies. Such supplies shall be lifted and replaced by the successful bidder at their own expense and cost within 05 calendar days of the date of rejection orders. The successful bidder will be allowed to remove the rejected supply only after they have supplied the replacement as per the conditions of this contract. The successful bidder shall neither claim nor be entitled to payment for any damages or rejected supplies that may suffer due to cutting, tearing, or any other harm incidental to a full proper examination and test of such supplies.

6. Warranty

1. Supplied rice must carry a "Shelf Life" as specified by the Assam Rifles from the date of supply at the destinations intimated by the Assam Rifles.
2. Successful bidder has to ensure that commodity delivered to Assam Rifles 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 any time during period of 6 months from date of packaging, the successful bidder shall be liable to replace the same at its own cost.

7. Submission of Bids

1. The bidder shall submit the bids over email id: nafguw@nafed-india.com by **01-07-2025 till 02:00 PM**. The contact details (Mobile Number) of the authorised person should be included in the email body while submitting the financial bid in password protected PDF file. Authorized representatives of the bidders to attend the bid-opening at NAFED Guwahati office and he will provide password while opening the tender.
2. **The bid should consist of 2 parts:**
 - i. **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. No password is required for technical documents.
 - ii. **Financial Bid** should be submitted in password protected PDF file. The contact details (Mobile Number) 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.
1. Financial bid of only technically qualified parties/ bidders will be opened.
2. **The financial bid will be opened on 01.07.2025 at 05:00PM by the Branch Level Committee.**
3. Interested bidders shall submit their bid considering the cost of procurement of rice, packaging charges, assaying charges, transportation charges up delivery depots of Assam Rifles, GST, taxes and levies, statutory taxes, mandi taxes (if any), etc.
4. Bid validity will be 30 calendar days or acceptance of offer by the Assam Rifles, whichever is later.
5. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.
6. NAFED shall not be responsible for any mistake done by the bidder while punching the bids during the time of tender. In case of punching the wrong bid, an amount equal to 25% of the EMD amount will be deducted by NAFED and the balance will be released to the party.

8. Documentation and Payment

1. Upon successful delivery of rice, the bidder shall raise a sales invoice to NAFED. All payments towards the sales invoice shall be subject to TDS as per the Income Tax rules. Payment against the sales invoice will be made only after receipt of payment from the Assam Rifles.
2. It is hereby agreed and accepted between the parties that NAFED shall pay to the successful bidder, and the successful bidder shall be entitled to receive from NAFED, for the supply of rice to the Assam Rifles, a charge equal to the actual net quantity of rice delivered multiplied by the supply rate quoted (or negotiated) in this bidding process. The payment shall be made after deductions, if any, for:
 - o Weight shortages
 - o Rejected quantities
 - o Penalties for delayed supplies as per deductions by Assam Rifles.
 - o Any other deductions made by the Assam Rifles for any reason whatsoever
 - o Payment shall be made via ECS/NEFT/RTGS, only after NAFED receives payment from the Department.

3. The payment will be released only after the following conditions are met and necessary documents are submitted:

(i) Supplier's bill raised on NAFED, at the rates confirmed to the supplier.

(ii) Original Stock Receipt Acknowledgement duly signed and sealed by the godown-in-charge of the depot, indicating the quantity, name of supplier, transporter, and weighment receipts.

(iii) Copy of Quality Certificate issued at the loading point by a NABL certified lab/agency.

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 non-fulfillment or not meeting the additional eligibility criteria attached to the bid, shall be returned within 7 working days on closure of bidding.
2. The successful bidder shall submit a Security Deposit (SD) equivalent to 3% of the contract value, calculated on the basis of the quoted supply price. This can be submitted via NEFT/RTGS to NAFED Guwahati.

