



AGRICULTURE MARKETING & PROCESSING FEDERATION LTD.

2. Floor, NCUI Campus, 3, Siri Institution Area, August Kranti Marg,
Hauz Khas, New Delhi - 110 016
Website: [www. agrifedindia.com](http://www.agrifedindia.com)
Email: info@agrifedindia.com

INSTITUTIONAL SUPPLY DIVISION

EOI NO: AGRIFED/HO/IS/EOI EMPANELMENT/FLOUR/140/20-

23/1DATED: 02.02.2023

**EXPRESSION OF INTEREST FROM CHAKKI/FLOUR MILLERS FOR
EMPANLEMENT WITH AGRIFED FOR MILLING AND SUPPLY OF ATTA TO
AGRIFED SPECIFIED DELIVERY POINTS**

As per directives of the Government of India, AGRIFED is undertaking supply of Atta to open market and various States under different welfare schemes. For this purpose, AGRIFED intends to empanel Chakki/Flour millers across India, meeting minimum criteria, for milling and supply of Atta on behalf of AGRIFED to specified delivery points.

The application form and other terms & conditions may be downloaded by the interested parties from AGRIFED website [www. agrifedindia.com](http://www.agrifedindia.com). AGRIFED reserves its right to accept or reject any or all the applications.

1. Intending millers shall submit application in the prescribed format (duly filled in) along with supporting documents to concerned Branch Office of AGRIFED.
2. The millers shall be required to send the original application in physical form to the above address.
3. The miller applicant shall have to deposit a non-refundable fee of Rs.25,000/- (Rs. Twenty Five Thousand only) plus GST @ 18% i.e. Total Rs.29,500/- towards empanelment processing fee in the designated account number provided by the concerned Office.
4. AGRIFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges AGRIFED to proceed with all or any part of tender process. The EOI is not the subject of any process of contract or any contractual obligations between AGRIFED and prospective Miller.

Agriculture Marketing & Processing Federation Limited (AGRIFED), is an apex organization of marketing cooperatives in India.

As per directives of the Government of India, AGRIFED is undertaking supply of Atta to open market at MRP not exceeding Rs. 29.50/- per Kg. or may be decided by Government of India.

For this, AGRIFED invites application to empanel Chakki/Flour millers/ meeting minimum eligibility in wheat processing. AGRIFED shall invite quotes from empanelled millers to outsource milling activities on regular basis. AGRIFED may also engage a private service provider to facilitate bidding process through online platform. In such a case, the empanelled millers will be required to register on the portal to participate in the bidding process. The bidding process shall be based on auction or reverse auction or fixed cost or any other policy based on the nature of order.

B. Scope of Work:

a. Wheat Milling and Delivery

- i. Miller has to lift stock from the warehouse where stock is lying and transport it to their Mill/Plant (this would include handling, transportation, transit insurance, loading/unloading etc.)
- ii. Conversion of whole Wheat into Atta meeting the quality specifications prescribed by AGRIFED for the said milled Atta.
- iii. To ensure packaging of processed Atta as prescribed by AGRIFED or as per specification of buyer.
- iv. To ensure delivery of packaged Atta to the AGRIFED specified delivery points within the stipulated time frame without tampering the stock.
- v. To obtain the delivery receipt of the stocks from the buyer (nominated by AGRIFED) and submit the same back to AGRIFED
- vi. The miller will be obligated to keep AGRIFED updated of all the activities including lifting of stocks from warehouse, assaying, lot wise completion of milling, packaging and delivery to buyer on the e-portal.

C. Minimum Eligibility Criteria

- a. Interested Miller shall be in possession of Chakki/Flour mill through ownership/ registered lease with a valid license and agreement. The residual lease period should be for a minimum 12 months period from date of empanelment.
- b. For processing of whole wheat, the interested miller may employ its own or through registered lease, multiple units provided its each unit has a minimum capacity of 50 MT per day for which Miller must provide details of each milling unit as per the format attached.

- c. The milling unit should have atleast 12 chakkis installed.
- d. Interested Miller should have experience of at least 3 years in successfully running chakki/flour mill from the date of application.
- e. The interested miller should have average annual turnover of Rs 10 crores during last three preceding year and also have positive net worth as on date of application. For the purpose certified copies of the audited balance sheet of last three years should be provided.
- f. Interested Miller may either be a sole proprietorship firm/ Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time) or a Company (registered under the relevant provisions of Companies Act of 1956 or 2013) or LLP (duly registered under the Limited Liability Partnership Act,2008) or Cooperative registered under Multistate Cooperative Act,2002.
- g. Interested Miller must have following registrations and certifications and shall provide a self-attested copies of all the certificates with the application:
 - a. FSSAI registration
 - b. GST registration
 - c. PAN Card
 - d. PF&ESI registration
- h. The miller must possess all required statutory permissions from concerned State/ Central Government authorities to undertake milling activities and storage unit.
- i. The interested miller shouldn't have been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- j. The interested miller should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as milling service provider to AGRIFED
- k. The interested miller should not have been prosecuted for violation of rules / laws under the Essential Commodities Act or any such other laws or orders thereunder in any court of law.

