



**NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA
LTD. (NAFED)**

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Helpline No. 18004190511

e-Tender Document No. 007 Dt. 28/03/2024

NAFED INVITES BIDS FROM ELIGIBLE BIDDERS

For

**For Export of 40,000 MT of 100% broken Non-Basmati White Rice to
Senegal upto Dakar Port seaport on CIF (LO) basis**

e-Tender Schedule

Date	e-Tender Time	Extension
04/04/2024	15:00 Hours to 15:30 hours (30 mins)	As per the e-Tender

TECHNICAL DOCUMENTS & EMD SUBMISSION SCHEDULE

Date	Document Submission Deadline
03/04/2024	On or before 16:00 hours

**INTERNATIONAL TRADE DIVISION
NAFED - HEAD OFFICE
NEW DELHI**

Notice of Disclaimer

- A. The information contained in this e-Tender or subsequently provided to intending Bidder(s) whether verbally or in documentary form by or on behalf of NAFED or any of its employees or officers (hereinafter referred to as “**Representatives**”) is provided on the terms and conditions set out in this E-Tender and all other terms and conditions subject to which such information is provided.
- B. No part of this e-Tender and no part of any subsequent correspondence by NAFED, or the 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 the Letter of Award and Tri-Partite Agreement has been executed by the appropriate parties having the authority to enter into and approve such agreements.
- C. This e-Tender has been prepared solely for inviting Bids from its eligible bidders. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit its Bid. The data and any other information wherever provided in this e-Tender is only indicative and neither NAFED, nor the 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 Bidder, 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 E-Tender.
- D. Neither NAFED nor its Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this e-Tender. Bidders 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 bid process. Bidders must undertake their own studies and provide their Bids.
- E. This E-Tender is provided for information purposes only and upon the express understanding that such parties will use it only for the purposes set forth above. It does not purport to be all-inclusive or contain all the information about the e-Tender Document in relation to which it is being issued.
- F. The information and statements made in this e-Tender have been made in good faith. Bidders should rely on their own judgments in submitting the Bid. 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. This e-Tender 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 E-Tender.
- H. NAFED reserves the right to reject all or any of the Bids submitted in response to this e-Tender at any stage without assigning any reasons whatsoever.
- I. All Bidders are responsible for all costs incurred by them; NAFED may at its sole discretion proceed in the matter if deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Bidders will have no claim whatsoever against neither NAFED nor its employees and officers.
- J. NAFED reserves the right to modify, suspend, change or supplement this e-Tender at any stage. Any change to the e-Tender will be notified to all the Bidders to whom the e-Tender is issued.
- K. Mere submission of a bid does not ensure selection of the Bidder as Successful Bidder.

1. Introduction

- 1.1. DGFT, Govt. of India vide multiple trade notices has permitted National Cooperative Export Limited (NCEL) for export of Non Basmati White Rice and Broken Rice to various countries.
- 1.2. Being a promoter member of NCEL, NAFED is undertaking export of 40,000 MT of 100% broken non-basmati white rice to Senegal upto Dakar Port seaport on CIF (LO) basis.
- 1.3. NAFED is publishing this e-Tender dated 28/03/2024 to achieve the aforementioned objective of export of rice and is inviting bids from eligible bidders for export of rice to Senegal.

2. Invitation for bids

- 2.1. For the purpose as mentioned at clause 1.2, NAFED invites bids from eligible bidders/parties satisfying the minimum eligibility criteria in accordance with the terms set forth in this e-Tender.
- 2.2. All eligible entities, which may include individuals, Farmers Producers Organizations (FPOs), co-operative societies, federations and companies, are invited to submit their bids.
- 2.3. NAFED shall receive bids for the export of Rice pursuant to this e-Tender, in accordance with the terms set forth in this e-Tender and other documents to be provided, including the tripartite agreement to be executed by the successful bidders, NAFED and the Facilitation Agency in the form set out in annexed **Tripartite Agreement**.
- 2.4. Bidders who fulfil the Minimum Eligibility Criteria are being called upon to submit their documents mentioned in this e-Tender Document (**Technical Bid**). All Technical Bids shall be prepared and submitted in accordance with this e-Tender on or before **03/04/2024**.
- 2.5. The bidding process shall be carried out in 2 (two) sub-stages:
 - (a) the first sub-stage will involve evaluating the Technical Bids submitted by the Bidders. Only those Bidders who meet the Minimum Eligibility Criteria will be qualified for the next sub-stage; and
 - (b) in the second and the final sub-stage, Qualified Bidders will participate in the E-Tender Process as set out in Clause 13 to determine the Successful Bidder(s).
- 2.6. NAFED reserves the absolute and unfettered right, in its sole discretion, to accept or reject any or all bids at any stage of the e-Tender process, without assigning any reason whatsoever. This right shall be exercised independently, and its exercise shall not be subject to any challenge by any Bidder. NAFED also reserves the absolute and unfettered right, at any time and without prior notice, to delete/modify/add/amend/supplement any clause to this e-Tender. Such modification may be made for any reason deemed necessary or expedient by NAFED and shall be binding upon all existing and potential Bidders.

3. Product Name, Quantity & Quality Specifications

Product Name	Discharge Port	Total e-Tender Quantity
100% Broken Indian White Rice	Dakar Port, Senegal	40,000 M.T.

- 3.1. The quality of Rice should be in accordance with the quality specifications as provided in **Annexure I ("Quality Specifications")**.
- 3.2. All products must be of Indian origin only.

4. Packing

- 4.1. Rice shall be packed in 50 kg P.P. bags; tare weight of each empty bag should be 140 grams

minimum.

5. Marking on Bags

- 5.1 The marking on bags will be as per buyer's mark and shall be provided to Successful Bidder(s).

6. Delivery Schedule

- 6.1 Shipment of the entire consignment from load port in India by sea (bulk vessels and/or containers) is to be done within 30 (thirty) days from date of issuance of Letter of Award by NAFED in favour of Successful Bidders.
- 6.2 Since time is the essence of this supply, entire quantities of rice must be shipped on board from Indian seaport as per Letter of award, any delay in sailing shall be subject to liquidated damage penalty.
- 6.3 Copy of complete set of documents shall be required to be submitted with NAFED within 05 calendars days from shipment date.

7. Price

- 7.1 The Bids shall be submitted in **United States Dollars (USD) per Metric Ton (MT) on cost**, insurance, freight and liner out (**CIF LO**) basis upto delivery of the consignment to Dakar seaport, Senegal. The bids should be valid for a period of 30 days from the date of e-Tender.
- 7.2 The quoted CIF LO prices shall be deemed to be inclusive of cost of cargo, its transportation from mill/godown to the load port, godown rent, CFS/Port charges, Terminal Handling Charges, loading/unloading charges, packing charges, payment of export duties (as applicable), customs house agent (CHA) charges, Ocean Freight, Insurance, phytosanitary & fumigation charges (to be done with Methyl Bromide, or as per destination country regulations) and any other related charges for delivery of the consignment up to the Discharge Port.
- 7.3 The quoted price should be inclusive of all taxes, duties and levies etc. including payment of any applicable export duties in relation to the awarded quantity strictly in compliance with CBIC General Sensitization Circular dated 15.01.2024 and other circulars as issued time to time.
- 7.4 In the event where any additional export duty are required to be paid on account of NAFED/NCEL margin, Surveyor cost, etc., such cost shall be payable by the Successful Bidder(s) at time of filing of Shipping bill, which shall be reimbursed by NAFED to Successful Bidder(s) as per actuals at the time of final payments.

