



**NAFED**

*60 Years in Service*

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING  
FEDERATION OF INDIA LTD.(NAFED)  
NAFED House, Siddhartha Enclave  
Ashram Chowk, Ring Road  
New Delhi-110014**

**NAFED INVITES EXPRESSION OF INTEREST FROM ELIGIBLE APPLICANTS**  
**For**  
**SELECTION/EMPANELMENT**  
**OF CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING**  
**COOPERATIVE) / SPV THROUGH ITS PARENT COMPANY AS CHANNEL**  
**PARTNERS FOR OPENING OF NAFED RETAIL STORES ACROSS INDIA FOR**  
**SALES AND DISTRIBUTION OF NAFED PRODUCTS.**

**EOI No.: - NAFED/HO/CMD/EOI-CHANNEL PARTNER/2021-22/01**

**Dated: 10<sup>th</sup> September, 2021.**

Manager

Consumer Marketing Division, NAFED, 2<sup>nd</sup> Floor,

Nafed House, Ashram Chowk,

Ring Road, New Delhi -110014 (India)

E-Mail : [ranjan@nafed-india.com](mailto:ranjan@nafed-india.com), Ph-011-26341810

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National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), Ashram Chowk, Ring Road, New Delhi-110014 invites sealed Expression of Interest (EOI) for selection/ empanelment of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company as channel partners for opening of NAFED retail stores across India for sales and distribution of NAFED products. NAFED, with a view to expand its presence in retail market and to provide consumable items (Pulses, Tea, Tea Bag, Spices, Food grains etc. in retail pack) at competitive rates to customers has intended to join hands with public/private/autonomous companies. The application must be accompanied with processing fees (non-refundable) of Rs. 5900 (Five Thousand Nine Hundred only including 18% GST) by means of DD/ NEFT/ RTGS to NAFED. Interested parties can submit their application along with copies of all required documents/profile etc. by Post/ Courier or by Hand at NAFED, Head Office on or before the last date and time prescribed in this EOI which shall be opened in the presence of parties or their authorized representatives on the same date and time as prescribed in this EOI. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. For any query and clarification kindly contact Manager, Consumer Marketing Division (CMD).

Manager

Consumer Marketing Division, NAFED, 2<sup>nd</sup> Floor,

Nafed House, Ashram Chowk,

Ring Road, New Delhi -110014 (India)

E-Mail :[ranjan@nafed-india.com](mailto:ranjan@nafed-india.com), Ph-011-26341810

## **SECTION I**

### **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 Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this 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 NAFED, or NAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. The EOI document has been prepared solely to assist prospective applicants in making their decision for applicants. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective applicant may need to consider in order to submit an EOI. The data and any other information wherever provided in this EOI documents is only indicative and neither NAFED, nor NAFED 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 a 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 NAFED nor NAFED 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 documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the 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. NAFED 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. NAFED 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. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
10. NAFED 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 NAFED website <http://nafed-india.com>
11. Mere submission of an EOI does not ensure selection/empanelment of the applicants as Successful applicants.

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**END OF SECTION**

## SECTION – II

### INTRODUCTION AND OVERVIEW

#### **1. INTRODUCTION**

- 1.1. National Agricultural Cooperative Marketing Federation of India Limited (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.
- 1.2. NAFED has ventured into Consumer Marketing as a step towards diversification of its activities to make available essential items of daily need to the consumers at affordable rates. In the sixty years of its existence, NAFED has become a brand name amongst the farmers and consumers. The NAFED brand of pulses, spices, tea, food grains and other products are quite popular amongst the consumers owing to superior quality. NAFED deals in all kinds of pulses and spices produced in India. The blending and packaging of tea is done at its own unit located in tea producing region in Guwahati.
- 1.3. In order to provide grocery items in retail to the consumers in competitive rates, Nafed has been running various outlets in Delhi NCR Region, Panchkula, Shimla and Mussorree in the name of Nafed Bazaar. Nafed is also supplying grocery and other items to prestigious institutions in the country including reputed Hospitals, Public Sector Undertakings, Schools, Hostels, Ministries, IIT's etc.
- 1.4. Various Nafed brand products like Nafed Tea, Nafed Pulses, Rice, Besan, Spices, Rice Bran oil, Mustard oil etc are very popular among the consumers.

