



**NATIONAL COOPERATIVE EXPORTS LTD.**

Head Off: 8<sup>th</sup> Floor, Tower I,  
World Trade Centre, Nauroji Nagar,  
New Delhi-110 029,  
Phone: +91 85956 34549  
Website: www.ncel.coop

**NCEL INVITES EXPRESSION OF INTEREST**  
**FROM**  
**MILLERS / PROCESSORS FOR EMPANELMENT WITH NCEL FOR PROCESSING AND**  
**SUPPLY OF RICE TO NCEL's SPECIFIED DELIVERY POINTS**

**EOI No.: - RI001001**

**Date :- 04.11.2024**

Business Division, NCEL,  
8<sup>th</sup> Floor, Tower I,  
World Trade Centre, Nauroji Nagar,  
New Delhi-110 029, (India)  
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National Cooperative Exports Ltd. (NCEL), 8<sup>th</sup> Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi-110029 invites Expression of Interest (EOI) from Millers / Processors for empanelment with NCEL for processing and supply of rice to NCEL's Specified Delivery Points. NCEL, with a view to process, grade and supply rice to open market and across the World has intended to empanel millers/processors. Interested parties can submit their application along with copies of all required documents/profile etc. in the online portal deployed by NCEL, Head Office on or before the last date and time prescribed in this EOI.

Business Division, NCEL,

8<sup>th</sup> Floor, Tower I, World Trade Centre,

Nauroji Nagar, New Delhi -110029 (India)

E-Mail: [manish.kumar@ncel.coop](mailto:manish.kumar@ncel.coop)

[divyansh.m@ncel.coop](mailto:divyansh.m@ncel.coop)

**NOTICE OF DISCLAIMER**

1. The information contained in this EOI document or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Cooperative Exports Ltd. (NCEL) or any of its employees or officers (referred to as “NCEL Representative”) is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
2. No part of this EOI and no part of any subsequent correspondence by NCEL, or NCEL Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. The EOI document has been prepared solely to assist prospective Applicants in making their decision for Applicants. NCEL does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit an EOI. The data and any other information wherever provided in this EOI documents is only indicative and neither NCEL, nor NCEL Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to an Applicant(s), 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 EOI documents.
4. Neither NCEL nor NCEL representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI document. Interested Applicant(s) is 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 EOI process in relation to the supply. Applicants have to undertake their own studies and provide their EOIs.
5. This EOI document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the supply in relation to which it is being issued.
6. The information and statements made in this EOI document have been made in good faith. Interested Applicants should rely on their own judgments in participating in this EOI process. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any acts or omission on part of the aforesaid, whether negligent or otherwise.
7. The EOI document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

NCEL makes no representation or warranty and shall incur no liability under any laws, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.

8. NCEL reserves the right to reject all or any of the EOIs submitted in response to this EOI invitation at any stage without assigning any reasons whatsoever.
9. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NCEL may, at its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Applicants will have no claim whatsoever against neither NCEL nor its employees, officers.
10. NCEL reserves the right to rescind, modify, suspend, change or supplement this EOI at any stage. Any change to this EOI documents shall be uploaded on NCEL website <http://ncel.coop>.
11. Mere submission of an EOI does not ensure selection/empanelment of the Applicant.

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**INTRODUCTION AND GENERAL TERMS & CONDITIONS**

1. NCEL is a multi-state cooperative, established as an umbrella organization for export activities of cooperatives under the Ministry of Cooperation. For this purpose, NCEL intends to empanel Rice Millers / Processors across India, meeting minimum criteria, for milling/processing and supply of Rice on behalf of NCEL to specified delivery points. The following instructions shall also be followed by the Applicants:
  - i. The application (as per Annexure- 1) and other terms and conditions may be downloaded by the interested parties from the NCEL website [www.ncel.coop](http://www.ncel.coop).
  - ii. Intending Millers / Processors shall submit online applications by mail to [manish.kumar@ncel.coop](mailto:manish.kumar@ncel.coop) & [divyansh.m@ncel.coop](mailto:divyansh.m@ncel.coop) for this purpose in the prescribed format (duly filled in) along with supporting documents as prescribed in this EOI.
  - iii. The Intending Millers must submit the Registration form (As per Annexure-2) with all the relevant information, declarations and supporting documents as prescribed under the Registration form.
  - iv. The Miller /Processor applicant shall have to deposit a non-refundable fee of Rs.1,000/- (Rs. One Thousand only) plus GST @ 18% i.e. Total of Rs.1,180/- towards the empanelment processing fee in the designated account details given below or through the portal using a payment gateway:

Beneficiary Name	National Co Operative Exports Limited
Name of Bank	Punjab National Bank
Address	Community Centre, Janakpuri, New Delhi-110058
Account Number	1503002100106386
IFSC Code	PUNB0150300

- v. NCEL 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 oblige NCEL to proceed with all or any part of the tender process. The EOI is not the subject of any process of contract or any contractual obligations between NCEL and prospective Miller/Processor.

## **2. Background**

- i. National Cooperative Exports Limited (NCEL), is an apex organization of marketing cooperatives in India.
- ii. NCEL is undertaking exports of Rice to open market.
- iii. For this, NCEL invites applications to empanel Rice Millers / Processors meeting minimum eligibility criteria.

## **3. Scope of Work: Paddy Milling/Processing and Delivery**

- i. Miller / Processor will be awarded stock of paddy/rice by NCEL, keeping in mind, location/capacities of miller / processor and performance from prior allocations, if any.
- ii. Storage of Paddy/Rice safely in respective warehouse for agreed upon period between NCEL and Miller/Processor if required by NCEL.
- iii. Miller/Processor 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.) Miller/processor shall preserve the paddy/rice stocks received from the NCEL separately in their registered mill premises and maintain separate account.
- iv. All incidentals from the receipt of stocks i.e. unloading charges, insurance, tarpaulin, ropes, dunnage material, prophylactic and curative treatment expenditure etc. and completion of custom milling have to be borne by the mill.
- v. Grading and processing/sorting of rice meeting the generic quality specifications prescribed by NCEL for the said Rice. The actual quality specifications will be provided by NCEL, at the time of lifting of the paddy/rice lot by the miller / processor, from the NCEL warehouse, based on the variety and quality of unprocessed paddy/rice lot. Both the parties have to sign the out turn quality agreement / annexure / amendment, at the time of lifting of the paddy/rice stock from NCEL warehouse. (As per Annexure - 3)
- vi. To ensure the packaging of processed Rice as prescribed by NCEL or as per the specification of buyers.
- vii. To ensure delivery of packaged Rice to the NCEL specified delivery points within the stipulated time frame without tampering with the stock.
- viii. To obtain the delivery GST Invoice receipt of the stocks from the buyers as well as the invoices of printing of packing material for the same quantity of stock and submit the same back to NCEL.

- ix. The Miller/Processor will be required to provide all detailed information including photographs and GPS locations of lifting of stocks from warehouse, assaying, processing, and supply with details. The applicant should submit its methodology for providing required details on the track and traceability to NCEL along with capable manpower available with them for the work.
- x. Any other work as prescribed by NCEL, for the successful processing and distribution of Rice provided by NCEL.

