



NATIONAL AGRICULTURAL CO-OPERATIVE MARKETING FEDERATION OF INDIA LTD. (NAFED)

TENDER DOCUMENT

for

Supply of New Light Weight 530 gms Jute Sacking Bags for
Packing of Pulses/Oilseeds

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.

"NAFED HOUSE" Siddhartha Enclave, Ashram Chowk, Ring Road, Delhi-110014
Tel: 91-11-2634 0016, e-mail : jutetender@nafed-india.com, Web: www.nafed-india.com, Twitter: @nafedindia



NOTICE OF DISCLAIMER

- a. The information contained in this contract note or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this contract note document and all other terms and conditions subject to which such information is provided.
- b. No part of this contract note and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- c. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this contract note is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to a Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this contract note.
- d. Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this contract note Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Applicants have to undertake their own studies and provide their bids.
- e. This contract note Documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
- f. The information and statements made in this contract note document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
- g. The contract note Document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the contract note Document.

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- h. NAFED reserves the right to reject all or any of the application submitted in response to this contract note at any stage without assigning any reasons whatsoever.
- i. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- j. NAFED reserves the right to modify, suspend, change or supplements this contract note at any stage. Any change to the contract note will be notified to all the Applicants to whom the contract note is issued.
- k. Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.



Tender notice for supply of new light weight 530 gms Jute sacking bags for packing of Pulses/Oilseeds (50 kg packing)

NAFED invites bids from reputed Manufacturers/Millers of Jute bags for supply of new light weight 530 gms jute sacking bags for packing 50 kgs Pulses/Oilseeds as per BIS Specification No. IS 18162:2023 amended up to date (94 cms * 57 cms, Weight 530 gms) for onward despatch to various State Civil Supply Corporation/State Level Agency etc. Eligible bidders satisfying the Eligibility Criteria can participate in the Tender for supply of Gunny Bags.

Eligible Manufacturers/Millers of Jute bags can submit their bids through email till 08.09.2025 up to 03:00 PM at jutetender@nafed-india.com.

Tender terms & conditions can be downloaded from NAFED website www.nafed-india.com/tenders The Tender fees (non-refundable) of Rs.5900/-, (Rupees Five Thousand Nine Hundred only) which is inclusive of GST @ 18% has to be paid by means of NEFT / RTGS in favour of M/s. NAFED before submission of bids in the Tender. Eligible bidders have to pay the tender fee on or before the last date of submission of bids otherwise the bid shall be summarily rejected. Further, EMD amount of Rs.40,00,000.00 (Rs. Forty Lakhs Only) in the form of NEFT/RTGS has to be deposited in the Bank Account of NAFED before the submission of Tender, failing which bid shall be summarily rejected. MSME will be exempted from tender fee and EMD on submission of the documents in this regard i.e., Valid MSME Udyam certificate.

Jute Division
NAFED, New Delhi



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1. SCHEDULE OF TENDER (SOT):

a.	MODE OF TENDER	<p>Bids have to be submitted in two parts (Technical bid- Part-1 and Financial bid- Part-2) through email at jutetender@nafed-india.com</p> <p>Part-1: Bidders will have to submit technical bids in pdf files as per the tender document.</p> <p>Part-2: Financial bids should be submitted in password protected PDF files. Financial bids of only technically qualified bidders will be opened.</p>
c.	Last date and time of deposit of Tender Fee @ Rs 5900/- including GST	08.09.2025 up to 03:00 PM
d.	Pre-Bid meeting	11:00 AM on 29.08.2025 at NAFED Kolkata office.
e.	Last Date for deposition of EMD	08.09.2025 up to 03:00 PM
g.	Last date and time of submission of online Bids at jutetender@nafed-india.com .	08.09.2025 up to 03:00 PM
h.	Opening of technical bids	08.09.2025 up to 03:00 PM onwards
i.	Opening of financial bids	To be communicated through email subsequently
j.	Matching with L1 rates through e-mail communication	To be communicated through email.