#### **2. OVERVIEW**

- 2.1. In order to further expand its Consumer Marketing Business, NAFED hereby invites Expression of Interest (EOI) for selection/empanelment of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company as channel partners for opening of NAFED retail stores for Sales and distribution of NAFED products (hereinafter called as “Channel Partner”). The proposed NAFED stores may be opened at the space provided by NAFED by itself or in collaboration with other PSUs/other organizations or independent spaces offered by channel partner itself.
- 2.2. The companies fulfilling eligibility criteria will be empanelled and job of Opening of Nafed Retail Stores will be awarded to Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company. Such channel partners shall be given preference as per their network, experience and financial capacity.
- 2.3. The Applicant shall be an Indian Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company registered under appropriate acts of Indian laws.

- 2.4. The applicant(s) for selection/empanelment will be given preference for prior experience in sales and distribution throughout India, Region wise, State wise or district wise (as per the political boundaries defined by Govt.) and shall be agreeing to Open minimum ten(10) Nafed Retail Stores for sales and distribution of Nafed products.
- 2.5. Interested and eligible parties under the EOI, shall be required to submit copy of each required documents before the last date & time given in this EOI documents.
- 2.6. After scrutiny of EOI, NAFED shall shortlist the eligible applicants as per NAFED procedure and inform them.
- 2.7. NAFED reserves the right to accept or reject any or all EOI without assigning any reason thereof. The issue of this EOI document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of EOI process.
- 2.8. Selection/empanelment of the Channel Partner will be done as per NAFED procedures. The applicant(s) must indicate the name(s) of the state/district/area along with proposed number of stores for which they are interested for opening of the NAFED retail stores and establishing sales and distribution of NAFED products.
- 2.9. NAFED has a network of it's Branches across the country and the selected channel partners shall work under the ambit of these respective branch.

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**END OF SECTION II**

## **SECTION -III**

### **GENERAL CONDITIONS AND INSTRUCTIONS TO APPLICANTS**

#### **1. Scope of Work**

- 1.1. Nafed has already floated 2 EOIs (HO/CMD/EOI/2020-21/01 dated 4<sup>th</sup> Sept 2020 and HO/CMD/EOI/Member Societies/2020-21/03 dated 12<sup>th</sup> March 2021) for Selection / empanelment of Companies/ Individuals/ Member Societies/ FPOs/ FPCs to open the Nafed Bazaar and some of them have been authorized to open the Nafed Bazaars in the assigned territories. Some of them have been given Exclusive Distribution rights to supply the Nafed brand items and other brand products to existing and upcoming Nafed Bazaars in their assigned territories. The same shall be applicable and binding on the new channel partner being selected / empanelled through this EOI in the respective territory. Already selected parties will be given preference for giving exclusive distribution rights for the Nafed Bazaar in their assigned territories.
- 1.2. The Channel Partners selected and empanelled vide EOIs as referred to in clause 1.1 above may also apply afresh in the present EOI subject to condition that their previous empanelment, if any, with Nafed vide earlier EOIs shall stand terminated and the relationship between selected Channel Partners shall be governed as per this EOI. However, the Channel partners are required to submit an undertaking stating that existing empanelment shall be terminated if they are selected as per the terms and conditions of this EOI and they will have to fulfill all contractual obligation of previous EOI or as decided.
- 1.3. Empanelled Channel Partner shall agree to open minimum ten (10) Nafed Retail Stores for sales and distribution of Nafed products in the allocated area(s).
- 1.4. Channel Partner will sale/ distribute Nafed product/ other products including organic products approved by Nafed in Retail.
- 1.5. Selected parties shall arrange to provide related infrastructure (including required manpower), at their own costs and expenses, for operating and running these proposed Nafed retail stores. All of the fixed costs or operational costs, including cost of space provided by channel partner or NAFED or any other organization for the establishment and operating these proposed Nafed retail stores shall be borne by the Channel Partner.
- 1.6. In case of Space provided by Nafed, a monthly rent or amount equal to opportunity cost shall be reimbursed by Selected Channel Partner on Monthly basis. Channel Partner has to deposit an amount equivalent to cost incurred by purchase/arrangement of Fixture and Furniture to Nafed within 15 days of signing of the agreement.
- 1.7. If Nafed wants channel partner to leave the shop then security deposit shall be refunded after deducting the depreciation @ 10% per annum on the amount mentioned above point.