NAMEOFTHEBENEFICIARY	NAFED
ACCOUNTNUMBER	50100487139189
NAMEOFBANK	HDFC Bank
ADDRESSOFTHEBANK	Chandmari, Guwahati
IFSC Code	HDFC0000631

- The SD must be submitted to NAFED Guwahati within 03 bank working days from the date of bid acceptance.
 - Upon satisfactory supply of the entire awarded quantity within the given time period, the SD will be returned (without any interest) preferably after 3 months from the date of acceptance of supply by the Assam Rifles.
3. The EMD of the successful bidder will be retained by NAFED and shall be refunded after submission of the full SD amount. The successful bidder may opt to convert the EMD into part of the SD and deposit only the remaining amount.
 4. In case of delayed supply or deductions made by the Assam Rifles for any reason, the SD will be returned only after recovery of LD charges or other deductions from the bidder.
 5. If the successful bidder fails to deposit the SD within the specified time, the EMD will be forfeited by NAFED without written notice. In such cases, NAFED may cancel or reject the bid at the bidder's cost and risk.
 6. The Security Deposit of the successful bidder shall be forfeited/adjusted by NAFED without notice under the following circumstances:
 - (a) Non-completion of the contract by the bidder.
 - (b) Non-payment of penalty charges, penal storage rent, or any other dues to the Department or NAFED.
 - (c) Any deviation from the terms and conditions of this contract during the supply period.
 7. The EMD and SD shall carry no interest.
 8. The SD shall be returned after successful expiry of the 3-month shelf-life period, provided there is no quality or other complaints from the institutional buyer.
 9. Any penalties or deductions imposed by the institutional buyer of NAFED shall be recovered from the successful bidder.

10. Other Terms & Conditions

1. The bidder will have to undertake the work on their own and cannot sub-contract to any third party.
2. There shall be no tripartite liability for NAFED in this contract.
3. The successful bidder must ensure compliance with PF/ESI laws in respect of employees involved in the processing of stock. Proof of PF/ESI deposit must be submitted by the successful bidder at the time of

invoice submission to NAFED. NAFED will not be responsible for any non-compliance of PF/ESI laws by the bidder.

11. Penalty Clauses

1. Penalties as levied by the Assam Rifles due to any reason whatsoever shall be recovered from the Successful bidder on actual basis.

12. Acceptance of Terms and Conditions

1. By submitting the EMD, the bidder confirms acceptance of all terms and conditions mentioned in this contract and the empanelment agreement provided by NAFED (including any corrigenda/addenda).
2. The successful bidder shall submit a stamped and signed copy of this document in original to the State Head of the concerned NAFED branch.
3. The bidder agrees that any amendments/orders/circulars issued between NAFED, and the Assam Rifles shall also be binding on the bidder.
4. NAFED reserves the right to revise or cancel the quantity allotted, in case of delayed supply or lack of proper advance intimation regarding dispatch.

13. Interpretation of Clauses

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

14. Non-Compete clause

It shall be incumbent upon intending bidders not to compete alone or together with others either directly or indirectly with NAFED while making similar supplies in State/Central scheme on behalf of other agencies nominated by the government of India in this regards and appropriate undertaking on the letter head of the intending bidder shall be submitted to NAFED. Non-adherence or violation of this clause by bidders shall attract debarring and blacklisting from any business operation of NAFED, followed by appropriate legal action at the risk and consequence of such bidders.

15. Force Majeure

- a. If at any time during the existence of this tender either party is unable to perform, wholly or partially, any obligations under this document due to war, hostilities, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God or Government, fires, floods, epidemics, strikes, embargoes, etc., the date of fulfillment shall be postponed while such circumstances prevail. Waiver or extension for any installment does not apply to the remaining deliveries.
- b. If such circumstances continue for more than three months, either party may refuse further performance, or no party shall claim damages.
- c. The affected party must inform the other within 15 days of occurrence or termination of such conditions. A certificate issued by a competent authority in India shall serve as proof of such circumstances.

Note: Non-availability of raw material will not be accepted as a valid reason for non-performance by the successful bidder.

16. Defaults

If the successful bidder refuses or fails to make deliveries of the goods conforming to the contracted specifications within the specified time or fails to perform any contractual obligations, NAFED may, without prejudice to its other rights arising from such breach, issue a written notice to cancel or rescind the contract or terminate the right of the supplier to proceed with any or all remaining parts of the contract.

In such an event, NAFED shall forfeit the Security Deposit submitted by the supplier at the time of bidding without any further notice.