2. Detailed Terms and Conditions

A. Scope of supply:

1. New Light weight 530 gms jute sacking bags for packing 50 kgs Pulses/oilseeds as per BIS Specification No IS 18162:2023 amended up to date (94 cms * 57 cms, Weight 530 gms) for packing of 50 kg of Pulses like urad, moong, toor and oilseeds like soybean, etc which should be fully fit and appropriate. There should be no spillage from the filled bag during the normal handling/ transit etc. (3 blue stripes)

Note: BIS test methods shall be applicable as per BIS Specification No IS 18162:2023

1. Three (3) Ply Heracles stitches are mandatory for SBT (530 gms) bags.
2. Transportation for supply of gunny bags to various State Level Agencies/State Civil Supply Corporation etc. has to be arranged by the Jute Mills
3. The supplier shall be liable to undertake inspection of jute bags from JC empanelled agencies on rotation basis preferably by getting jute bags inspected in equal proportion by each agency.

B. Quantity & Branding:

Bulk quantity of new light weight sacking jute bags 530 gms is required for onward dispatches to various State Marketing Federations/State Level Agency etc. for packing of Oilseeds and pulses to be procured under PSS/PSF Scheme of Govt of India. The orders will be issued to the concerned Manufacturers/millers of Jute bags as & when required by NAFED during the tenure of tender i.e. 90 days from the date of opening of financial bids of this tender and the same has to be supplied by the respective Manufacturers/Millers. Suppliers who are yet to complete supplies under earlier orders issued by NAFED may not be considered for new orders before completion of any pending previous orders.

Bags must be manufactured from Indian raw jute only. Imported Jute bags, jute bags manufactured with imported raw jute or jute yarn or fabric, unbranded or incompletely branded or wrongly branded jute bags or jute bags which do not conform to the BIS Standards should not be supplied by the Manufacturers/Millers and undertaking for the same must be submitted by bidder. Jute bags should be strictly marked with "Manufactured in India" as per the Gazette notification of Ministry of Textiles vide notification dated 15.01.2020 under reference no. S.O.533(E) which shall be applicable to our tender terms and conditions.

Further, following should be printed in each and every Light Weight Sacking Jute bags 530 gms bags supplied to various SLAs against NAFED work order:

- The Bidder name along with three stripes.
- NAFED's logo should be printed in each and every gunny bags.
- Branding may be different as per the consignee requirement and the same will be intimated while issuance of work order.

The quantity mentioned in the work order to the successful bidder would be purely indicative and not guaranteed. Quantity can be decreased/ increased/ cancelled by NAFED, at any time during the currency of the supply.



C. Delivery Period:

(i) The gunny bags are to be supplied strictly within the prescribed time period from the date of placement of work order for supply by NAFED.

(ii) The Manufacturers/Millers should adhere to the terms & conditions of the tender and stick to the commitment for supply of ordered quantity to the consignees within the stipulated time period. Non-performing Manufacturers/Millers will be penalized with strict actions like imposition of financial penalty or blacklisting/debarring in participation of NAFED's future tenders or as deemed fit by NAFED.

(iii) Bidders shall furnish their maximum monthly supply capacity to NAFED alongwith the dispatch Schedule for every week (Refer Annexure-III) to NAFED and the same should be consider while issuing the supply order. The bidders are requested to provide supply schedule by keeping in view their manufacturing capacity and other commitments.

(iv) Failure to perform contractual obligations within specified period may attract cancellation of work orders and allotment of the same to the other suppliers as deemed fit by Nafed at risks & costs of delinquent supplier (Self declaration in this regard needs to be submitted on letter head alongwith technical bid). In this case, if increase in supply rate when Nafed issue supply order to other parties(any interested jute miller willing to make supplies), the difference in cost of supply shall be recovered from the delinquent supplier from the pending payments/other payable. In case, the recoveries are more than the pending payment, Nafed can take legal action to recover the balance cost.

(v) In addition to clause (iv) above, in any case the supplier fails to deliver the Quantity of gunny bags as mentioned in work order (Delivery destination shall be indicated in the work orders as far as feasible/practicable) within the prescribed period; the SD is will be forfeited as penalty. Nafed may also impose debarment/ blacklisting of the party for a minimum period of 2 years from participating in any tender of Nafed. Information to this debarment/ blacklisting will also be sent to Jute Commissioner Office.