- 1.8. The proposed stores shall be titled/named only under brand name of Nafed, with specified design/colour scheme provided by Nafed, and no other name or alternation of any forms shall be allowed to be displayed at these stores.
- 1.9. All the products and goods offered at these proposed Nafed stores shall be made available by the Nafed directly or through selected distribution network including of CFAs / distributors available at that time. Any product(s)/good(s), which are not supplied/made available by Nafed, shall not be kept at these stores without prior approval of the Nafed. In case if, it is not logistically or commercially viable for Nafed or Channel Partner to supply / receive the goods required at shop same can be obtained from third parties with intimation and permission of NAFED.
- 1.10. All the locations and sizes of the proposed Nafed stores shall be requiring the approval of the Nafed before commencing any business.
- 1.11. The channel partner having multiple stores shall have it's own/hired/leased godown for receiving the NAFED and other brand products at one place for further supply to the NAFED retail stores managed by the respective channel partner in the state (s)/ area(s)/ district(s) allocated to him. Further terms & conditions will be elaborated in the specific agreement between NAFED and selected channel partner.
- 1.12. The Channel Partner shall submit all the records related to the sales, purchase, receipts etc. for the products offered for sale at these stores to Nafed on monthly basis.
- 1.13. Channel Partner will appoint the sales team for placement of Nafed products in Retail market, if required with prior permission of NAFED.
- 1.14. Channel Partner will ensure proper availability of Nafed stock in Retail Stores. All time availability of stocks at NAFED stores/godowns shall be ensured by the Channel Partner and kept in proper storage conditions.
- 1.15. Nafed may consider credit against Bank Guarantee and maximum amount of credit will be limited upto the amount of the Bank Guarantee for supplying products on credit to the selected channel partners. Bills with respect to supply of goods shall be cleared by the respective channel partner within 15 days after the invoicing else Nafed may charge penalty @1.5% per month.
- 1.16. Nafed may appoint its representatives, time to time, to inspect and check the inventory and other relevant records of these proposed Nafed store(s).
- 1.17. Channel Partner shall agree to operate the software for billing and inventory management as provided by Nafed at costs of the Channel Partner. Hardware, Training and other related expenses in this respect shall be borne by respective Channel Partner.
- 1.18. The location of new Nafed Bazaar should not be less than 2 km from existing Nafed Bazaar or any proposed locations chosen by already selected channel partner. In case if its less than 2 KM, a NOC may submitted by both the channel partner.
- 1.19. Nafed shall be paid by channel partner, a certain percentage of sales turnover of the respective NAFED store on monthly basis as per terms laid down in specific agreement between NAFED and selected channel partners. Monthly sales will be reported by the Channel Partner and administrative cost equivalent to 1.5% of total sales shall be paid to NAFED by 10<sup>th</sup> of next month for the first three years. Nafed reserves the rights to revise this percentage and next revision time after initial three years on mutually agreed terms and conditions. In case where



in space is provided by Nafed and no rental is being charged, the % administrative charges shall vary as per mutually decided by both parties as per terms of such stores.