17. Indemnification

The successful bidder shall indemnify and keep NAFED indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. arising due to slackness, deficiency, failure to fulfill obligations under the contract, or non-compliance with any statutory/mandatory provisions related to the contract.

18. Damages

If the goods are not delivered within the due date, the successful bidder shall be liable to pay to NAFED, on demand and without any objection, damages for additional expenditure, loss of revenue, and any other loss of benefit caused to NAFED.

The quantum of such damages shall be determined at the sole discretion of NAFED.

19. General Provisions

1. **Governing Laws:**
This contract shall be governed and construed in accordance with the laws of the Republic of India. Both parties agree to submit to the jurisdiction of courts in Assam, and any cause of action under this contract shall be brought only in those courts.
2. **Compliance with Laws & Notifications**
The supplier confirms full knowledge and understanding of this contract, applicable laws, notifications, and rules—whether issued by the Government of India or any State Government. The supplier shall also comply with undertakings given by NAFED to relevant authorities.
3. **Further Assurances**
Both parties shall cooperate with each other during and after the term of this contract and shall execute any additional documents as needed to carry out the purpose of this agreement.
4. **Severability**
if any provision of this contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force. The invalid provision shall be replaced with a valid one that best approximates the intent and effect of the original.
5. **Waiver**
 - Failure of either party to enforce any provision shall not be construed as a waiver of that or any other provision.
 - Any express or implied waiver by NAFED of a default shall not constitute a waiver of future defaults.
 - All rights and powers of NAFED remain in full force despite any neglect or delay. No waiver shall be valid unless given in writing.
6. **No Assignment**
Neither party may assign or transfer its rights or obligations under this contract without prior written consent of the other. Any such unauthorized transfer shall be null and void. However, assignment is allowed to a successor entity in case of merger, reorganization, or sale of substantially all assets.
7. **Right to Amend Terms & Conditions**
 - a. NAFED may amend the contract in line with directions/orders of courts or Government authorities, and such amendments shall be binding.
 - b. NAFED also reserves the right to correct, modify, or update schedules and annexures, or to issue addenda as required.
8. **Notice**
All notices shall be sent to the address specified in the contract, and will be considered valid if:
 - Personally delivered,
 - Sent via fax (with confirmation), or
 - Sent via registered/certified mail (considered delivered after 7 days).
9. **Entire Contract**
This document, along with annexure, specifications, and attachments, forms the entire contract.
 - It supersedes all prior agreements or communications.
 - No modifications shall be valid unless executed in writing by both parties.
 - In case of conflict between the main body and annexures/specifications, the main contract shall prevail.

20. Applicable Law, Jurisdiction, and Dispute Resolution

1. This document shall constitute and define the legal relationship between the parties, which shall be governed by the laws of the Republic of India. Only the courts at the High Court of Assam shall have exclusive jurisdiction in all matters arising out of, touching upon, and/or concerning this contract. The parties to this contract irrevocably agree to submit to the exclusive jurisdiction of those courts for any such legal proceedings.

This jurisdictional clause shall apply regardless of the location or cause of action giving rise to the dispute.

2. All or any disputes arising out of, touching upon, or in relation to the terms of this contract, including interpretation, validity, and respective rights and obligations of the parties, shall be first attempted to be resolved amicably through mutual discussion. Failing which, the disputes shall be settled through arbitration, which shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended) or any statutory modifications thereof in force at the relevant time.
 - The seat and venue of arbitration shall be New Delhi, India.
 - The language of arbitration shall be English.

Note: Nothing contained in this clause shall prevent NAFED from seeking interim injunctive relief against the Supplier in courts having appropriate jurisdiction.

Quality Parameters of Rice to Be Supplied

Quality Specification of Fortified Rice with Grade 'A':

Moisture content: Moisture content shall not exceed 14.0%.

(b) **Fortified Rice**

(i) **Blending Ratio** Blending ratio of each lot may be checked at the time of acceptance to ensure prescribed quantity of FRK is blended with conventional rice to make it fortified. The fortified rice and FRK is separated physically and FRK is weighed/counted to check blending efficiency. In order to check blending efficiency, sample size of 50gms is suggested to get a uniform result.