#### **4. Minimum Eligibility Criteria**

- i. Interested Miller/Processor shall be in possession of Rice mill/processing unit(s) through ownership/ registered lease with a valid agreement. The residual lease should be for a minimum 6 months period.
- ii. For grading and cleaning or sorting of rice, the interested Miller/Processor may employ its own or through a registered lease, multiple units provided its each unit has a minimum capacity of 50 Tonnes per day for which Miller/processor must provide details of each milling unit/processing unit as per the format attached.
- iii. Millers should have warehousing facilities open and closed for at least 1000 Tonnes of paddy/Rice under their control in their premise or in nearby location.
- iv. The NCEL does not guarantee any definite volume of work during the period.
- v. The interested Miller/Processor should have an average annual turnover of Rs 15 crores during two financial years i.e. 2022-2023, 2023-24 and also have a positive net worth of Rs. 2 crores as on date of application. For the purpose certified copies of the audited balance sheet of two financial years i.e. 2022-23, 2023-24 should be provided along with a Declaration under section 206AB (as prescribed under Annexure- 7), Turnover and Net worth Certificate certified by the Chartered Accountant.
- vi. Interested Miller/Processor 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 as amended in 2013) or LLP (duly registered under the Limited Liability Partnership Act, 2008) or Cooperative registered under Multistate Cooperative Societies Act, 2002, as amended in 2023.
- vii. Interested Miller/Processor must have the following registrations and certifications and shall provide self-attested copies of all the certificates with the application:
  - a. FSSAI registration

- b. ISO 22000:2018 compliance certificate
  - c. HACCP compliance certificate
  - d. APEDA registration certificate
  - e. GST registration
  - f. PAN Card
  - g. PF & ESI registration (if applicable)
  - h. KYC documents (in case of Sole Proprietorship)
- viii. The Miller/Processor must possess all required statutory permissions from concerned State/ Central Government authorities to undertake milling activities/processing activities and storage unit.
- ix. The interested Miller/Processor shouldn't have been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- x. The interested Miller/Processor should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as milling/processing service provider to NCEL.
- xi. The interested Miller/Processor should not have been prosecuted for violation of rules / laws under the Essential Commodities Act or any such other laws or orders there under in any court of law.

## **5. Security Deposit and Payment Terms**

- i. The miller shall furnish Bank guarantee or Collateral security equivalent to the paddy/rice delivered.
- ii. The supply of rice as per the approved rates of processing, will be completed by the Rice Miller on date agreed by both party for the quantity of Paddy/rice processed during the NCEL approved period otherwise penalty @ of 1% per week or as agreed upon by NCEL and Contracted Party thereof shall be levied by NCEL.
- iii. Payment terms for processing will depend on the agreed amount with NCEL after NCEL and concerned millers are in contract for given quantity and quality.

## **6. Signing of applications**

- i. Person(s) signing the application shall state in what legal capacity he /she/ they is/are signing the bids.
  - a. In case of a Partnership firm/LLP, the application must be signed by the authorized partner. The self-attested copy of the partnership deed/LLP



agreement be furnished along with the Bid.

- b. 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 a self-attested copy of the Memorandum & Articles of Association of the Company, certificate of incorporation, bye-laws etc.

## **7. Evaluation of applications**

- i. Duly constituted committee of NCEL Head Office shall evaluate details submitted by the interested Millers / Processors and examine the documents provided vis-a-vis requirements specified in the EOI document. NCEL 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) / Processor(s).
- ii. The rejected/unsuccessful applications from millers / processors can be applied with fresh applications after fulfilling the Eligibility Criteria.

## **8. Integrity Pact**

All empaneled millers/processors shall enter into an Integrity Pact on non-judicial stamp paper of Rs. 100/- as per format annexed at Annexure- 6.

## **9. Execution of Empanelment Agreement**

After selection/empanelment, it shall be incumbent upon the empaneled millers / processors to execute an Empanelment Agreement as per Annexure- 5. In the event of a contradiction, the terms and conditions prescribed in the Empanelment Agreement shall prevail over the terms and conditions of the EOI. NCEL reserves the right to change the terms and conditions of the agreement, till it is signed by both the parties.

## **10. Jurisdiction and Dispute Resolution**

This tender document shall be constituted and legal relation between NCEL and intending millers / processors shall be determined and governed by, according to the Laws of Republic of India, and all or any dispute arising out, or touching upon, or in relation to, the terms of this tender document including the interpretation and validity and respective rights and obligations of the parties shall be settled amicably by mutual discussions, failing which, same shall be settled through court of Law at Delhi only.

## **11. Force Majeure**

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out

the obligations under the EOI, party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be.