- 1.20. Any supplementary income generated out of any activity from the store shall be counted in the gross income/sales of the store and shall be included for administrative cost calculation mentioned in 1.19 above.
- 1.21. Providing complete basket of product to the customer: The Billing of these products will be done through Software recommended by Nafed only. Some daily use items like Fresh fruits and vegetables, milk, bread etc are not dealt by CMD Branch of Nafed. Therefore, channel partner will be allowed to keep these items on its own on prior approval of NAFED. NAFED will not share any margin in these items. However the sale of these items or any other sale from this outlet shall be included for the calculation of total sales of the outlet for the purpose defined in clause 1.19 above.
- 1.22. If it is found at any stage that Channel partner has sourced any product from source other than NAFED or without prior approval ( Except specified items above), it will be construed as breach of contract and NAFED will be well within its rights to take appropriate measures including annulment of contract.
- 1.23. Delivery of Goods to Channel partner shall be made by NAFED on a minimum possible cost. Any scheme for consumers or trade will be offered to the channel partner, if found suitable.
- 1.24. Channel Partner shall submit an interest free security by way of BG/DD of Rs. 50,000/- per store to NAFED. The Security Deposit shall be refunded without any interest after 30 days of termination accepted by Nafed.
- 1.25. In Addition, the Channel Partner shall arrange to furnish an irrevocable Bank Guarantee from a Nationalized/Scheduled Bank in favor of NAFED for a sum of Rs. 1,00,000 (Rs one lakh only) for the stores upto 500 Sq ft covered area and Rs 2,50,000/- (Two Lakh Fifty Thousand Only) for store above 500 sq ft covered area, towards the supplies. This amount shall be cleared within 15 days of purchase of the stock NAFED will restrict the supplies to the Channel Partner up to the amount of Bank Guarantee against working capital at any point of time. However, supplies in excess of the Bank Guarantee amount can be made against advance payment to that extent. It shall be ensured by the Channel Partner that the aforementioned applicable BGs shall remain valid throughout the period agreement plus six months beyond the validity of this agreement.
- 1.26. Nafed may allow franchise to implement opening of Nafed Stores through their SPV companies provided SPV is 100% subsidiary of selected channel partner and shall remain 100 % subsidiary till the execution of agreement if requested by the concerned franchise subject to following compliances:
  - (i) A specific request in this regard shall made to Nafed by the Channel Partner /Channel Partner along with all necessary documents of creation of such SPV along with Board Resolution of passed by the BoD of Franchisee/Channel Partner approving the proposal of assigning of the obligations of this Agreement to said SPV.
  - (ii) It shall be incumbent upon such Franchisee/Channel Partner to check and verify the credentials and competence of such SPV with undertaking that appointed SPV is legally valid and competent to discharge the obligations under this agreement.