8. Payment Terms:

- 8.1 Upon receipt of payment from the foreign buyer (Importer/Aggregator) through NCEL and post submission of all the requisite shipment documents and other certificates, NAFED shall remit the amount payable to the supplier within three (03) working days, subject to deductions of bank charges and other deductions (if any) in respect of quality and quantity discrepancies, penalties, demurrages, etc.
- 8.2 NAFED shall remit the payment to supplier in USD (in case allowed by bank) or in Indian Rupees (INR) after currency conversion (USD/INR) as per prevailing spot rate on the given date.
- 8.3 NAFED shall not be responsible for any currency conversion gain/loss.

9. Inspection

- 9.1. NAFED may appoint a government agency or an experienced, well-known and internationally reputed surveyor/inspection agency with relevant expertise, for pre-shipment survey of Rice at the mill/warehouse and at the loading port. The inspection costs shall be borne by NAFED.
- 9.2. The Surveyor/inspection agency shall inspect the products and packing material as deemed necessary to verify the conformity of the prescribed quantity and Quality Specifications as per the provisions of this Agreement, and issue necessary certificates, inter alia including the (i) certificate of quality; (ii) certificate of quantity; (iii) certificate of weight; and (iv) certificate of warranty.
- 9.3. The Surveyor/inspection agency appointed by NAFED shall be responsible for supervision of packing, loading, related operations at mill point and/or load port, vessel hold/hatches survey, fumigation, cargo loading in vessels/containers etc.
- 9.4. In order to ensure smooth execution of the agreement, NAFED may utilize the services of Facilitation agency for random inspections at any stage of the supplies.
- 9.5. The reports/certificates issued by Surveyor/inspection agency appointed by NAFED shall be considered as final and binding for all purposes and the supplier shall not be liable to raise any dispute with respect to the said reports/certificates.

10. Eligibility of Bidders

- 10.1. To be considered as technically qualified for submitting a bid, a Bidder must fulfil the applicable conditions of eligibility, i.e., the Technical Criteria and the Qualitative Criteria as set out in **Annexure IV**.
- 10.2. Any misrepresentation of Eligibility Criteria or breach of the contractual obligations as per this tender document, including but not limited to the Tripartite Agreement, may subject the Bidder to legal consequences, including disqualification, forfeiture of EMD/Security Deposit, debarment for future bids, or other penalties as outlined in the Bidding Documents.

11. Technical Bid

- 11.1. All Bidders must submit, without exception, all the following relevant documents:
 - (a) Proof of payment (Bank UTR No.) of EMD amount;
 - (b) Authority letter for signing of the bid;
 - (c) Declaration stating that the Bidder is in compliance with the criteria specified in Annexure IV, as per the format provided in **Annexure II**; and
 - (d) Undertaking for not utilizing stock procured under Public Procurement Program as per **Annexure III**;
- 11.2. The documents as submitted by the bidder will be verified by the NAFED for authenticity, completeness, and compliance with applicable regulations. In the event that the NAFED identifies any discrepancies, inaccuracies, or missing documentation, the Bidder's application may be deemed non-compliant and automatically disqualified.
- 11.3. All relevant documents must be uploaded on the e-Portal.
- 11.4. Each page of this e-Tender must be duly stamped and signed by the Authorized Signatory and submitted along with the Technical Bid.
- 11.5. The Technical Bid and all related correspondence and documents in relation to the Bidding

Process shall be in English language. NAFED shall evaluate only those Technical Bids that are received in the required formats specified under this e-Tender and are complete in all respects.

12. Technical Bid Submission and Evaluation

- 12.1. Bidders shall submit their Technical Bid in the manner and form provided in the e-Tender Document.
- 12.2. Technical Bids must be submitted before 1600 hours (IST) on or before **03/04/2024**.
- 12.3. NAFED may, at its sole discretion, extend the Bid Due Date and/or the time specified above by issuing a corrigendum to this e-Tender. In such a case, all rights and obligations of NAFED and Bidders previously subject to the original Bid Due Date and/or time will thereafter be subject to such extended Bid Due Date and/or time.
- 12.4. Technical Bids received beyond the time specified above on the Bid Due Date shall be summarily rejected by NAFED. NAFED will not be responsible for any delay in receipt of Bids.
- 12.5. The intending bidders whose Technical Bids are considered responsive in terms of this e-Tender and fulfil the Minimum Eligibility Criteria as set forth in **Annexure IV** shall be declared as qualified bidders. Thereafter, Qualified Bidders may participate in the e-Tender.

13. Earnest Money Deposit (EMD) & Security Deposit (SD):

- 13.1. Every bidder shall furnish as part of its Technical Bid, interest-free EMD of Rs. 83,00,000/- (**Indian Rupees Eighty Three Lakhs Only**) and deposit the EMD into the designated account, as follows:

NAME OF THE BENEFICIARY	NAFED
ACCOUNT NUMBER	000394600000220
NAME OF BANK	YES BANK
ADDRESS OF THE BANK	New Delhi
IFS Code	YESB0000003

- 13.2. In the event that a bidder has previously deposited EMD with NAFED against e-Tender for export of rice that is equal to or greater than the EMD amount required to be deposited for the current e-Tender and has not been declared as a successful bidder in any of the e-Tenders as on the date of current e-Tender. Such bidder(s) shall be allowed to participate in the current e-Tender by allowing the previously paid EMD against this E-Tender. For this purpose the bidder needs to submit a request on companies Letter Head with NAFED at itd@nafed-india.com.
- 13.3. NAFED shall reject the Technical Bid as non-responsive if it is not accompanied by the EMD as required under the terms of this E-Tender.
- 13.4. The EMD of all Bidders, except for the Successful Bidder(s) shall be refunded & NAFED shall not be liable to pay any interest to any Bidder on the EMD.
- 13.5. The Successful Bidder(s) shall be irrevocably bound to **deposit 5% of the contract value through RTGS/NEFT as SD** in the account as detailed in clause 13.1 of this e-Tender Document, after adjusting the EMD amount already deposited with NAFED.
- 13.6. NAFED reserves the right to forfeit the EMD/SD, in whole or part, to compensate for any damages, losses, or costs incurred due to the Successful Bidder's failure to meet its contractual obligations as provided under the Tripartite Agreement.
- 13.7. The EMD of the Successful Bidders shall be adjusted against the SD. Further, the EMD of the

Successful Bidders shall be forfeited in case they fail to submit the SD within the specified timeframe to the satisfaction of the NAFED.

14. AUCTION PROCESS:

14.1. The Auction Process shall comprise of a price discovery and a price match session by way of an auction conducted electronically on the website (www.nafedtenders.org) on 04/04/2024 at 15:00 hours.