## **12. Holiday Listing**

Notwithstanding anything contained in this EOI document, NCEL's policy for Holiday-Listing of Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NCEL 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.

## **13. Prevention of Fraud and Corruption**

- i. The applicant(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NCEL. Applicant(s) agree and undertake to observe the principles/ provisions as laid down in "Integrity Pact" of NCEL (As per Annexure-6) during their participation in the EOI process, during the process of EOI and in any other transaction with NCEL.
- ii. The Applicant(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NCEL'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 EOI process or during the process of EOI.
- iii. The Applicant(s) shall not enter with other Applicant(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 EOIs or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- iv. The Applicant(s) shall not commit or allow any employees of NCEL to commit any offence under the relevant provisions of IPC/Prevention of Corruption Acts; further the Applicant(s) will not use improperly or allow any employee(s) of NCEL, for purposes of competition or personal gain, or pass onto others, any information or document provided by NCEL as per of the business relationship, including information contained or transmitted electronically.
- v. The Applicant(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

- vi. The Applicant(s) if in possession of any information regarding fraud/suspected fraud hereby agree and undertake to inform NCEL of same without any delay.

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To,

Business Division,  
NCEL

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 process and supply of rice, and deliver rice (as directed and specified by NCEL), as per the guidelines of NCEL.

Yours faithfully,

Authorized Signatory

**1. Registration Form**

<b>Name of Interested Miller/Processor</b>	
<b>Firm type (Sole Prop/ Partnership/ Company/ Cooperative/LLP)</b>	
<b>Registered office</b>	
<b>Name of proprietor/partner/director</b>	
<b>GST</b>	
<b>PAN</b>	

**2. Plant wise details**

<b>Production unit Details</b>	<b>Plant 1</b>	<b>Plant 2</b>	<b>Plant 3</b>
<b>Location</b>			
<b>District</b>			
<b>State</b>			
<b>Pin Code</b>			
<b>Capacity in TPD</b>			
<b>Storage Capacity for Paddy</b>			
<b>Commodities processed</b>			
<b>Commercial Operation Date</b>			
<b>Contact person</b>			
<b>Telephone</b>			
<b>Email ID</b>			
<b>FSSAI registration No.</b>			
<b>FSSAI Valid till</b>			
<b>ISO 22000:2018 Certificate No.</b>			
<b>ISO Certificate Valid till</b>			
<b>HACCP Certificate No.</b>			
<b>HACCP Certificate Valid till</b>			
<b>APEDA registration No.</b>			
<b>APEDA registration Valid till</b>			

**3. Declaration**

<b>Self-declaration for not been blacklisted by any State/Central Govt. body/Public Sector Undertaking at any point of time in India</b>	
<b>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/processing service provider to NCEL</b>	
<b>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.</b>	

## 4. Supporting documents to be enclosed

<b>Attested audited Balance sheets along with Turnover and net worth certificates certified by Chartered Accountant for the financial years i.e. 2022-23 &amp; 2023-2024</b>	
<b>Self-attested IT return for 2023-24 financial year</b>	
<b>Latest quarterly GST return</b>	
<b>PAN Card copy</b>	
<b>Undertaking, Annexure-4 for processing and stocking of Milling/Processing unit</b>	
<b>FSSAI license for milling/processing unit</b>	
<b>Capacity proof of milling/processing unit</b>	
<b>Address proof of the milling/processing unit (electricity bill, etc.)</b>	
<b>Valid lease agreement in case of leased mill or exemption certificate</b>	
<b>The address proof of the authorized signatory, namely, Telephone bill/ copy of passport/ electricity bill/ voter ID proof should be submitted along with the application.</b>  <b>The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.</b>	
<b>Methodology for providing required details on the track and traceability software deployed by NCEL along with capable manpower available with them for the work.</b>	
<b>Indemnity Bond (As per Annexure 4)</b>	
<b>Any other licenses/certifications possessed</b>	

Date:

Place:

**ANNEXURE- 3**

It has been considered that since execution of the export order is to be done of multiple varieties, therefore, the recovery percentage must be fixed lump-sum in respect of all the varieties. The recovery percentage may vary slightly from variety to variety, so the exact recovery percentage and specifications will be finalized/fixed at the time of delivery of paddy lot by NCEL, for the particular lots.