- (iii) Certificate of Incorporation/Registration, Details of Directors/Members, MOA, AOA by laws and any other relevant documents of SPV along with Undertaking by Franchisee/Channel Partner as per Annexure-A
  - (iv) The Franchisee/Channel Partner shall solely be responsible for the act and omission of said SPV while discharging the obligations under this agreement and if the obligations of the agreement are breached by such SPV, Franchisee/Channel Partner shall solely be responsible for the same and Nafed shall proceed against the Franchisee or Channel Partner in the event any loss or damages caused to Nafed.
  - (v) The channel partner shall not assign any benefit of this agreement to any other party. If there is any change in ownership/promoters in the selected channel partner company or SPV same shall be intimated to NAFED and for this project, approval shall be taken from NAFED in writing.
  - (vi) If the selected and empanelled channel partner wishes to execute the obligations under this EOI and proposed Service Level Agreement (SLA) through its 100 % subsidiary, necessary incorporation to this effect shall be made in the SLA between Nafed and selected channel partners while the designated SPV shall be the confirming party to the proposed SLA.
- 1.27. Electricity connection & Telephone and Internet connection:
- (i) The Electricity connection will be taken by Channel Partner.
  - (ii) Telephone / Internet connection will taken by Channel partner.
  - (iii) Payment of Electricity and telephone/ Internet Charges will be made by the Channel partner.
- 1.28. Insurance: Insurance of shops including stocks shall be taken by Channel partner and payment on account of premium shall be borne by channel partner itself.
- 1.29. Product placement: Emphasis will be made on keeping the product range as per business requirement of the franchise / channel partner store.
- (i) Not less than 20% of the stock shall be from Nafed brand products.
  - (ii) Preference shall be given to Nafed branded products and all varieties of Nafed branded products are to be kept at all channel partner stores without any fail.
- 1.30. Bank Account: A separate Bank account shall be opened for each shop in the nearby area by Channel partner where the channel partner shall deposit cash and maintain sales account.
- 1.31. Channel partner will sell the goods at prices fixed by NAFED. In case it is found that any undercutting or overcharging is being practiced, appropriate action including termination of contract can be taken/done by NAFED
- 1.32. Lifting of any unsold stock left at franchises / Channel partner retail outlet shall be of NAFED's discretion only. Quality complaints not emanating out of any mistake in handling on the part of consumer, channel partner or any other person but on the genuine grounds will be entertained on merit.
- 1.33. The Channel partner will intimate about the day's sale and deposit the sale proceeds in it's bank account and share the details of the same on monthly basis with NAFED.
- 1.34. In case any sample is drawn by an inspector from health, food or any such Government department, the intimation thereof should be given to Nafed, HO related branch office of NAFED by the Channel partner immediately. Any complaint for items not delivered by NAFED, channel partner shall be responsible for any penalty etc.

- 1.35. Channel partner will strictly abide by all statutory rules and regulations including obtaining license/permit etc. if any required to run the business from the said premises. All rules and regulations pertaining to compliances of MCD or Local Governing Body shall be observed and complied in latter and spirit by the Channel partner and any burden on NAFED on account of such violation on the part Channel partner , same shall be borne by the Channel partner at its risk and cost.
- 1.36. Channel partner will neither misuse nor do anything that tarnishes the image and jeopardize the interest of NAFED.
- 1.37. NAFED reserves the right to inspect the premises and Books of Accounts
- 1.38. NAFED will permit the operations to the Channel partner under it's supervision. Channel partner, during the continuance of contract, will act as the channel partner of NAFED.
- 1.39. Channel partner will not be entitled to assign or transfer the benefit of this agreement to any other person/firm without the prior written consent of NAFED. Channel partner may appoint professional OM&M (Operation, Marketing and Managing) partner for day to day running of stores with prior approval of Nafed and Nafed shall separately assess their suitability to run and manage day to day operation of such stores under the overall supervision of franchise / Channel partner.
- 1.40. It is also incumbent on channel partner that all terms and conditions of the agreement between Nafed and Channel partner shall be followed by Channel partner and their professional partner/SPV. Any deviation shall be considered as breach of contract.
- 1.41. Channel partner shall not obtain any loan or cash/credit facility from Bank or financial institution against the Channel partner store or stocks of stores.
- 1.42. The agreement shall be valid for a period of Nine (09) years to be reviewed for renewal on mutually acceptable terms after every three years from signing of this agreement subject to satisfactory performance of the franchise / Channel partner.
- 1.43. NAFED shall be at liberty to terminate the agreement with the selected Channel Partner prematurely in the event of breach of any of the clauses contained in this agreement by the channel partner. In such an event, the channel partner shall render and shall clear all accounts with NAFED within 30 days from the date of termination notice, failing which NAFED will be entitled to revoke the bank guarantee furnished by the channel partner without making any reference to this effect.
- 1.44. In the event of non-fulfillment of any of the conditions of this agreement or termination of this agreement by NAFED, Channel partner shall not be entitled to any compensation by NAFED.
- 1.45. Channel partner will regularly, diligently and faithfully discharge duties incumbent upon them by virtue of this agreement and to confirm to carry such orders, instructions and directions as are received from NAFED by them from time to time.
- 1.46. Channel partner will maintain a record of consumer complaints if any received from consumers and try to solve the same immediately on his own or intimate the same to Consumer Marketing Division (CMD) at NAFED, HO for appropriate remedial action.