14.2. There shall be total 7 lots in the Auction, as under:

Lot A	10,000 MT (Round-1 lot)
Lot B	5,000 MT
Lot C	5,000 MT
Lot D	5,000 MT
Lot E	5,000 MT
Lot F	5,000 MT
Lot G	5,000 MT

14.3. The Auction shall be conducted over 2 (two) rounds. The first round shall be a **Price Discovery Round**, and the second round is a **Price Matching Round**, the detailed process is as follows:

(a) First Round (Price Discovery): The Qualified Bidders shall bid for allotment of Lot-A in the first round. The Qualified Bidder that provides the lowest Financial Bid shall be awarded the Lot-A. All other Qualified Bidders shall be ranked based on their Financial Bids received in the Round-1 for Lot-A, such that the lowest financial bid shall be ranked as L1, the second lowest Financial Bid shall be ranked as L2, the third lowest Financial Bid shall be ranked as L3, and so on. The quantity to be awarded in the First Round shall be **10,000 MT only**.

(b) Second Round (Price Match): All Qualified Bidders except for L1 shall sequentially be provided an opportunity to match the L1 price for remaining lots, based on their ranking. For example, for Lot 2, first L2 bidder will be provided an opportunity to match the L1 price. If L2 does not match the L1 price, the opportunity will be provided to L3, and so on.

14.4. The Auction session will be open for a duration of 30 minutes and there will be 03 extensions of 5 minutes each. Each extension will come into effect if any Financial Bid is received in the last 03 minutes of closing of the initial Auction session or the extension session.

14.5. The lots will be allocated to the Qualified Bidders real time electronically. In the event of a tie between Qualified Bidders, precedence shall be given to the Qualified Bidder that has submitted its Financial Bid earlier, basis the time of submission of Financial Bids on the e-Portal.

14.6. In case any quantities remains unallocated, NAFED may either offer the said unallocated quantity to L1, L2, L3 etc. bidders in a sequential manner for acceptance;

Or

Retender the balance quantity on the same terms and conditions;

Or

Invite fresh tenders with revised terms and conditions

Or

Cancel the entire tender.

- 14.7. In case, L1, L2, L3 bidders accept additional offered quantities, they would be liable to deposit additional SD and comply with other terms of this e-Tender Document. The entire e-tender quantity or the round two quantity (i.e. total quantity minus L1 quantity) or any unallocated quantity (i.e. total quantities minus quantities for which bids have been received) may be cancelled, as the case may be.
- 14.8. As the negotiation on the contract with the foreign buyer may be concluded after e-Tender process, therefore, NAFED reserves the right to request further negotiations with the Successful Bidders prior to issuance of the Letter of Award.
- 14.9. For any assistance, bidders may contact at Helpline No. **18004190511** or Email at info@nafedtenders.org.

15. Number of Bids and Costs

- 15.1. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NAFED, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NAFED shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bid process.

16. Intimation to successful Bidders

- 16.1. After identification of the successful Bidder(s), NAFED shall issue a Letter of Award (LOA) in favour of Successful Bidder(s). The Successful Bidder(s) shall, within 2 days of the receipt of the LOA, sign and return the copy of the LOA in acknowledgement thereof and, fulfil any condition set out in the LOA within the time limit prescribed there under.
- 16.2. After acknowledgement of the LOA as aforesaid by the Successful Bidder, a Tripartite Agreement as annexed at '**Annexure-V**' shall be executed within the period prescribed in the LOA, subject to the fulfilment of conditions prescribed therein. The Successful Bidders shall not be entitled to negotiate or seek any deviation, modification or amendment in the annexed Tripartite Agreement.
- 16.3. It is hereby clarified that the Successful Bidder shall not possess any right to supply prior to the issuance of the Letter of Award (LOA). However, it is expressly understood that the Successful Bidder shall be obligated to their bid for duration of 30 days from the date of the e-Tender. The Successful Bidder shall have no recourse against NAFED for non-issuance of the LOA.
- 16.4. The Successful Bidders will be required to submit the requisite SD, in the manner set out under the Tripartite Agreement.
- 16.5. In the event the acknowledged copy of LoA is not received by the stipulated date, NAFED may, unless it provides in writing, an extension of time for submission thereof, without prejudice to any of its rights under the Bidding Documents or law or equity, withdraw the LOA and forfeit the EMD/SD of such Successful Bidder and the remaining Qualified Bidders may be considered by NAFED for the award of the Export Allotment.

17. LIQUIDATED DAMAGES/ PENALTY:

- 17.1 NAFED reserve the right to levy penalty @ **0.50% plus GST** of total value of balance cargo per day of delay beyond the scheduled delivery date as specified at clause 6 above and is

subject to maximum penalty of **10.00% plus GST** of the total Agreement value or amount equivalent to penalty levied by Buyer on NAFED/NCEL due to delay in supply, whichever is higher. Any such penalty shall be recovered from the bill amount & from the security deposit amount of the successful bidder.

18. RISK PURCHASE

- 18.1 If supplier fails to take required steps to ship rice within stipulated delivery schedule as per contractual terms, NAFED may at its sole discretion cancel the agreement and procure the undelivered quantities from the open market at the risks, costs and consequences of the Supplier and the supplier shall be liable to bear the additional costs/damages/penalties so incurred by NAFED.

19. Interpretation of the Clauses in this E-Tender

- 19.1 In case of any ambiguity/dispute in the interpretation of any of the clauses in this e-Tender, NAFED's interpretation of the Clauses shall be final and binding on the Bidders.

20. Other Terms & Conditions

- 20.1. Bidders are held to strict compliance with all terms and conditions of this e-Tender and any violation or deviation in any terms & conditions of this e-Tender may result in disqualification or rejection of the bid.
- 20.2. The Successful Bidders shall be required to execute the annexed Tripartite Agreement with NAFED and the Facilitation Agency.
- 20.3. The Technical Bid shall be stamped and signed properly mentioning the name, designation, and contact details of Authorised Signatory.
- 20.4. The Successful Bidders shall not assign or sub-let the supply of any product under this e-Tender or any part thereof to any other supplier or exporter. Any such act of subletting shall be construed as misconduct on the part of the Successful Bidder and shall be a material breach of the e-Tender and shall entail all legal consequences without proof of actual loss to NAFED.
- 20.5. Bidders and their respective officers, employees, agents and advisers must not engage in any collusive bidding, anti-competitive conduct or any other similar conduct with any other Bidder or any other entity in relation to this Tender Process.
- 20.6. The Bidding Documents shall be governed and construed in accordance with Indian Laws.
- 20.7. Any product procured by any agency of Government of India under any of the Public Procurement Program shall not be used for the subject supply/export.

21. FORCE MAJEURE:

- 21.1 If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods on this account shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- 21.2 If operation of such circumstances exceed thirty days either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages except in case damages claimed by foreign buyer from NAFED.

- 21.3 The party which is unable to fulfil its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Documents/Certificate issued by the competent authority (as applicable) shall be sufficient proof of the existence of the above circumstances and their duration. Non- availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.