**Undertaking Cum Indemnity Bond  
(On Stamp paper of Rs. 100/-)**

I/We-----, aged about\_\_\_\_years, an Indian inhabitant, the owner/ proprietor, partner, director, authorized signatory of the firm/ company M/s. ----- having his/her/Its address/ office address at ----- do hereby state on Solemn affirmation as under:

- (1) I/We am/ are holding the PAN CARD no.\_\_\_\_\_, GST No.\_\_\_\_\_, FSSAI No. \_\_\_\_\_, for conducting the trade of\_\_\_\_\_at \_\_\_\_\_
- (2) That I/we have read and understood the scheme/guidelines of Ministry of Consumer Affairs, Food and Public Distribution, Department of Food and Public Distribution regarding allocation and processing of rice for sale to retail consumers/public under Open Market Sales Scheme (Domestic) (OMSS (D)).
- (3) That I/we shall regularly visit the official website of the concerned Ministry and keep ourselves updated with the recent instructions of the scheme/Guidelines on the subject.
- (4) That I/we shall continue to be in full compliance of said scheme/Guidelines, as amended from time to time.
- (5) That I/we undertake that the paddy purchased through NCEL, with applicable taxes and levies (if any), shall be used only for intended purpose of conversion. The said rice shall be used exclusively for export sale by NCEL to including all taxes and levies, in terms of the scheme.
- (6) That I/we undertake to make the advance payment to NCEL as applicable.
- (7) That I/we undertake to abide by all the terms and conditions stipulated in EOI floated by NCEL for supply of milled rice and other terms and conditions communicated by NCEL from time to time in this regard.
- (8) That I/we undertake that the supply of Milled Rice shall be subject to conformity/compliance of quality, standards and statutory norms including adherence of legal metrology requirements etc. That non-adherence of statutory/legal norms shall render us liable for appropriate action as laid down in such rules. The supply of rice will be made within five days from the date of lifting of paddy from NCEL mentioned Godown.
- (9) That I/we undertake that the allocated paddy lifted from NCEL Godown will not be diverted elsewhere under any circumstances and entire stock of paddy lifted from NCEL Godowns will be converted into Milled rice without any type of adulteration and will be supplied to the NCEL mentioned godown.
- (10) I/We hereby agree and undertake that my/our Firm is not under any penal action such as Demotion, Suspension, Blacklisting, DE-registration etc. by any Government, Semi Government and Government Undertakings, etc.
- (11) I/We are aware and accept that I/We shall be liable to civil as well as criminal prosecution in the event of information submitted by me/ us are found to be false and/ or incorrect and the security amount paid by me/ us shall stand forfeited besides any other action as deemed fit under the

rules.

(12) I/We say and undertake that the undertaking is binding on me/ us my/ our/ its legal heirs/ representatives/ partners/ directors who are responsible for the acts done by the company/ firm from time to time.

VERIFICATION

I/We ----- state on solemn affirmation that whatever stated herein above is true to my / our own knowledge and I / we believe the same to be true and correct.

Notary  
DEPONENT

Notary Registration No.  
Photograph

Applicant being Company, copy of Resolution passed by the company authorizing one of the Directors to sign on behalf of the company shall be submitted.

**EMPANELMENT AGREEMENT**

This Service Agreement is entered on this day of \_\_\_\_\_

BETWEEN

**NATIONAL COOPERATIVE EXPORTS LTD. having its head office at, 8th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi-110 029, (India) (hereinafter referred to as "NCEL", 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 the Multi-state Cooperative Act and engaged in the business of milling/processing of rice in India, having its registered office at \_\_ (hereinafter referred to as "**Miller/Processor**", which expression shall, unless it is 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:**

- A. National Cooperative Exports Limited (NCEL) is an apex organization of marketing cooperatives in India.
- B. NCEL shall undertake a supply of rice to the open market and various Government Institutional buyers across the World.
- C. For this purpose, NCEL had invited EOI to empanel multiple millers/processors across India to sub-contract milling/processing activity of paddy/rice in possession of NCEL.
- D. Miller / Processor has submitted its details in the format prescribed by NCEL along with various supporting and has been shortlisted by NCEL for empanelment and participation in the bidding of milling/processing contracts NCEL may post in the future.