D. Signing of applications

- a. Person(s) signing the application shall state in what legal capacity he /she/ they is/are signing the bids.
 - i. In case of Partnership firm/LLP, the application must be signed by at the authorized partner. The self-attested copy of the partnership deed/LLP agreement be furnished along with the Bid.
 - ii. In case of company/cooperative, the names of all the Directors shall be mentioned and a self-attested copy of the Resolution passed by the

Board of Directors of the Company authorizing the person signing the application to do so on behalf of the Company shall be attached with the application along with self-attested copy of the Memorandum & Articles of Association of the Company, certificate of incorporation, bye laws etc.

E. Evaluation of applications

Duly constituted committee of AGRIFED shall evaluate details submitted by the interested millers and examine the documents provided vis-a-viz requirements specified in the EOI document. AGRIFED reserves its right to accept or reject any or all the applications and/or ask for any additional and/or missing documents from the interested miller(s).

The selected miller(s) will be informed regarding acceptance of their application(s) and shall be further advised for registration on specified electronic portal for participation in bidding process and signing of an empanelment agreement with AGRIFED as per format annexed as Annexure 3

Application Letter

To,
Managing Director,
AGRIFED

Ref. EOI vide no. _____

Dear Sir,

I/We have thoroughly examined and understood all the terms and conditions as contained in the EOI and agree to abide it.

I/We hereby offer to mill whole wheat and deliver Atta (as directed and specified by AGRIFED).

Yours faithfully,

Authorized Signatory

Registration Form**1. Demographics**

Name of Interested miller	
Firm type (Sole Prop/ Partnership/ Company/ Cooperative/LLP)	
Registered office	
Name of proprietor/partner/director	
GST	
PAN	

2. Plant wise details

Production unit details		Plant 1	Plant 2	Plant 3
	Location			
	District			
	State			
	Pin Code			
	Capacity in TPD			
	Commodities processed			
	Commercial Operation Date			
	Contact person			
	Telephone			
	Email ID			
	FSSAI registration No.			
	FSSAI Valid till			

4. Declaration

Self-declaration for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India	
Self-declaration for not been involved in any major litigation that may have an impact of affecting or compromising the delivery of services as milling service provider to AGRIFED	

Self-declaration for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.	
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5. Supporting documents to be enclosed

Last three years attested audited Balance sheet	
Self-attested IT return for latest financial year	
Latest quarterly GST return	
PAN Card copy	
Factory license for processing & stocking of Atta unit	
FSSAI license for milling unit	
Capacity proof of milling unit	
Proof of experience of atleast 3 years in running chakki/flour mill	
Address proof of the milling unit (electricity bill, etc.)	
Valid lease agreement in case of leased mill or exemption certificate	
<p>The address proof of the authorized signatory, namely, Telephone bill/ copy of pass port / electricity bill/ voter ID proof should be submitted along with the application.</p> <p>The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.</p>	

Date:

Place:

Annexure 3**EMPANELMENT AGREEMENT**

This Service Agreement is entered on this day of _____

BETWEEN

AGRICULTURE MARKETING & PROCESSING FEDERATION LTD.

having its head office at 2. Floor, NCUI Campus, 3, Siri Institution Area, August Kranti Marg, Hauz Khas, New Delhi - 110 016, (hereinafter referred to as “**AGRIFED**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) the party of the first part.

AND

_____, a _____ limited company incorporated under the provisions of the Companies Act, 1956, or a cooperative registered under Multistate cooperative Act and engaged in business of Attamanufacturing in India, having its registered office at _____ (hereinafter referred to as “**Miller**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns or any of its subsidiaries through which it may undertake the services), The party of the second part.

Whereas:

1. Agriculture Marketing & Processing Federation limited (AGRIFED) is an apex organization of marketing cooperatives in India.
2. For this purpose, AGRIFED had invited EOI to empanel multiple millers across India to sub-contract milling activity of wheat in possession of Government and supply of Atta to its various Government Institutional buyers or open market.
3. Miller has submitted its details in the format prescribed by AGRIFED along with various supporting and has been shortlisted by AGRIFED for empanelment and participation in bidding of milling contracts AGRIFED may post in future.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

Interpretations

- a. The headings in the Agreement are inserted for convenience only and shall be ignored in construing the Agreement.
- b. Unless the context otherwise requires, words (including words defined herein) denoting the singular number shall also include the plural number and vice versa, and words denoting any gender shall include any other gender.
- c. All references to any document or agreement are to be construed as references to such document or agreement as amended, varied, modified or supplemented from time to time and any document or agreement in addition to or in substitution thereof.