22. INTEGRITY PACT:

- 22.1 Supplier will be required to execute the Integrity Pact as per Annexure-VI, which is also available on the website of NAFED. It will be assumed that supplier has gone through the Integrity Pact and have no objections whatsoever in signing the contract.

23. PREVENTION OF FRAUD AND CORRUPTION

- 23.1 The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Supplier agree and undertake to observe the principles/ provisions as laid down in “Holiday Listing Policy” of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- 23.2 The Supplier shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED’s employees 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 agreement.
- 23.3 The Supplier shall not enter with other supplier into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- 23.4 The Supplier shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Supplier will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- 23.5 The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- 23.6 The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

24. HOLIDAY LISTING:

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

25. GOVERNING LAW AND RESOLUTION OF DISPUTES:

- 25.1 The Agreement shall be governed by and interpreted in accordance with the laws of India and the courts at New Delhi, India shall have exclusive jurisdiction over the matters arising out of this Agreement.

25.2 The Parties agree to use their best efforts for resolving any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

QUALITY SPECIFICATION**INDIAN RAW WHITE RICE 100% BROKEN**

S. No	Parameters	Specification Value	Unit	Limit
1)	Moisture %	14.00	%	Maximum
2)	Broken below 1.25 mm	15	% w/w	Maximum
3)	Broken above 1.25 mm	80	% w/w	Minimum
4)	Whole Grains	5	% w/w	Maximum
5)	Damaged Discolor/Yellow & Red/Red Streaked	2	% w/w	Maximum
6)	Light Yellow	1	% w/w	Maximum
7)	Chalky Grains	6	% w/w	Maximum
8)	Foreign Matter	0.50	% w/w	Maximum
9)	Whiteness Degree on Kett	40	Deg.	Minimum
10)	Crop Year	Old		
11)	Degree of Milling	Well Milled Silky Sortexed & Double Polished		
12)	Rice should be fit for human consumption, free from any off odour, Insect infestation and moth webbings. The definition of all the above parameter shall be basis the relevant Indian rice standards.			

ELIGIBILITY DECLARATION

(On the Letter head of the Company/Firm)

I, [insert name of the Authorized Representative of Bidder], authorized by [●] for giving such affidavit, son/daughter of [●], aged about [●] years, currently residing at [Address to be inserted] and having Aadhaar/ Passport number [●], on behalf of [name of the Bidder] having registered office at [●] (“**Bidder**”), do solemnly affirm and state to NAFED as follows:

1. That I am duly authorised and competent to make and affirm the instant affidavit for and on behalf of the Bidder in terms of the [resolution of its board of directors/ power of attorney to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. That the Bidder meets all the below mentioned eligibility criteria as per the requirements of the E-Tender:
 - (a) The Bidder is not insolvent, in receivership, in corporate insolvency resolution process under IBC, in liquidation under IBC, bankrupt or being wound up, does not have its affairs administered by a court, resolution professional or a liquidator or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract);
 - (b) The Bidder has not have passed a resolution for its corporate insolvency resolution process, or must not have filed any petition for its own corporate insolvency resolution process before a court (including tribunal) of competent jurisdiction in accordance with the provisions of IBC;
 - (c) The Bidder has not been barred or blacklisted or placed in Holiday List of NAFED any Government Instrumentality.
 - (d) The Bidder has not have failed to perform on a contract awarded by NAFED, NCEL or Government Instrumentality in India;
 - (e) The Bidder has not been declared as ineligible due to corrupt or fraudulent practices in any e-Tender /bid process in the past;
 - (f) The Bidder does not have an associate which does not satisfy the eligibility criteria as set out in paragraphs (a) to (e) above.
3. That the Bidder unconditionally and irrevocably undertakes that it shall provide all data documents and information as may be required to verify the statements made under this affidavit.
4. That the Bidder understands that the NAFED shall evaluate the Technical Bid submitted by the Bidder and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Bidder under this declaration.
5. All capitalised terms in this declaration, unless specifically defined herein, shall have the meaning assigned to them in the e-Tender issued by NAFED.

Solemnly affirmed at [●] on the [●] day of [●]

**UNDERTAKING FOR NOT UTILIZING STOCK PROCURED UNDER PUBLIC
PROCUREMENT PROGRAMME**

(On the Letter head of the Company/Firm)

[Name and Designation]

[Address]

Dear Sir,

This is with reference to your e-Tender no. [●] for supply of [●] Rice to [Destination Port] on CIF LO basis on behalf of NAFED. In compliance to the terms & conditions of the aforementioned e-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 Programs for this export/supply.

For [Name of the Company/Firm]

[Name & Signature of the Authorized
Signatory]

[Designation]

Place of Issue:

Date of Issue:

MINIMUM ELIGIBILITY CRITERIA

In order to be eligible for the Export Allotment, the Bidders are required to satisfy each of the criteria specified under Paragraphs 1 and 2.

1. Technical Criteria

The Bidder shall be required to be

1.1 duly registered as an empanelled exporter with NAFED; or

1.2 duly registered as a member of the Indian Rice Exporter Federation who are eligible as per applicable empanelment criteria of NAFED.

2. Qualitative Criteria

2.1 As of the date of the submission of the Bidding Documents, the Bidder should continue to meet the following conditions. The Bidder:

- (a) must not be insolvent, in receivership, in corporate insolvency resolution process under IBC, in liquidation under IBC, bankrupt or being wound up, not have its affairs administered by a court, resolution professional or a liquidator or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract);
- (b) must not have been barred or blacklisted, by NAFED, NCEL or any government or Government Instrumentality in India.
- (c) must not have failed to perform on a contract awarded by NAFED, NCEL or any government or Government Instrumentality in India;
- (d) must not have been declared as ineligible due to corrupt or fraudulent practices in any prior e-Tender /bid process in the past; and

2.2 A Bidder shall be prohibited from submitting a bid if it fails to meet the eligibility criteria as specified above at point 1 and 2.

TRIPARTITE AGREEMENT

(On Non-judicial stamp paper of Rs. 100/-)

(Tripartite Agreement to be executed between NAFED, Successful Bidder and Facilitation Agency on non-judicial stamp paper of Rs.100/-)

This **TRIPARTITE AGREEMENT** for export of 40,000 MT of 100% broken non-basmati white rice to Senegal upto Dakar Port seaport on CIF (LO) basis, through NAFED & NCEL is executed on this [●] day of [●], 2024.