(ii) FRK will not be included for calculating the percentage of refractions in FR.

(iii) Length and breadth of the grain of FRK should be 5 mm & 2.2 mm respectively.

(c) **Refractions for Fortified Rice blended with Rice Grade 'A': -**

S No	Characteristic	Requirement
(i)	Broken, Max	7.0%
(ii)	Foreign Matter #, Max	0.5%
(iii)	Damaged and slightly damaged grains, Max	1.0%
(iv)	Discoloured Grains, Max	3.0%
(v)	Chalky Grains, Max	5.0%
(vi)	Red Grains, Max	3.0%
(vii)	Admixture of lower grades other than being examined, Max	8.0%
(viii)	Dehusked Grains, Max	12.0%
(ix)	Length/ Breadth Ratio	2.5 and above (with a tolerance of upto 40% with 2.4)

Not more than 0.25% by weight shall be inorganic matter and not more than 0.10% by weight shall be impurities of animal origin.

Note: For determining the L/B ratio, randomly select 20 sound grains from the sample. Measure the length and breadth of individual grains selected randomly with the help of a digital slide caliper with max 0.01 as least count. Calculate the L/B ratio in each case and find out the average. Repeat the same procedure for five times with other set of randomly chosen sound grains. Calculate the average of the five sets of measurements.

Quality Specification of Rice Grade 'A':

Rice Raw shall conform to the following analysis: -

(a) Moisture content. Moisture content shall not exceed 13.0%.

(b) **Refractions for Grade 'A' Rice: -**

Sl No	Parameters	Specifications
1	Broken, Max	Not more than 7.0%
2	Foreign matter #, Max	Not more than 0.5%

3	Damaged and slightly damaged grains, Max	Not more than 1.0%
4	Discoloured Grains, Max	Not more than 1.0%
5	Chalky Grains, Max	Not more than 5.0%
6	Red Grains, Max	Not more than 0.5%
7	Admixture of lower grades other than being examined, Max	Not more than 8.0%
8	Dehusked Grains, Max	Not more than 4.0%
9	Length / Breadth Ratio	2.5 and above

Not more than 0.25% by weight shall be inorganic matter and not more than 0.10% by weight shall be impurities of animal origin.

Note: For determining the L/B ratio, randomly select 20 sound grains from the sample. Measure the length and breadth of individual grains selected randomly with the help of a digital slide caliper with max 0.01 as least count. Calculate the L/B ratio in each case and find out the average. Repeat the same procedure for five times with other set of randomly chosen sound grains. Calculate the average of the five sets of measurements.

**(On the Letterhead of the Company) Financial
Bid Quotation**

Date: -

State Head, Nafed Guwahati,
2nd Floor Shiva Commercial Complex,
Rupnagar path, Guwahati, Assam- 781007

Sir,

This has reference to your tender for Supply of Fortified Rice with Grade 'A' and Rice Grade 'A' to Assam Rifles. We hereby quote our rates in Indian Rupees (INR) for supply of rice for different locations as per details given below: -

S.No.	Item	Quantity (MT)	Price (INR/PMT)	TotalValue (INR)
01.	Forified Rice with Grade 'A'			
02.	Rice Grade 'A'			

- ✓ Above rates are inclusive of transportation of stock from Mill/Godown to the respective locations, loading/unloading, labour, packing, Transportation charges, and any other charges for delivery of the consignment till designated Godowns intimated by Assam rifles in as mentioned in point 2 of tender document.
- ✓ Above charges are also inclusive of all duties, tax and levies payable in India.
- ✓ It is understood that the evaluation/finalization of the bids shall be carried out on the basis of the quoted prices per MT as mentioned in the table above.