D. Rate quotation:

The bags are required to be delivered to consignee's designated delivery point/centre by transportation and after duly checking the quality by reputed inspection agency. The basic rates per 100 bags F.O.R destination quoted shall be inclusive of branding charges, transit insurance of goods, statutory taxes, transit cost, inspection, loading & Unloading, supervision charges & NAFED administrative charges. Eligible supplier shall have to take transit insurance of the Gunny bags (110% of the goods value) being sent to various consignees. Bill shall be raised by bidders in favour of consignee, all inclusive, at approved F.O.R rate.

(ii) NAFED may raise a separate bill for administrative charges i.e. 1.50 % plus GST @ 18% on the Manufacturers/Millers for various consignees at a time for a particular crop season.

E. Minimum Supply Quantity:

Manufacturers/Millers having capacity for supply of minimum quantity of 10 Lakh pcs (without any bifurcation) in total can submit their bids. NAFED reserves the right to place the work order according to the requirement of Consignee.



F. Tender Fee:

Tender fees of Rs. 5900/- per form (Rs.5000/-+ GST @ 18 %) in the form of NEFT/RTGS in the Bank Account of NAFED shall have to be deposited within the scheduled time. Tender without tender fees as referred above, shall not be accepted. However, MSME is exempted from submission of tender fee. Nafed's account details are given in clause G below.

G. E.M.D:

An EMD of Rs. 40,00,000/- (Forty Lakh only) is to be deposited in the form of NEFT/RTGS in the Bank Account of NAFED.

Bank Details for submission of Tender Fee/EMD:

NAME OF THE BENEFICIARY	NAFED
ACCOUNT NUMBER	10060654277
NAME OF BANK	IDFC First Bank
ADDRESS OF THE BANK	New Friends Colony New Delhi-110025
IFS Code	IDFB0020102

H. REFUND of EMD:

The EMD of unsuccessful bidder shall be refunded after final acceptance of tender of successful bidder. EMD so deposited shall not accrue any interest. Tender without EMD, shall be summarily rejected. However, MSME millers are exempted from submitting EMD with tender, but they need to submit valid MSME certificate, if any, false claim /invalid documents are found during technical evaluation, then such bid will be summarily rejected.

I. E-Way bill :

Manufacturers/Millers have to submit E-Way bill alongwith consignment note at the time of submission of their documents for release of payment after supply. .

J. Security Deposit:

EMD shall be adjusted as SD. Additionally 10% payments may be withheld from each running bills of both MSME and non-MSME bidders as security deposits by NAFED. MSME units are required to submit SD of Rs. 40 lakhs within 5 bank working days from the date of issue of acceptance letter by Nafed. SD shall be refunded after successful execution of the order and on receipt of satisfactory acknowledgement of stock of indented quantity from the consignee. If the supplier fails to supply as per work order, the security deposit shall be forfeited as per clause and the supplier be blacklisted / penalized as per provision of this tender.

K. Inspection:

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(i). The inspection of goods shall be carried out by the JC empanelled inspection house appointed by the NAFED to ascertain the quality of material primarily. Inspection will be carried out at within the mill premises of the miller of his godown before the dispatch by different agencies on rotations basis. The supplier shall be liable to undertake inspection of jute bags from JC empanelled agencies on rotation basis preferably by getting jute bags inspected in equal proportion by each agency.

(ii). No supplier can send the inspection challan directly to the surveyor. Suitable Penalty @ Rs 10,000 per cancelation/rescheduling will be levied, if the inspection challan is cancelled more than twice by any supplier without any valid reason submitted in writing.

(iii). The inspection shall be carried out before loading of gunny bags into trucks. The inspection report shall form part of dispatch intimation and in case the same is adverse/lacking, the consignment may be rejected by NAFED. The survey charges shall be borne by the supplier.

(iv). The loading should be done immediately after inspection and any delays in loading may be intimated to NAFED within 24 hours with proper justification for NAFED's consideration.