- 1.47. It shall be incumbent upon Channel partner to maintain a complaint book in the store for the consumers for recording their complaints and grievances and it shall prominently be displayed in the store that complaint book is with Channel partner Owner.
- 1.48. Channel partner will prominently display the name of outlet as "NAFED Bazaar" as approved by NAFED. Channel partner will also indicate on the display board that it is a franchise / Channel partner of NAFED along with its name.
- 1.49. Channel partner shall ensure that any employee appointed by them in NAFED Bazaar has no relation with NAFED in any manner.
- 1.50. Nafed shall allow use of its name "Nafed Bazaar" in making collateral with written prior permission of Nafed only. However, franchise / Channel partner shall not misuse the name or trade mark of Nafed Bazaar.
- 1.51. As indicated in this EOI, the channel partner undertakes to open minimum ten (10) Nafed retail stores to sale and distribution of Nafed products in the allocated areas and an appropriate business plan to open such stores shall be submitted by the channel partner to Nafed within three (3) months from the execution of this agreement.
- 1.52. The design and colour scheme of the proposed store(s) shall be as per the approved design and colour scheme of Nafed and shall be carried out through empanelled Architect(s) of Nafed.
- 1.53. It shall be incumbent upon the channel partner to obtain appropriate license, if any required, pertaining to particular product which requires such license as per prevalent Government Rules and Regulations. The channel partner shall not allow to sell any products from their store which are prohibited by the laws of the land. The breach of this clause shall be treated as material breach of the agreement which may attract termination of the agreement and channel partner shall be liable for all legal consequences. Any liability falls upon Nafed in lieu thereof same shall be recoverable from the channel partner.
- 1.54. Protection of IPR: It shall be incumbent upon the Channel Partner while running the store to ensure the protection and unauthorized use of Nafed's intellectual property rights while discharging the obligations under the agreement. If any loss and damage in terms of money and reputation is caused to Nafed on account of unauthorized use of Intellectual Property Rights of Nafed, same shall be recoverable from the Franchisee / Channel partner at their risk and cost. In the event it comes to the knowledge of Nafed that Channel Partner is in violation of terms and conditions of this agreement or the way of running of stores is in contravention to this agreement as well as prevalent Govt. Rules and Regulations, Nafed shall at its sole discretion take over the operations of such stores in its hand at the risk, cost and consequence of Channel Partner.

## **2. Contact :**

Manager, Consumer Marketing Division, NAFED,  
NAFED House, Siddhartha Enclave,  
Ashram Chowk, Ring Road, New Delhi-110014.

## **3. Proposed location for the Nafed Retail Stores**

The applicants to this EOI shall provide details of proposed stores like number of stores, sizes, investment and locations for running retail stores as per District /

state / area (as per the political boundaries defined by Govt.) of their choice. The applicant shall submit a presentation along with proposal in this respect basis which further scope of work shall be decided by NAFED for the selected channel partner.