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

**1. 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.

**2. Empanelment of Miller / Processor**

- a. NCEL acknowledges that, it has received the application from the miller/processor in prescribed format along with all supporting. NCEL has completely scrutinized the documents and declares miller/processor to meet the required eligibility conditions specified by NCEL in the EOI document.
- b. NCEL hereby undertakes and agrees to empanel the miller and allow the miller to participate in bidding of milling/processing contracts NCEL may post in future.

**3. Scope of Services of miller/processor Rice Milling/Processing and Delivery**

- i. Miller / Processor will be awarded stock of paddy by NCEL, keeping in mind, location/capacities of miller / processor and performance from prior allocations, if any.
- ii. Miller/Processor may have to lift stock from the Location where stock is lying and transport it to their Mill/Plant (this would include handling, transportation, transit insurance, loading/unloading etc.)
- iii. Grading and processing/sorting and Packaging of rice meeting the quality specifications prescribed by NCEL for the said Rice. (As per Annexure - 3)
- iv. The miller will be responsible for the quality and quantity of the paddy supplied by the NCEL for custom milling and shall make good the losses that may occur in paddy and rice during storage /transit. The cost of losses shall be recovered at 1 ½ times the economic cost along with interest till the date of recovery/payment.
- v. To ensure the packaging of processed Rice as prescribed by NCEL or as per the specification of buyers.
- vi. To ensure delivery of packaged Rice to the NCEL specified delivery points if required within the stipulated time frame without tampering with the stock.

- vii. To obtain the delivery GST Invoice receipt of the stocks from the buyers as well as the invoices of printing of packing material for the same quantity of stock and submit the same back to NCEL.
- viii. The Miller/Processor will be required to provide all detailed information including photographs and GPS locations of lifting of stocks from warehouse, assaying, processing, and supply with details on the track and trace software deployed by NCEL. The applicant should submit its methodology for providing required details on the track and traceability software deployed by NCEL along with capable manpower available with them for the work.
- ix. Any other work as prescribed by NCEL, for the successful processing and supply of Rice.

#### **4. Consideration and Payment Terms**

It is hereby agreed and accepted between the parties that the Miller shall be entitled from NCEL, for the milling/processing activity performed by miller, as per the SOPs issued by NCEL.

#### **5. Completeness of the contract**

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

- a. The miller completes the supply of contract processed quantity of Rice, as per the required quality specifications and within the stipulated timelines to the NCEL/ NCEL buyer, or
- b. The delivery of the custom milled rice shall be deemed to have been completed after the stocks are delivered to the NCEL godowns as per the directions of the NCEL after necessary weighing, inspection and approval of the quality and quantity or
- c. In the event of any variation in delivery time and/or quality and/or quantity of the supplied Rice to NCEL/ NCEL buyers, the dispute between the miller and NCEL/ NCEL buyer is settled (either amicably or through legal proceedings), or
- d. In the event the miller is not able to supply the Rice to NCEL/ NCEL buyer for any reason attributed to the miller, SD of the miller is liable to be forfeited, and blacklisting of miller/processor from further participation in future contracts.

#### **6. Representation and Warranties of NCEL**

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

##### **a. Status**

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

##### **b. Binding obligations**

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

##### **c. 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.

**d. Power and authority**

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

**e. Validity and admissibility in evidence**

All authorizations required or desirable:

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

**7. Representation and Warranties of Miller/Processor**

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

**a. Status**

It is a Company, duly incorporated and validly existing under the law of its jurisdiction and incorporation and registered under the relevant provisions of the Companies Act of 1956 or 2013.