L. Payment term:

(i). 90% payment shall be processed on the basis of goods dispatched, out of the payment received from the consignee within 15 working days of submission of bills to our NAFED, Kolkata office along with supporting documents. Each bill to be submitted, in triplicate (one original along with two duplicate copy) should have Proof of dispatch of goods i.e. clean transport Challan showing the stock movement, positive inspection report of surveyor, loading supervision report along with sign & stamp of the inspection agency, valid e-way bill, valid tax invoice, valid insurance copy of 110% coverage duly endorsed by Insurance company & warranty or undertaking of the dispatched goods. and other required documents by NAFED / Consignee .

All the above stated documents should bear seal/ stamp and signature of the concerned supplier along with the payment check list format provided by NAFED.

(ii). The statutory dues such as GST must be paid irrespective of any consignee where the gunny bags will be supplied & undertaking for the same must be submitted or else the Security Deposit won't be released.

The 1.50 % administrative charges needs to be remitted by the supplier to NAFED, Kolkata before release of Security Deposit by NAFED and proof of payment must be submitted immediately to NAFED.

M. Procedure for Evaluation of Tender:

1. Two rounds of evaluation will be carried out by NAFED i.e., technical evaluation and Financial Evaluation

All relevant documents mentioned here-in the Tender documents, Eligibility Criteria (with Annexure-II) legible, duly signed & sealed, have to be submitted in pdf files through email at jutetender@nafed-india.com by 03:00 PM on 08.09.2025. if any shortcomings/discrepancies



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are found by the committee after opening of the technical bids, then bid shall be rejected, and further financial bid won't be considered.

2. Financial Bid: Financial bid should be submitted in password protected PDF files along with technical bids. Upon clearance/acceptance of technical bid, financial bids would be opened by NAFED. 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 files. On the date of financial bid opening (To be communicated through email subsequently), the authorised person will be contacted over phone/email to provide the password of the PDF file by the tender opening and evaluation committee of NAFED. In case of any deviation in submission of bids as per our mentioned terms and conditions, NAFED reserves its right to reject such bids. For the purpose of evaluation of bids, total rate per bag, exclusive of GST shall be considered.
3. After opening of financial bids, NAFED may go for L1 F.O.R rate matching with L2, L3 and other participants through email. The eligible bidders will have to give their consent to match L1 F.O.R over email within stipulated time provided by NAFED.

N. Minimum Eligibility Criteria

- a. The bidder (Manufacturer/miller) should be registered as proprietor firm/partnership firm/private ltd/public limited company or any legal entity instituted under Indian laws.
- b. Bidder should submit Rs.40,00,000/- towards E.M.D. & Tender Fee of Rs.5,900/- before the deadline.
- c. The Bidder must have cumulative Turnover of a Minimum of Rs. 50 crore for the last 3 Financial Years. A CA certificate to be submitted to this effect alongwith the technical bid.
- d. The bidder should have successfully supplied New Jute Bags (SBT, B-Twill, A-Twill & Hessian bags) to various Govt. Departments/ Pvt. Companies / Co-op Federations in the past. Copies of work order along with satisfactory Performance certificate or any other proof in support of successful supplies are to be enclosed.
- e. The bidder is required to submit documents (as applicable) viz. certified copy of the GSTN registration certificate, PAN card, Excise Certificate, partnership deed in case of partnership firm, Memorandum & Article of Association in case of Registered Company, copy of Audited Annual accounts/financial statements for the last year.
- f. An undertaking to the effect that the bidder has not been debarred/ disqualified / suspended/blacklisted from making supplies by any SLA / Co-op Federation / Government Organization/corporation etc. shall be submitted along with the bid. The bid of bidder who has been so debarred/disqualified / suspended/blacklisted will not be considered for evaluation.
- g. The bidder should follow BIS laid down specifications strictly and supply Jute Bags as per BIS Specification only. A Certificate to be submitted for the same by the Manufacturers/Millers
- h. The bidder should submit Declaration cum Undertaking pursuant to Section 206AB of the Income Tax Act, 1961. Format of the Declaration cum undertaking is placed at Annexure – IV
- i. The bidder should submit copies of ITR acknowledgments and audited Balance sheets of last 3 financial years.

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O. Validity of Offer:

Offer (BID) shall be valid for a period of 90 days from the date of opening of financial bid under Tender during which no escalation in the rates will be allowed. The supplier/bidder is bound to accept all supply orders released by NAFED within the stipulated validity of the tender period and should ensure the supplies are completed against the order placed by NAFED.