BY AND BETWEEN:

1. **National Agricultural Cooperative Marketing 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-110034, through its **(Designation)** , **(Name)** duly authorized, (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

2. _____, a Partnership/Proprietorship firm/Cooperative Society/LLP registered under the provisions of appropriate applicable legislation, having its Regd. Office at _____ through its (Designation), (Name), resident of _____ duly authorized (hereinafter referred to as "Successful Bidder"/ "**Supplier**") which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the **second** part;

AND

3. **Indian Rice Exporters Federation**, a not-for-profit multistate apex level Export Federation registered under the Companies Act, 2013 having its Head Office at 73 LGF, World Trade Centre, Connaught Place, New Delhi – 110003 through its (Designation), (Name), resident of _____ duly authorized (hereinafter referred to as "**Facilitation Agency**") 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 **third** part

NAFED, the Supplier and the Facilitation Agency shall collectively be referred to as "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS:

- (A) DGFT, Govt. of India vide multiple trade notices has permitted National Cooperative Export Limited (hereinafter referred to as "NCEL") for export of Non Basmati White Rice and Broken Rice to various countries.
- (B) Being a promoter member of NCEL, NAFED is undertaking export of 40,000 MT of 100% broken non-basmati white rice to Senegal upto Dakar Port seaport on CIF (LO) basis, for and on behalf of NCEL as an Associate Shipper.

- (C) NAFED had accordingly invited bids in this regard from eligible rice suppliers for export of referred quantity of rice to Senegal vide its e-tender document No. 007 Dt. 28/03/2024. The successful bidder herein was accordingly issued a Letter of Award (LOA) dated _____ by NAFED for execution and completion of supplies to the extent of allocated quantity ofMT.
- (D) In accordance with the terms and conditions of the Tender and the LOA, the Supplier has provided a Security Deposit of an amount equivalent to 05% of total Agreement value amounting Rs...../- (INR..... Only)
- (E) Pursuant to the terms of the e-Tender and the LOA, NAFED intends to enter into this Facilitation Agreement with supplier and facilitation agency for export of MT of rice to Senegal, subject to the terms and conditions set forth hereinafter.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF WORK:

- 1.1 The Supplier shall be required to deliver..... MT of Rice to Senegal upto Dakar Port seaport on CIF (LO) basis in accordance with the prescribed quality specifications and the terms and conditions of this Agreement.
- 1.2 The Supplier shall obtain and maintain all applicable permits required to perform its obligations under this Agreement.

2. QUALITY SPECIFICATION:

Indian raw white rice 100% Broken

S. No	Parameters	Specification Value	Unit	Limit
	Moisture %	14.00	%	Maximum
2)	Broken below 1.25 mm	15	% w/w	Maximum
3)	Broken above 1.25 mm	80	% w/w	Minimum
4)	Whole Grains	5	% w/w	Maximum
5)	Damaged Discolor/Yellow & Red/Red Streaked	2	% w/w	Maximum
6)	Light Yellow	1	% w/w	Maximum
7)	Chalky Grains	6	% w/w	Maximum
8)	Foreign Matter	0.50	% w/w	Maximum
9)	Whiteness Degree on Kett	40	Deg.	Minimum

10)	Crop Year	Old
11)	Degree of Milling	Well Milled Silky Sortexed & Double Polished
12)	Rice should be fit for human consumption, free from any off odour, Insect infestation and moth webblings. The definition of all the above parameter shall be basis the relevant Indian rice standards.	

3. PACKING:

- 3.1 Rice shall be packed in 50 kg P.P. bags; tare weight of each empty bag should be 140 grams minimum.

4. MARKING ON BAGS:

- 4.1 The marking on bags will be as per buyer's mark.

5. CONSIGNEE DETAILS:

(Shall be provided to successful bidders)

6. DELIVERY SCHEDULE:

- 6.1 Shipment of the entire consignment by sea is to be done latest by.... (date).....**2024** in bulk vessels and/or containers.
- 6.2 Since time is the essence of this agreement, entire allocated quantities of rice must be shipped on board from Indian seaport on or before2024, any delay in sailing shall be subject to liquidated damage penalty in terms of this agreement.
- 6.3 Copy of complete set of documents shall be required to be submitted with NAFED within 05 calendars days from shipment date.

7. PRICING:

- 7.1 The price payable to the Supplier shall be **USD** _____ per MT for Rice on CIF (LO) basis for delivery upto Dakar seaport, Senegal.
- 7.2 Above price is inclusive of all applicable duties, taxes and levies.
- 7.3 However, in the event any additional duties are required to be paid on account of NAFED/NCEL margins, in that event, it shall be incumbent upon the supplier to pay the said amounts on actual basis which shall later/subsequently be reimbursed by NAFED at the time of final payments/settlement.

8. PAYMENT TERMS:

- 8.1 Upon receipt of payment from the foreign buyer (Importer/Aggregator) through NCEL and post submission of all the requisite shipment documents and other certificates, NAFED shall remit the agreed upon price and any additional duties deposited by the supplier as per above clause 7 to the supplier subject to deductions of bank charges and other deductions (if any) in respect of quality and quantity discrepancies, penalties, demurrages, etc.
- 8.2 NAFED shall pay and remit the payment to supplier in USD (in case allowed by bank) or in Indian Rupees (INR) after currency conversion (USD/INR) as per prevailing spot rate on the

given date.

- 8.3 However, NAFED shall not be responsible/ liable for any currency conversion gain/loss in this regard.

9. SECURITY DEPOSIT:

- 9.1 Interest free security amount equivalent to 05% of total Agreement value amounting to Rs./- (INR Only) deposited by supplier vide RTGS/NEFT numberdated to NAFED.
- 9.2 Security deposit amount shall be refunded to supplier after receipt of full & final payment from foreign buyer and discharge of all contractual obligations.
- 9.3 If the Supplier fails to export the Rice in accordance with the terms of this Agreement, or breaches or neglects to perform any contractual obligations under this Agreement, NAFED reserves the right, at its option, to:
- (a) Encash or claim the Security Deposit, in whole or part, for the payment of any penalties or damages as set out under or accrued out of this Agreement and/or to compensate for any damages, losses, or costs incurred and accrued due to the Supplier's failure to meet its contractual obligations as provided under this Agreement; and/or
 - (b) Terminate this Agreement or terminate the right of the Supplier to proceed with any or all of the remaining obligations to be performed under this Agreement. In such case, NAFED shall forfeit the Security Deposit submitted by Supplier, without providing any written notice to the Supplier.

10. INSPECTION OF RICE:

- 10.1 NAFED shall appoint a government agency or an experienced, well-known and internationally reputed surveyor/inspection agency with relevant expertise, for pre-dispatch survey of Rice at the mill/warehouse and at the loading port.
- 10.2 The Surveyor/inspection agency shall inspect the products and packing material as deemed necessary to verify the conformity of the prescribed quantity and Quality Specifications as per the provisions of this Agreement, and issue necessary certificates, *inter alia* including the (i) certificate of quality; (ii) certificate of quantity; (iii) certificate of weight; and (iv) certificate of warranty.
- 10.3 The Surveyor/inspection agency shall be responsible for supervision of packing, loading, related operations at mill point and/or load port, vessel hold/hatches survey, fumigation, cargo loading in vessels/containers, etc.
- 10.4 In order to ensure smooth execution of the agreement, NAFED may utilize the services of Facilitation agency for random inspections at any stage of the supplies.

11. SUBMISSION OF SHIPPING DOCUMENTS & SHIPPING ADVICE

- 11.1 Copy of the complete set of export documents (lot wise) to be submitted immediately through email on id itd@nafed-india.com & info@nafedtenders.org and to be submitted in original with NAFED, Head Office, New Delhi within 05 calendar days from shipment date.