Empanelment of miller

AGRIFED acknowledges that, it has received the application from miller in prescribed format along with all supporting. AGRIFED has completely scrutinized the documents and declares miller to meet the required eligibility conditions specified by AGRIFED in the EOI document.

AGRIFED hereby undertakes and agrees to empanel the miller and allow the miller to participate in bidding of milling contracts AGRIFED may post in future.

Scope of Services of miller

a. Wheat Milling and Delivery

- i. Miller has to lift stock from the warehouse where stock is lying and transport it to their Mill/Plant (this would include handling, transportation, transit insurance, loading/unloading etc.)
- ii. Conversion of whole wheat into Atta meeting the quality specifications prescribed by AGRIFED for the said milled wheat
- iii. To ensure delivery of packaged Atta to the AGRIFED specified delivery points within the stipulated time frame without tampering the stock.
- iv. To obtain the delivery receipt of the stocks from the buyer (nominated by AGRIFED) and submit the same back to AGRIFED. The miller will be obligated to keep AGRIFED updated of all the activities including lifting of stocks from warehouse, assaying, lot wise completion of milling, packaging and delivery to buyer on the e-portal.

Consideration and Payment Terms

It is hereby agreed and accepted between the parties that, AGRIFED shall pay to the Miller and the Miller shall be entitled to receive from AGRIFED for the milling activity performed by miller under various contracts a service charge as per terms and conditions of the auction contracts awarded to the miller.

Completeness of the contract

The contract between selected miller and AGRIFED shall be deemed as complete only if

- a. The miller completes the supply of contract processed quantity of Atta, as per the required quality specifications and within the stipulated time lines to the AGRIFED/ AGRIFED buyer, or
- b. In the event of any variation in delivery time and/or quality and/or quantity of the supplied Atta to AGRIFED/ AGRIFED buyers, the dispute between the miller and AGRIFED/ AGRIFED buyer is settled (either amicably or through legal proceedings), or
- c. In the event the miller is not able to supply the Atta to AGRIFED/ AGRIFED buyer for any reason attributed to the miller, the cost of the order is recovered from miller by revoking its bank guarantee submitted before lifting of stocks and blacklisting miller from further participation in future contracts.

Representation and Warranties of AGRIFED

AGRIFED makes the representations and warranties set out in this Clause to the Miller on the date of this Agreement.

1. Status

It is an entity, duly incorporated and validly existing under the law of its jurisdiction and incorporation.

2. Binding obligations

The obligations expressed to be assumed by it under the Agreement including the supply of Atta are legal, valid, binding and enforceable obligations.

3. Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Agreement including the Pledge do not and will not conflict with any law or regulation applicable to it or any agreement or instrument binding upon it or any of its assets.

4. Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the Agreement and the transactions contemplated by the Agreement.

5. Validity and admissibility in evidence

All authorizations required or desirable:

- a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Agreement; and
- b) to make the Agreement admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

Representation and Warranties of Miller

Miller makes the representations and warranties set out in this Clause to AGRIFED on the date of this Agreement.

1. Status

It is Company, duly incorporated and validly existing under the law of its

jurisdiction and incorporation and registered under the relevant provisions of Companies Act of 1956 or 2013.

2. Technical and Financial Capacity

It satisfies with and complies with and undertakes to comply at all times during the currency of this Agreement, with the Minimum Eligibility Criteria with respect to Financial and Technical Capacity as mentioned in the Tender document.

3. Binding obligations

The obligations expressed to be assumed by it under the Agreement including the Services are legal, valid, binding and enforceable obligations.

4. Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Agreement including the Pledge do not and will not conflict with any law or regulation applicable to it or any agreement or instrument binding upon it or any of its assets.

5. Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the Agreement and the transactions contemplated by the Agreement.

6. Validity and admissibility in evidence

All authorizations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Agreement; and
- (b) to make the Agreement admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

Indemnity

The miller shall indemnify AGRIFED 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 miller in respect of the services provided etc., whatsoever.

Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

Resolution of Disputes

AGRIFED and the miller shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, AGRIFED and the miller have been unable to resolve the disputes amicably; such disputes will be adjudicated and resolved in a Court of law of competent jurisdiction. This Contract shall be governed by the Laws of India for the time being in force.

Severability

If any provision of this Agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

Governing Laws

This Agreement will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both the

Parties agree to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this tender process may be brought in a court at New Delhi.

Integrity pact

The miller agrees to enter into an Integrity Pact as per Annexure 4.

Holiday Listing

AGRIFED's policy for Holiday-Listing, which is available on the website of AGRIFED must be acceptable to the bidders. Notwithstanding anything contained in this Agreement, AGRIFED'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, AGRIFED 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.