PSS/PSF procurement volume usually remains high and subsequently bulk requirement of gunny bags is placed with NAFED. The supplies of gunny bags are made keeping in view the weekly procurement volume, which may not be feasible for lone L1 supplier to meet at times. In such cases when weekly/monthly requirement of gunny bags are beyond weekly/monthly offered quantity of L1 bidder, it is necessary to allocate orders to other bidders at L1 rate. Therefore, in order to ensure smooth dispatches, NAFED will negotiate with L2, L3 and other bidders in that order for supply of gunny bags as per Tender terms & conditions at L1 rate if they are interested to do so and accordingly work orders will be issued to both L1 and L1 matching parties at L1 F.O.R rate.

P. Defaults:

- (i) If the Supplier refuses or fails to make deliveries of the cargo conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, 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(s) under the work order to be performed. Loss/penalties to NAFED causing this, shall be borne and recovered from the supplier as per this tender document.

Q. Risk Purchase:

- (i) Failure to perform contractual obligations within specified period will attract cancellation of work orders and allotment of the same to the other suppliers as deemed fit by Nafed at risks & costs of delinquent supplier (Self declaration in this regard needs to be submitted on letterhead alongwith technical bid). In case of increase of supply rate when Nafed issue supply order to other parties(any interested jute miller willing to make supplies), the difference in cost of supply shall be recovered from the delinquent supplier from the pending payment/other payables. In case, the recoveries are more than the pending payment, Nafed can take legal action to recover the balance cost.
- (ii) In addition to clause (i) above, in any case the supplier fails to deliver the Quantity of gunny bags as mentioned in work order within the prescribed period; the SD is will be forfeited as penalty. Nafed may also impose debarment/ blacklisting of the party for a minimum period of 2 years from participating in any tender of Nafed. Information to this debarment/ blacklisting will also be sent to Jute Commissioner office.

R. LIQUIDATED DAMAGES/ PENALTY:

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In case, the supply is delayed due to some reason or the other beyond the stipulated delivery period, liquidated damages shall be imposed for the delay and the same shall be acceptable to successful bidder.

1. NAFED reserve the right to levy penalty @1% plus GST of total value of balance jute bags per day of delay beyond the scheduled delivery date and is subject to maximum penalty of 10% plus GST of the total contract value due to delay in supply. Any such penalty shall be recovered from the bill amount & from the security deposit amount of the successful bidder. If the balance jute bags supply is delayed beyond 10 days from the scheduled delivery date, then such contracts may be cancelled by NAFED and goods be procured at market rates at risk and cost of the delinquent millers/manufacturers to honour NAFED's contractual obligations and the differential costs (if any) shall be recovered from the defaulting supplier.
 - a.) If the supplier requires extension in time in completion of contractual supply on account of occurrence of any hindrance, it shall apply in writing to the NAFED/Authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - b.) Delivery period may be extended with or without liquidated damages, if the delay in supply of goods is on account of hindrances beyond the control of the Tenderer or any force majeure measure reasons.
2. In case the supply of material is found substandard or not as per the norms, the supplier will lift the stock at its own cost within 7 days from intimation by NAFED. The rejected bags will lie at the risk and cost of the supplier with purchaser/SLA. Losses incurred in this process shall be to supplier's account only.

S. Indemnity:

The bidder(s) shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the bidders in respect of the services provided etc, whatsoever.

T. Holiday Listing:

NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this tender is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

U. Integrity Pact (IP) Integrity Pact has to be signed by the Applicant as per Annexure-I.

V. Applicable law, Jurisdiction and Dispute resolution.

- 1) This Tender documents and its terms and conditions shall be constituted and the legal relation between the parties hereto shall be determined and governed accordingly to the laws of Republic of India and only courts at High Court of Calcutta shall have the jurisdiction in all matters arising out of/touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The afore mentioned exclusive and irrevocable jurisdiction of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

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- 2) All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligation 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 other statutory amendments/ modification thereof for the time being in force. The venue of the arbitration shall be at New Delhi, India and language of Arbitration shall be English. In case of arbitration, the cost of Arbitration shall be borne by both parties equally.
- 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.