12. HANDLING OF REJECTED QUANTITIES:

- 12.1 The Supplier shall be responsible for all charges in relation to any rejected quantities until delivery of Rice at the Destination Port. Failure to deliver Rice on time may lead to cancellation and forfeiture of the Security Deposit and issuance of necessary directions (if any) in this regard by NAFED.

- 12.2 Any rejected quantity at any stage of the execution of this agreement will not be considered as delivered stock. The Supplier shall be bound to fully cover all associated charges for rejected quantities from the point of origin to the Destination Port. NAFED shall have no obligation to share or contribute towards any expenses in relation to rejected quantities.
- 12.3 The Supplier shall be liable to deliver replacements to the rejected rice at the Destination Port, or such other location as NAFED may specify, within a time period as specified by NAFED. Such replacement of Rice shall be as per the terms of the Agreement.

13. Defaults & Damage

- 13.1. If the Supplier refuses or fails to make deliveries of the rice conforming to the contracted specification within the time specified or to perform faithfully any contractual terms, the NAFED may, without prejudice to other rights of the NAFED resulting from breach of the contractual terms, by given written notice cancel or rescind the contract or terminate the right of the Supplier to proceed with any or all of the remaining part under the agreement to be performed. In such eventuality NAFED shall forfeit the Security deposit amount submitted by the supplier at the time of bidding without giving any written notice.
- 13.2. If the goods are not delivered within the contracted period of delivery or stipulated arrival period, the supplier shall be liable to pay to NAFED on demand without any question whatsoever, damages on account of extra expenditure, loss of revenue or loss of industrial production in India, Overseas countries and loss of other benefits to the NAFED. The quantum of such damages will be determined at the sole discretion of NAFED.

14. LIQUIDATED DAMAGES/ PENALTY:

- 14.1 Irrespective of clause 13 as above, NAFED reserve the right to levy penalty @ 0.50% plus GST of total value of balance cargo per day of delay beyond the scheduled delivery date as specified at clause 6 above and is subject to maximum penalty of 10% plus GST of the total Agreement value or amount equivalent to penalty levied by Buyer on NAFED/NCEL due to delay in supply, whichever is higher. Any such penalty shall be recovered from the bill amount & from the security deposit amount of the successful bidder.

15. RISK PURCHASE

- 15.1 If supplier fails to take required steps to ship rice within stipulated delivery schedule as per contractual terms, NAFED may at its sole discretion cancel the agreement and procure the undelivered quantities from the open market at the risks, costs and consequences of the Supplier and the supplier shall be liable and bound to bear the additional costs/damages/penalties so incurred by NAFED in this regard.

16. SATISFACTION CERTIFICATE:

- 16.1 Facilitation Agency shall coordinate agreement execution including issuing satisfaction certificates to NAFED upon successful completion of supplies.

17. TRANSFER OF RISK AND TITLE:

- 17.1 The title, risk and ownership of Rice shall pass from the Supplier to the Buyer as per INCOTERMS 2020. Provided that any loss or damage to the Rice caused due to reasons attributable to the Supplier shall be borne by the Supplier.

18. INSURANCE:

- 18.1 The Supplier shall, at its own cost, arrange, secure and maintain a comprehensive **Zero Deductible marine insurance policy** (Consignee/ LC issuing bank as beneficiary) for the value equivalent to 110% (one hundred and ten per cent) of the Agreement value for shipment of consignment as per contractual terms.

- 18.2 The Agreement Price is inclusive of all costs pertaining to the marine insurance up to the Destination Port on CIF (LO) basis and the same shall be arranged by the Supplier. Such insurance shall also cover war, strikes, riots and civil commotion risks.
- 18.3 The Supplier shall be responsible for all losses and damages during loading and transit of Rice and NAFED shall be fully indemnified against such losses and damages. In case of losses or damages, irrespective of whether the insurance claim is settled or not, the Supplier shall promptly replace the lost or damaged Rice free of cost and deliver the same to the Destination Port as per INCOTERMS 2020.
- 18.4 In the event of occurrence of an insured event, the Supplier shall do all that is necessary to be done to prefer a claim under the insurance policy procured by it and shall carry out repairs or replacement of the damage caused by the insured event.
- 18.5 Any insurance obtained by the Supplier shall be at least equal to, or better than the market standard for such insurance.

19. REPRESENTATIONS, WARRANTIES AND COVENANTS:

- 19.1 The Supplier represents and warrants that the scope of work performed by the Supplier shall be executed in accordance with the provisions of agreement and in conformity with the other terms of this Agreement and free from defects and deficiencies.
- 19.2 In the event of any breach of the representations and warranties set forth above for reasons attributable to the Supplier, NAFED shall have the right to reject such Rice and require replacements thereof or require the Supplier to rectify and correct all such errors, omissions, defects or deficiencies, such that the Rice comply with the requirements of the Agreement.
- 19.3 The Supplier's obligations, responsibilities, liabilities and warranties with respect to procuring the Rice correctly and in accordance with the Agreement and its warranties set forth above, shall not be reduced or affected by any supervision, superintendence, approval, inspection, test, direction, acceptance or payment, including, approvals and documents by NAFED and/or NAFED's Representative (or failure to supervise, superintend, approve, inspect, test, or give a direction, as the case may be).
- 19.4 The Supplier further represents, warrants and covenants to NAFED that:
- (a) it is duly organized, validly existing, and in good standing under the laws of the country or state in which it is organized or incorporated;
 - (b) it is duly qualified to do business in all jurisdictions and owns or possesses all Applicable Permits that are necessary to operate its business as is currently being conducted and perform its obligations under this Agreement, and that the copies of such Applicable Permits have been delivered to NAFED;
 - (c) it has full corporate and financial power and authority to execute, deliver and perform its obligations under this Agreement, and that the execution, delivery and performance of the Agreement by it has been duly authorised by all necessary corporate action on part of the Supplier;
 - (d) the execution, delivery and performance of this Agreement by it and the consummation of the transactions contemplated thereby do not and shall not contravene its certificate of incorporation or its by-laws and do not and shall not conflict with or result in: (i) a breach of or default under any indenture, agreement, judgment, decree, order or ruling of any court or Government Authority to which it is a party or by which any of its assets are bound that would have a material adverse effect on its ability to perform its obligations under the Agreement; or (ii) a breach of any Applicable Laws;