**b. 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.

**c. Binding obligations**

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

**d. 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.

**e. Power and authority**

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

**f. Validity and admissibility in evidence**

All authorizations required or desirable:

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

**8. Indemnity**

The miller/processor shall indemnify NCEL 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/processor in respect of the services provided etc., whatsoever.

**9. 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.

**10. Resolution of Disputes**

NCEL and the miller/processor 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, NCEL and the miller/processor 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.

**11. 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.

**12. 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 (State of the concerned NCEL State Branch where the agreement is executed) and further agreed that any cause of action arising under this tender process may be brought in a court at New Delhi.

**13. Applicable Law Jurisdiction and Dispute Resolution:**

a. 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 \_\_\_\_\_ (State of the NCEL HO where the agreement is executed) 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.

- b. 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. The venue of the arbitration shall be at New Delhi, India and the language of the arbitration shall be English.
- c. Nothing contained in this clause shall prevent the NCEL from seeking interim injunctive relief against the Miller/Processor in the courts having jurisdiction over the parties.

#### **14. EXECUTION:**

This agreement has been approved by the Competent Authority of NCEL vide approval dated \_\_\_\_\_ in file no \_\_\_\_\_ and on behalf of NCEL through the \_\_\_\_\_ who has duly been authorized by the Managing Director of NCEL 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 NCEL	For and on behalf of <b>"Miller/Processor"</b>
Signature	Signature
Name & designation:	Name & designation:
Witness:	Witness:
1.	1.
2.	2.

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

### INTEGRITY PACT

Between

National Cooperative Exports Ltd. (NCEL) an apex level Cooperative Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at 8th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi-110 029, (India), hereinafter referred to as "NCEL", 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

NCEL is an apex organization of marketing cooperatives in India. NCEL 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, NCEL 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 NCEL

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

(a) No employee of NCEL, 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) NCEL will exclude from the process all known prejudiced persons.

2. If NCEL 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, NCEL 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 NCEL'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 NCEL 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, NCEL 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, NCEL 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 NCEL disqualifies the Supplier from the supply process, NCEL 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 NCEL and the supplier.

If NCEL terminates the contract according to Section 3, or if NCEL is entitled to terminate the contract according to Section 3, NCEL 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 NCEL 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 the Supplier makes an 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 Suppliers

The supplier undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact and to submit it to NCEL before signing of the contract if awarded in its favor.

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

#### Section 7 – Criminal Charges Against Supplier

If NCEL obtains knowledge of the 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 NCEL has substantive suspicion in this regard, NCEL will inform the same to its Chief Vigilance Officer.

#### Section 8 – Independent External Monitor /Monitors

NCEL 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, NCEL.

Supplier accepts that the Monitor has the right to access, without restriction, all project documentation of NCEL 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 the Subcontractor. The Monitor shall treat the information and documents of NCEL and the Bidder/Contractor/Subcontractor with confidentiality. NCEL will provide to the Monitor with sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between NCEL 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 NCEL 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 a specific manner, refrain from action, or tolerate action.

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

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

#### 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. The place of performance and jurisdiction is the Registered Office of NCEL. 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 NCEL)

(Office Seal)

\_\_\_\_\_  
(For & on behalf of supplier)

(Office Seal)

(ON YOUR COMPANY'S LETTER HEAD)

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

To,  
M/s National Cooperative Exports Limited.

Dear Sir/Madam,

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

I, Ms/Mr/M/s. \_\_\_\_\_ in capacity of Self/Proprietor/Partner/Direcor of \_\_\_\_\_ (Name of entity) having TMID\_\_\_\_\_, PAN\_\_\_\_\_(PAN of Entity) registered office/permanent address at\_\_\_\_\_do hereby confirm that our income tax return filing status for last 2 Financial Years is as given under:

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

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

For\_\_\_\_\_ (Name of Entity)

Signature: \_\_\_\_\_

Name of person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_