Applicable Law Jurisdiction and Dispute Resolution:

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 Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

a. All or any disputes arising out or touching upon or in relation to the terms of this

Agreement and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/ modifications thereof for the time being in force r/w relevant provisions of Multi State Co-operative Societies Act of 2002. The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

- b. Nothing contained in this clause shall prevent the AGRIFED from seeking interiminjunctive relief against the Miller in the courts having jurisdiction over the parties.

EXECUTION:

This agreement has been approved by the Competent Authority of AGRIFED vide approval dated _____in the file no _____and on behalf of AGRIFED through the _____who has duly been authorized by the Managing Director of AGRIFED vide authorization letter dated _____ which is enclosed herewith as Annexure This agreement is being signed on behalf of _____through its Director/Partner/Proprietor _____S/o _____who has duly been authorized by the Board of Directors of the Company vide Board resolution/partnership firm/proprietorship firm dated _____which is annexed herewith as annexure _____

In witness whereof, we, the parties hereto, have set and subscribed their respective hands and seals on this Agreement on the day, month, year first as mentioned in the presence of the following witnesses as the intention is to carry the obligations under the agreement.

For and on behalf of	For and on behalf of "Miller"
Signature	Signature
Name & designation:	Name & designation:
Witness:	Witness:
1.	1.
2.	2.

Annexure 4

This non-judicial stamp paper forms an integral part of **INTEGRITY PACT** Agreement dated _____ executed between AGRIFED and M/s _____ for supply of _____

INTEGRITY PACT

Between

Agriculture Marketing & Processing Federation limited. (AGRIFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at 2. Floor, NCUI Campus, 3, Siri Institution Area, August Kranti Marg, Hauz Khas, New Delhi - 110 016, hereinafter referred to as "AGRIFED", 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 first part.

And

M/s _____ a company registered under the provisions of [Companies Act of 1956 or 2013] or a sole proprietorship / partnership firm having its Regd Office at _____, through its duly authorized Sh. _____ (hereinafter referred to as "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.

Preamble

AGRIFED is an apex organization of marketing cooperatives in India.

AGRIFED had engaged supplier for supply of _____ as per the agreement/award letter dated _____ executed between AGRIFED and the supplier under laid down organizational procedures, AGRIFED 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 supplier.

In order to achieve these goals, AGRIFED 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 AGRIFED

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

(a) No employee of AGRIFED, 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.

(b) AGRIFED will exclude from the process all known prejudiced persons.

2. If AGRIFED 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, AGRIFED will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

Section 2 – Commitments of the Supplier

1. Supplier 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.

(a) Supplier, directly or through any other person or firm, offer, promise or give to any of AGRIFED'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.

(b) Supplier 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.

(c) Supplier 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 AGRIFED as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) Supplier of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Supplier 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.

(e) Supplier 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.

(f) Supplier 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 Supplier, 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, AGRIFED shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If Supplier 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, AGRIFED 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 AGRIFED disqualifies the Supplier from the supply process, AGRIFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the MoA executed between AGRIFED and supplier.

If AGRIFED terminates the contract according to Section 3, or if AGRIFED is entitled to terminate the contract according to Section 3, AGRIFED shall be entitled to demand and recover from the Supplier liquidated damages as per MoA or the amount equivalent to Performance Bank Guarantee stipulated in the MoA executed between AGRIFED and Supplier.

Section 5 – Previous transgression

The Supplier 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 Supplier makes incorrect statement on this subject, it may lead to disqualification from the supply process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Supplier

Supplier undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to AGRIFED before signing of the contract, if awarded in its favour. AGRIFED will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. AGRIFED will disqualify from the tender process any bidder/contractor who does

not sign this Pact with AGRIFED or violates its provisions. Section 7 – Criminal charges against Supplier

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

Section 8 – Independent External Monitor /Monitors

AGRIFED 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 MD, AGRIFED.

Supplier accepts that the Monitor has the right to access, without restriction, all project documentation of AGRIFED including that provided by the Supplier . The Supplier 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 AGRIFED and the Bidder/Contractor/Subcontractor with confidentiality. AGRIFED 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 AGRIFED 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 AGRIFED 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, AGRIFED within 8 to 10 weeks from the date of reference or intimation to him by AGRIFED and should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the MD AGRIFED a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD AGRIFED 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, AGRIFED.

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 AGRIFED. 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 supplier 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 AGRIFED)

(Office Seal)

(For & on behalf of supplier)

(Office Seal)

Annexure-5

Location	Address	Contact Details
Delhi	2. Floor, NCUI Campus, 3, Siri Institution Area, August Kranti Marg, Hauz Khas, New Delhi-11001 016	Contact No. : 0172-2913891 Mob: 9878570044

Bank Account Details:-

Name: AGRIFED

Bank : HDFC Bank

A/c : 50200074888792

Ifsc : Hdfc0000035