W. FORCE MAJEURE-

- (i) If at any time during the existence of this tender document, if the performance of all or part of its obligations is suspended by one of the parties by an event of Force Majeure, the other party may like-wise suspend the performance of all or part of its obligations hereunder, except for payment of any amount already due and payable on that day.
- (ii) Force Majeure shall include unpredictable, unforeseen, catastrophic and natural calamities or acts of God, such as earth quake, flood, land slide, epidemic, pandemic, drought, hail storm, high variation in temperature, fire, war, curfew, riots beyond the control of both the parties, existing on or after the effective date of this agreement, and not brought about at the instance of the party claiming to be affected by such event or which, if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performances, which prevent totally or partially the fulfilment of the obligations of one or both the parties.
- (iii) The party invoking Force Majeure shall provide to the other party confirmation of the existence of facts constituting Force Majeure. Such evidence shall consist of a statement of certificate of Governmental Department or Agency. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.



GENERAL TERMS AND CONDITIONS

1. The interested bidder shall have to carefully study and understand the conditions, specification and technical requirement of the bags to be supplied. If bidder has any doubt about the meaning of any term, conditions or specification etc., then bidder should refer to NAFED Head Office and get clarification before participating in Tender. A pre bid meeting has been scheduled for resolution of such queries of the bidders.
2. Arrangement for transportation for supply of gunny bags to various State Civil Supply Corporation/ State Level Agencies etc. as well as inspection of goods which is to be carried out by recognized inspection house has to be made by the Manufacturers/Millers.
3. **GST and Clearance Certificate:** No bidder, who is not registered under the GST Act prevalent in the State, where his business is located, shall participate in Tender. The GST No. should be quoted and a GST Certificate from the commercial tax officer of the circle concerned shall be submitted alongwith the certified copy of Registration Certificate, without which the Tender may not be considered.
4. The Tenderer shall not sublet the supply awarded to it.
5. In case the supply of the material is found to be sub-standard or not as per the norms/ specification, it shall be rejected and the PO shall be cancelled by forfeiting EMD/ Security deposit of such supplier as penalty.
6. At the time of submission of the Tender, it is to be ensured by the Tenderer that each page of this tender document has been signed & stamped by them, towards acceptance of terms & conditions. The signed and stamped copy of the tender document will be submitted along with technical bids.
7. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this Tender document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of Tender process. The Tender is not the subject of any process of contract or any contractual obligations between NAFED and prospective suppliers.
8. If the successful Tenderer fails to supply the material, NAFED shall arrange the same either by inviting fresh Tenders or by any other alternative means, at the risk and cost of the successful Tenderer.
9. In case the supply of material is found substandard or not as per the norms, the supplier will lift the stock at its own cost within 7 days from intimation by NAFED. The rejected bags will lie at the risk and cost of the supplier with purchaser/SLA. Losses incurred in this process shall be to supplier's account only.
10. If any Tenderer imposes condition(s), which is in addition to or in conflict with the conditions mentioned herein, his Tender is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Tender issued by consignee /NAFED.
11. NAFED, reserves the right to accept, reject or modify any or all Tenders partially or fully without assigning any reason thereof. The quantity of supply as mentioned above may be revised as per requirement.

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"NAFED HOUSE" Siddhartha Enclave, Ashram Chowk, Ring Road, Delhi-110014

Tel: 91-11-2634 0016, e-mail : jutetender@nafed-india.com, Web: www.nafed-india.com; Twitter: @nafedindia



12. NAFED will depute its representative for inspection of material at Tenderer's site prior to its dispatch for which the Tenderer should have no objection.
13. The sole discretion lies with NAFED for allocation of quantity to L1 and L1 matching Manufacturers/Millers simultaneously.
14. The SD amount will be released after receipt of clean and consolidated acknowledgement from respective purchaser/ State Civil Supply Corporation/ State Level Agencies of acceptance of goods.
15. Supplier shall comply with applicable statutory laws (as applicable) such as GST, TDS, Income Tax, PF & ESI etc.
16. Terms and condition of this tender document will form part of the supply order issued to the successful bidders after completion of evaluation of the tender.