Place of Issue:

Date of Issue:

(Name & Signature of the Authorized Signatory) Designation

Mobile No.: -

EmailID:

(On the Letterhead of the Company/Firm)

Undertaking for not utilizing stock procured under Public Procurement Programmes

To
State Head
NAFED Guwahati
Assam

Sir,

This has reference to your Tender no. NAFED _____ for supply of Fortified Rice with Grade 'A' and Rice Grade 'A' to Assam Rifles Godowns on F.O.R basis on behalf of NAFED. In compliance to the terms & conditions of the aforementioned tender, we hereby undertake that M/s (name of the bidder) will not use any product procured by any Agency of Government of India under any of the Public Procurement Programmes for this Supply/supply. We also undertake that all relevant Government norms shall be duly adhered and followed for the subject supply/ Supply.

For (Name of the Company/Firm)

(Name & Signature of the Authorized Signatory)
Designation

Place of Issue:

Date of Issue:

INTEGRITY PACT

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Co-operative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Act, 2002 (as amended up to date), having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through (hereinafter referred to as the "The Principal", as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the ONE PART And a Proprietorship firm or a Cooperative organization or a Partnership firm duly registered under the provisions of Indian Partnership Act of 1932 or a Company registered under the relevant provisions of Companies Act of 1956 or 2013 (In case of Partnership Firm, the intending bidders shall submit a self-attested copy of partnership deed along with authorization in favour of signatory of the bidder documents, while in case of a Company, the Intending Bidder shall submit Certificate of Incorporation, Memorandum of Articles of Association and a Board Resolution in favour of authorized signatory, duly certified by a Company Secretary) through its Director/Partner/Proprietor Mr./Mrs. _____ and having its registered office at _____ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART

PREAMBLE

- A. The Principal intends to award, under laid down organizational procedures, contract/s for The Principal 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 Bidder(s) and/or Contractor (s).
- B. In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the bidders/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

Article 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Article 2 – Commitments of the bidder (s) / Contractor(s)

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) /Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements 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 cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Millers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**
 - e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

Article: 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s)/Vendor(s), before award or during execution has committed a transgression through a violation of Article 2, above or in any other form such as to put their reliability or credibility in question, the **Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the laid down procedure.**

Article: 4 – Compensation for Damages

- 1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2. If the Principal has terminated the contract according to Article 3, or if the Principal is entitled to terminate the contract according to Article 3, the Principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article: 5 – Previous transgression

- 1. The Bidder declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Article: 6-Equal treatment of all Bidders / Contractors /Subcontractors

- 1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.
- 2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Article: 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s) If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or if an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article: 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Managing Director, Nafed.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of confidential Information' and of 'Absence of Conflict of interest '. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, Nafed and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, Nafed within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, Nafed, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, 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 Commissioners.
9. The word "Monitor" would include both singular and plural.

Article 9 – Pact duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
2. If any claim is made/lodged during this time, 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 the Managing Director, Nafed.

Article 10 : Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.

3. If the bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of bidder/Contractor)

(Office Seal)

(Office Seal)

Place: -
Date -
Witness 1:

(Name & Address)
Witness 2:

(Name & Address)

***Undertaking cum Declaration for Non-Compete Clause
(To be furnished on the letter head by the intending bidder)***

The following irrevocable undertaking cum declaration is being furnished in terms of clause.....of the tender document.....(reference no. of tender document) for and on behalf of(Name of the firm) through(name of authorized person) in favour of the Managing Director, Nafed:

1. M/s <name of the firm> is intended to participate in the tender for supply Fortified Rice with Grade 'A' and Rice Grade 'A' to the designated locations through NAFED vide tender ID < >, < >, < >, < >.
2. It is undertaken that M/S <Name of firm> shall not compete alone or together with others, either directly or indirectly with NAFED while making similar supplies in State/Central scheme on behalf of other agencies nominated in this regard by the government of India.
3. It is further undertaken and declared that M/S <name of the firm> alone or together with others, either directly or indirectly, is neither a supplier of any food items (food grains, pulses and edible oil, etc) to any department in any State of India on behalf of other agencies nominated in this regard by the Government of India, nor will compete with NAFED for same in future.
4. It is understood and acknowledged that non-adherence or violation of this undertaking cum declaration by M/S <Name of firm> shall attract debarring and blacklisting from any business operation of NAFED, followed by appropriate legal action at the risk and consequence of our firm.

For <name of the firm>

Authorized signatory (sign and stamp)