- (e) this Agreement constitutes legal, valid and binding obligations of the Supplier, which are enforceable against it in accordance with the terms of the Agreement;
- (f) the scope of work shall be performed with professionalism, promptness, diligence and due care, in a skilled, workmanlike and timely manner, in accordance with Good Industry Practice and the terms of this Agreement;
- (g) there are no legal, arbitration or any other proceedings by or before any Government Authority, now pending or threatened against it, its affiliate or any sub-contractor which, if adversely determined, could be expected to have adverse effects on its financial conditions, options, prospects or business or its ability to perform its obligations under the Agreement;
- (h) it has examined all aspects of the Agreement (including other terms and conditions of the Agreement) and the scope of work and has satisfied itself fully as to the sufficiency of consideration for performance and completion of all of its obligations under the Agreement;
- (i) it has the financial standing and capacity to undertake the supply and delivery of the Rice and remedy any defects therein in accordance with this Agreement;
- (j) the supplier shall be free and clear of any and all claims and encumbrances in entering into this Agreement, it is acting in its own capacity and not in the capacity as trustee of any trust or as agent on behalf of any entity;
- (k) neither Supplier nor any of their affiliates, and to the best of their knowledge, none of their or their affiliates' employees, officers, directors, representatives, or agents, has made, offered to make or agreed to make any loan, gift, donation, commission, kick-back, bribe or other payment or facility, directly or indirectly, whether in cash or in kind, to or for: (i) any government official, employee, representative or agent; (ii) any employee, officer, director, representative or agent of NAFED and its representatives; or (iii) any other person with respect to the negotiation, execution or performance of this Agreement; and
- (l) no representation or warranty made by it, as contained herein or in any other document furnished by it to NAFED or to any Government Authority in relation to Applicable Permits or the Agreement, contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

20. INDEMNITY:

20.1 The Supplier shall defend, indemnify and hold NAFED harmless from and against any and all losses arising directly or indirectly from or incurred by reason of:

- (a) the acts or omissions of the Supplier, its affiliates, or any of its respective personnel during the performance of the Supplier's obligations under this Agreement, including any such losses arising from injury to or death of any person or damage to or loss of property;
- (b) any failure of the Supplier, its affiliates, or any of its respective personnel to: (i) pay any Taxes relating to income or any other Taxes required to be paid by such person; or (ii) make any payments in respect of Taxes which are to be paid by such person in connection with the performance of its obligations relating to this Agreement;
- (c) any breach of the Agreement resulting from the acts or omissions of the Supplier, its affiliates, or any of its respective personnel during the performance of the Supplier's obligations under this Agreement;

- (d) non-compliance with Applicable Laws by the Supplier, its affiliates, or any of its respective personnel; and
- (e) any breach of representations, warranties or covenants given by the Supplier, its affiliates, or any of its respective personnel under or in relation to this Agreement.

20.2 The obligation to indemnify stipulated in this Clause is a continuing, separate and independent obligation of the Supplier and shall not be limited or reduced by any insurance, except to the extent that the proceeds of any such insurance are capable of being applied towards reduction of claims made against NAFED..

21. LIMITATION OF LIABILITY:

21.1 The aggregate liability of the Supplier, arising out of or in connection with the scope of work or this Agreement, shall not exceed 100% (one hundred percent) of the Agreement Price.

21.2 Provided that no such limit set out in agreement shall apply in respect of the Supplier's liability for:

- (a) losses resulting from any fraud, wilful misconduct or illegal or unlawful acts or omissions of the Supplier or any of its personnel;
- (b) liquidated damages payable by the Supplier under this Agreement;
- (c) any amount which is recovered or recoverable under a policy of insurance effected under this Agreement or which would have been recoverable had the Supplier effected insurance in accordance with the terms of this Agreement; and
- (d) Costs and expenses incurred with respect to rectification of any defect in the Rice.

22. FORCE MAJEURE:

22.1 If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions , pandemics, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

22.2 If operation of such circumstances exceed thirty days either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages except in case damages claimed by foreign buyer from NAFED.

22.3 The party which is unable to fulfil its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate/guidelines/directions, etc. issued by the competent authority connected with the case in India shall be sufficient proof of the existence of the above circumstances and their duration. Non- availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.

23. INTEGRITY PACT:

- 23.1 Supplier will be required to execute the Integrity Pact, which is available on the website of NAFED. It will be assumed that supplier has gone through the Integrity Pact and have no objections whatsoever in signing the contract.

24. PREVENTION OF FRAUD AND CORRUPTION

- (i) The Supplier shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Supplier agree and undertake to observe the principles/ provisions as laid down in "Holiday Listing Policy" of NAFED during their participation in the tender process, during the execution of contract and in any other transaction with NAFED.
- (ii) The Supplier shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED's employees 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 agreement.
- (iii) The Supplier shall not enter with other supplier into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- (iv) The Supplier shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Supplier will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- (v) The Supplier shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (vi) The Supplier if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

- 25. EFFECTIVENESS:** This agreement shall come into force with immediate effect from the date of signing by the parties hereto shall remain valid until the receipt of full & final payment of referred supplies are credited in the account of NAFED.

26. TERMINATION:

26.1 Termination due to Supplier's Default:

- (a) NAFED may, without prejudice to any other rights or remedies it may possess, terminate this Agreement forthwith and with no compensation, by giving a notice of termination, if the Supplier:
 - (i) becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
 - (ii) assigns or transfers the Agreement or any right or interest therein, except as provided under the Agreement;
 - (iii) in the judgment of NAFED, has engaged in corrupt or fraudulent practices in competing for or in execution of this Agreement; or
 - (iv) delays performance of any obligation under this Agreement, resulting in the maximum ceiling of the liquidated damages as stipulated in the Agreement being reached.

- (b) NAFED may, without prejudice to any other rights or remedies it may possess, terminate this Agreement by giving the Supplier a termination notice of seven (07) days, with no compensation to the Supplier, if the Supplier:
 - (i) abandons or repudiates the Agreement;
 - (ii) fails to commence work on the scope of work promptly;
 - (iii) fails to execute the Agreement in accordance with the terms and conditions therein, or neglects to carry out its obligations under the Agreement; or
 - (iv) refuses or is unable to provide sufficient materials, services or labour to execute and complete the supply of the Rice in a manner specified in this Agreement at such rates of progress that give assurance to NAFED that the Supplier can complete delivery in accordance with the Delivery Schedule or perform the scope of work in accordance with the timelines provided by NAFED, and the Supplier fails to remedy, or to take steps to remedy, such default within 7 days of its receipt of a notice from NAFED, requiring the Supplier to cure such default.
- (c) Upon receipt of the notice of termination under Clause 26.1(a) or 26.1(b), as the case may be, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:
 - (i) cease all further work, except for such work as NAFED may specify in the notice of termination for the sole purpose of protecting that part of supply of the Rice already executed;
 - (ii) deliver to NAFED all specifications and all documents prepared in connection with the scope of work by the Supplier, as on the date of termination.

26.2 Termination for NAFED's Convenience:

- (a) NAFED may, at any time, terminate this Agreement for any reason whatsoever, by giving the Supplier and Facilitation Agency, a 7 days' notice of termination.
- (b) Upon receipt of the notice of termination under Clause 26.1(a), the Supplier shall take all measures as specified in Clause 26.1(c).
- (c) In the event of termination of the Agreement under Clause 26.2, NAFED shall pay to the Supplier the Agreement Price properly attributable to supply of the Rice as on the date of termination.