Ref:

Date:

To

General Manager (Jute)
NAFED, HO

Sub: Submission of offer for supply of New light Weight (Indian Origin-530 gms) Jute Sacking bags for packing of Pulses-reg.

With reference to your tender floated on _____ for purchase of New light weight Jute Sacking Bags 530 gms, we are submitting our offer, and agree as under:

1. We are submitting this offer (Proposal) on our own.
2. We agree to abide by the terms and conditions of the Tender.
3. We agree to abide this offer for a period of 90 days from the date of opening of financial bid under tender _____ and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Memorandum of Agreement (MoA) & Article of Association (AoA)
5. Nature of Firm
6. We understand that NAFED is not bound to accept any or all offer it may receive.
7. It will be at the sole discretion of NAFED to amend or reject the work order issued
8. We are enclosing the following :
 - a) We enclose herewith UTR No. _____ dated _____ drawn on _____ (Bank Name) for Rs. _____/- (Rupees _____) on account of Earnest Money Deposit, as per terms and conditions of offer.
 - b) Enclosed please find herewith UTRNo. _____ dated _____ drawn on _____ (Bank Name) for Rs. 5000/- (Rupees Five Thousand only) + GST @ 18% towards cost of Tender Form.
 - c) Attested copy of PAN / TIN No./GST No. of the firm / company.
 - d) Letter of Authority issued by Firm / Company in favour of the person signing the documents.
 - e) Copy of BIS license
9. Name and contact details of Authorised Signatory:

Signature

Name :

Designation :

Seal /Rubber Stamp of the Firm / Company:

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(Format for Financial Bids to be submitted in password protected PDF files through email at
jutetender@nafed-india.com)

Sl. No	Indian Origin Light Weight Sacking Jute Bags-530 gms	Total Qty. to be supplied per month (No. of bags)	F.O.R. rate (in Rs.) with loading (per 100 bags) without tax	F.O.R. rate (in Rs.) with loading (per 100 bags) inclusive of all taxes
1	Gujarat			
2	Rajasthan			
3	Madhya Pradesh			
4	Uttar Pradesh			
5	Odisha			
6	Telangana			
7	Karnataka			
8	Andhra Pradesh			
9	Haryana			
10	Punjab			
11	Maharastra			

Thanking you,

Yours faithfully,

Name:

Designation:

Seal / Rubber Stamp of the Firm/ Company

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Annexure- I

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)

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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. The Performance Bank Guarantee be submitted with Structured Finance Managing System (SFMS) issued by the beneficiary bank along with submission of the E-RTGS Code.

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)

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Place: —
Date —
Witness 1: —

(Name & Address)
Witness 2:

(Name & Address)

Annexure-II

Details Required to be submitted for technical Evaluation

A. AUTHENTICATION OF BIDDER PROFILE

1. Name of Bidder:
2. (a) Registered Address with Contact No. & E-mail ID:
(b) Factory/Godown Address with Contact No. & E-mail ID:

The supplier be the Individuals, Proprietary or partnership firms, registered companies or any other legal entities having arrangements for New Jute Bags for packing of Pulses & Oilseeds shall only be eligible to participate in the tender.

4. Constitution of Bidder:
Proprietorship / Partnership / Limited Liability Partnership / Private Limited / Public Limited / Society/ Others:
5. Company Identification Number (CIN) / Udyog Aadhar No. (if not proprietary firm)/: Aadhar No. (Proprietor) and Director's Identification Number (DIN) of all Directors of the Bidder:
6. Date of Incorporation :
7. PAN Number :
8. GST Number :
9. Years of Business Experience in dealing with Government/Private Organizations:
10. Details of Orders (Item & Value wise) received annually in descending order value and whether executed successfully (year-wise):
(A) From Different Organizations/ Departments:

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S. No.	Year	Ordering Organization/ Deptt. Agency	Item Name	Quantity	Order Value	Status of Execution* / Non-execution
1.						
2.						
3.						

*Execution means final delivery and acceptance of Goods/Services or receipt of payment.

*Bidder to submit a satisfactory performance certificate from consignee, (besides NAFED order).