27. TRANSACTION MONITORING AND MANAGEMENT:

- 27.1 The Supplier acknowledges that NAFED/Facilitation Agency will monitor the implementation of this Agreement and therefore the Supplier shall be required to submit all relevant documents/information as may be required by the NAFED/Facilitation Agency in order to enable the NAFED/ Facilitation Agency to monitor the implementation of this Agreement.
- 27.2 The Supplier shall provide regular updates in relation to the export of Rice to the NAFED/ Facilitation Agency, as may be required by them to assess the Supplier's performance. In the event a Supplier fails to fulfil its obligations under this Agreement, NAFED may procure the quantity of Rice allotted to such Supplier from an alternate entity to ensure uninterrupted supply of Rice in relation to the export of Rice, which shall be at the risk and cost of the Supplier.

28. SUBCONTRACTING:

The Supplier shall not subcontract the supply of Rice under this Agreement or any part thereof

to any other supplier or exporter. Any such act of subcontracting shall be construed as misconduct on the part of the Supplier and shall be a material breach of this Agreement and shall entail all legal consequences without proof of actual loss to NAFED or the Facilitation Agency.

29. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION:

- 29.1 This Agreement shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- 29.2 If any dispute, controversy or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity or termination arising out of or in connection with this agreement, the Parties shall use all reasonable endeavours to resolve the matter amicably. If one Party gives another Party notice that a Dispute has arisen, and the Parties are unable to resolve the Dispute within thirty (30) Working Days of service of the notice then the Dispute shall be referred to the senior executive officers of each of the Parties who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other Party under this agreement until thirty (30) Working Days after such referral to a senior executive officer.
- 29.3 All Disputes, which are unresolved pursuant to the preceding clause and which a Party wishes to have resolved, shall be referred upon the application of any Party to and finally settled in accordance with the provisions of the Arbitration and Conciliation Act 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force on the date of this agreement.
- 29.4 The seat and venue of the arbitration shall be Delhi/New Delhi. The language of this arbitration shall be English. The courts in Delhi shall have exclusive jurisdiction.
- 29.5 The arbitrators shall have the power to grant any legal or equitable remedy or relief available under Law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.
- 29.6 Any award of the arbitrator or arbitral tribunal, as the case may be, pursuant to this arbitration clauses shall be in writing and shall be final, conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the higher courts having jurisdiction.
- 29.7 During the course of any arbitration under this clause except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.
- 29.8 Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the IREF in the courts having jurisdiction over the parties.

30. AMENDMENT:

No modification of the terms of this Agreement shall be effective unless it is in writing, is dated, expressly refers to this Agreement and is agreed to and signed by duly authorised representatives of the Parties.

31. LANGUAGE:

All documents, writing and notices pertaining to and submitted in terms of the Agreement and provided by one Party to the other shall be in the English language. If any writing or document, including any document issued or certified by any person, is not in English, then it shall be translated into English and notarised, by the Party in possession of such writing and the English version of such writing shall govern and prevail.

32. SEVERABILITY:

If any provision or condition of the Agreement is prohibited, rendered invalid or becomes unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement. The Parties shall then use all reasonable endeavours to replace the illegal, invalid or unenforceable provisions by a legal, valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

33. CONFLICTS OF INTEREST:

The Parties shall exercise reasonable care and diligence to prevent any actions or situations which could result in a conflict with the best interests of the other Party. The Parties shall not offer, give, solicit or accept an advantage or excessive entertainment to or from any of the employees or agents of the other Party and other business associates. Any Party who becomes aware of any violations of this Clause shall immediately notify the other Party in writing.

34. FURTHER ASSURANCE:

Each Party shall do, sign, execute, deliver and procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them to carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

35. WAIVER:

Any waiver of a Party's rights, powers or remedies under this Agreement shall be in writing, dated and signed by such Party or its authorized representative granting such waiver. A Party granting such waiver shall specify the right and the extent to which it is being waived.

36. EXECUTION:

This agreement has been approved by the Competent Authority of NAFED vide approval dated in the file no.and same is being executed for and on behalf of NAFED through its who has duly been authorised by the Competent Authority of NAFED vide authorization letter dated which is enclosed herewith as Annexure "A". This agreement is being signed on behalf of Supplier through its, S/o who has duly been authorized by its Competent Authority vide Board resolution/Authorization letter dated which is annexed herewith as annexure "B". This agreement is being signed on behalf of Facilitation Agency through its, S/o..... who has duly been authorized by its Competent Authority vide Board resolution/Authorization letter dated which is annexed herewith as annexure "C".

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

National Agricultural Cooperative Marketing Federation of India:

By: _____

Name:

Title:

Facilitation Agency:

Indian Rice Exporter's Federation

By: _____

Name:

Title:

Supplier:

[•]

By: _____

Name:

Title:

Witness:

Witness:

Witness:

INTEGRITY PACT

(on the non judicial stamp paper of Rs.100/- or on the letterhead of the company / firm)

Between

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Buyer House, Siddhartha Enclave, Ashram Chowk, New Delhi-110034, hereinafter referred to as “NAFED”,

and

_____, a limited/Private/Partnership/Proprietorship/Cooperative society registered under the provisions of Companies Act of 1956 and/or 2013/ Partnership Act, 1932, having its Regd. Office at _____ through its (Designation), (Name) , resident of _____ duly authorized (hereinafter referred to as “SELLER ”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

Preamble

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

NAFED has invited e-Tender number 007 Dt. 28/03/2024 for Export of 40,000 MT of 100% broken Non-Basmati White Rice to Senegal upto Dakar Port seaport on CIF (LO) basis and intends to award contract/s for purchase of the same under laid down organizational procedures, NAFED values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders/contractors.

In order to achieve these goals, NAFED has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of NAFED

1. NAFED commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of NAFED, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

NAFED will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. NAFED will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s)

confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

NAFED will exclude from the process all known prejudiced persons.

2. If NAFED obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, NAFED will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

Section 2 – Commitments of the Bidder/Contractor

1. The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of NAFED's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- a. The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - b. The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by NAFED as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - c. The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
 - d. The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future tenders/contracts

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

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, NAFED shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for a duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

If NAFED disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, NAFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.

If NAFED terminates the contract according to Section 3, or if NAFED is entitled to terminate the contract according to Section 3, NAFED shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender along with damages recovered by foreign buyer from NAFED.

Section 5 – Previous transgression

The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to NAFED before signing of the contract, if awarded in its favour.

NAFED will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. NAFED will disqualify from the tender process any bidder/contractor who does not sign this Pact with NAFED or violates its provisions.

Section 7 – Criminal charges against Bidder(s)/Contractor(s) /Subcontractor(s)

If NAFED obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if NAFED has substantive suspicion in this regard, NAFED will inform the same to its Chief Vigilance Officer.

Section 8 – Independent External Monitor /Monitors

NAFED has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, NAFED.

Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Bidder/ Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of NAFED and the Bidder/Contractor/Subcontractor with confidentiality.

NAFED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between NAFED and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NAFED and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the MD, NAFED within 8 to 10 weeks from the date of reference or intimation to him by NAFED and should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the MD NAFED a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.

The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded.'

If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD, NAFED.

Section 10 – Other provisions

This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of NAFED. i.e. New Delhi.

Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

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

(For & On behalf of NAFED)

(For & on behalf of the Supplier)

(Office Seal)

(Office Seal)