12. Whether the item is covered under Memorandum and Article of Association of Firm: Yes / No
13. Whether the Firm is Debarred / Blacklisted by any SLA/ Federation / Government Organization, a non-conviction certificate be submitted on company's letter head duly signed by Proprietor / Partner/Authorized Signatory:
14. The bidder should supply Indian Origin Jute Bags as per BIS Specification. A Declaration / Certificate to be submitted for the same by the bidder.
15. The Bidder must have cumulative Turnover of a minimum 50 crores for the last 3 Financial Years. A CA certificate to be submitted to this effect.
16. The bidder should submit Declaration cum Undertaking pursuant to Section 206AB of the Income Tax Act, 1961. Format of the Declaration cum undertaking is placed at Annexure – IV
17. The bidder should submit copies of ITR acknowledgments and audited Balance sheets of last 3 financial years.

16. The DECLARATIONS AND UNDERTAKING” are as under –

i. *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.*

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ii. 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.

iii. 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.

B. FINANCIAL CAPACITY:

1. Annual Audited Turnover of the Company with Profit / Loss Statement of last financial year duly certified by Chartered Accountant:

S. No.	Financial year	Turnover in Rs. (In Lakhs)	Profit or Loss Figure (in Lakhs)	Profit/loss Amount (In Lakhs)	Whether Audited
i)					

(Signed by Authorized Signatory)

Name of Bidder
Name of Authorized signatory -
Designation
Contact number
Authorized by



Annexure-III

Supply Schedule of Light Weight Sacking Jute Bags 530 gms to be dispatched every fortnight

Supplier Name	Supply Schedule of quantity of gunny bags to be dispatched every week



(ON YOUR COMPANY'S LETTER HEAD)

Declaration cum Undertaking pursuant to Section 206AB of the Income Tax Act, 1961

To,
M/s NAFED
India.

Dear Sir/Madam,

Subject: Declaration confirming filing of Income Tax Return for immediate 3 preceding years

I, Ms/Mr/M/s. _____ in capacity of Self/Proprietor/Partner/Director of
_____ (Name of entity) having TMID _____, PAN _____ (PAN of Entity)
registered office/permanent address at _____ do
hereby confirm that our income tax return filing status for last 3 Financial Years is as given under:

Financial Year for which Income Tax Return was due as per Section 139(1)	Filed / Not filed	Date of Filing	ITR Acknowledgement No.	TDS/TCS is Rs. 50000/- or more (Yes/No)
2022-23				
2023-24				
2024-25				

I/We hereby undertake to indemnify M/s NAFED for any claim/loss/liability/cause of action fully including any Tax, interest, penalty, etc. that may arise due to inaccurate/false/incorrect reporting of any of the above information.

For _____ (Name of Entity)

Signature: _____

Name of person: _____

Designation: _____

Place: _____

Date: _____

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Annexure-V

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at New Delhi by and between:

National Agricultural Cooperative Federation of India Ltd., 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 the "NAFED" 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 in business and permitted assigns.) of the first part

AND

_____, Partnership Firm registered under Indian Partnership Act or a company registered under the provisions of Companies Act of 1956 or 2013, having its office at _____ through Partner/Director /Managing Director Mr._____, S/o _____ resident of _____ duly authorized (hereinafter referred to as "_Service Provider" 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.

WHEREAS

A. . _____ is carrying on business of providing _____, has agreed to _____ for the Nafed and other related tasks.

B. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and in-tending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1) Confidential Information and Confidential Materials:

a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored with-in network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

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- b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2) Restrictions:

- a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.
- b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- (i) The statutory auditors of the Customer and
- (ii) Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof.
- c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3) Rights and Remedies

- a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this



Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

- b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - (i) Suspension of access privileges
 - (ii) Change of personnel assigned to the job.
 - (iii) Financial liability for actual, consequential or incidental damages d. Termination of contract.
- d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4) Miscellaneous:

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any ex-pressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.



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- e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- f) In case of any dispute, decision of the Nafed will be final.
- g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.
- 5) Suggestions and Feedback (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's con-sent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2018 at _____ (month) (place)

For and on behalf of Nafed.

Name:

Designation:

Place:

Signature:

For and on behalf of _____

Name:

Designation:

Place:

Signature:

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.

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