#### **4. Eligibility Criteria for EOI**

- 4.1. The Applicant shall be an Indian Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company registered under appropriate acts of Indian laws.
- 4.2. This EOI is limited to single entity or consortium and to support this, the bidders have to be registered under the same name and submit only one EOI document. As consortium is allowed, the consortium members can meet the eligibility criteria jointly. The consortium can consist of maximum of three members and any member can become the lead member/applicant. A consortium undertaking (as per format given in this EOI document) has to be attached with the EOI document.
- 4.3. Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company will be given preference as per their experience and financial capacity.
- 4.4. Priority will be given to companies having experience in FMCG.
- 4.5. Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company should not be insolvent in last 3 years.
- 4.6. Applicant should provide average annual turnover of Rs. 50 Lakh in last any three of four financial years ending March, 2021 with positive net worth as on date. For this, applicant shall be required to attach a certificate issued by Chartered Accountant certifying the year-wise turnover of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company
- 4.7. Annual Audited balance sheets for any of the three out of last four years till FY 2020-21 shall be enclosed as supporting document.
- 4.8. Applicant should hold a valid Goods and Services Tax (GST) registration certificate, as applicable.
- 4.9. Applicant should hold a valid Permanent Account Number (PAN), as applicable.
- 4.10. Applicant should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society for corrupt and fraudulent practices and shall have to submit a declaration to this effect.
- 4.11. Any party selected through earlier tendering for NAFED stores shall be given preference.
- 4.12. For each state not more than two parties will be empanelled in the first phase of this EOI including the previously selected/empanelled Channel Partner through previous EOIs in this regard.
- 4.13. One party cannot apply for more than three states. Exception can be given to all UTs and hilly states of India (All NE states, and states of Sikkim, Himachal Pradesh, Uttarakhand) at the sole discretion of Nafed.

#### **5. Availability of EOI Document**

- 5.1. The EOI documents can be downloaded from NAFED's website ([www.nafed-india.com](http://www.nafed-india.com)).

- 5.2. Original documents are required to be submitted to Manager, Consumer Marketing Division, NAFED, NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110 014.
- 5.3. The applicant shall bear all costs associated with the preparation and submission of the EOI. NAFED will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the EOI process.

**6. Important dates:**

Date of Uploading of Documents on NAFED's website	<b>10<sup>th</sup> September, 2021.</b>
EOI Submission Start Date and Time	<b>10.00 AM, 10<sup>th</sup> September, 2021.</b>
Pre-bid meeting date	<b>02.00 PM, 20<sup>th</sup> September, 2021.</b>
EOI submission End Date and Time	<b>02.00 PM, 30<sup>th</sup> September, 2021.</b>
EOI opening date and time	<b>03.00 PM, 30<sup>th</sup> September, 2021.</b>

**7. Queries on the EOI Document**

- 7.1. All prospective applicants before the last date & time of submission of EOI may get clarification on their queries, if any from the Manager (CMD) NAFED, Head Office, New Delhi Email: [ranjan@nafed-india.com](mailto:ranjan@nafed-india.com). The queries received after due date/ time will not be considered.
- 7.2. NAFED will hold a pre bid meeting, through video conferencing due to risk of COVID-19 spread, with the prospective applicant(s) at the given time and date (as given in the schedule) to discuss the requirement and purpose of the EOI.
- i. The queries can be addressed to Manager, NAFED via e-mail to [ranjan@nafed-india.com](mailto:ranjan@nafed-india.com) with the subject "Expression of Interest (EOI) for selection/empanelment of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company as channel partners for opening of NAFED retail stores for sales and distribution of NAFED products.– Queries" (e-Mail with any other subject will not be entertained).
- ii. Only queries received before 3 days of pre bid meeting date will be entertained in the pre-bid meeting.
- iii. Maximum of two representatives of each Applicant shall be allowed to participate.

**8. Amendment of EOI Documents**

- 8.1. At any time prior to the last date for submission of EOI application, NAFED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify this EOI document by an amendment.
- 8.2. Applicants are advised to keep viewing the NAFED website for any corrigendum/ change.

8.3. Also, in order to provide prospective applicants reasonable time to take the amendment into account for preparing their EOI, NAFED may, at its discretion, extend the last date for the receipt of EOI and/or make other changes in the requirements set out in this EOI document.

**9. Period of validity of EOI.**

9.1. The application/offers under this EOI shall be valid for 3 months from the date of submission of EOI application. An EOI valid for a shorter period shall stand rejected.

9.2. In exceptional circumstances, NAFED may request the consent of the applicant for an extension to the period of EOI validity. The request and the response thereto shall be made in writing.

**10. Procedure for Submission of EOI**

10.1. The complete application in respect of this EOI shall be submitted to Manager, Consumer Marketing Division, NAFED, NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110 014. For this EOI other forms of application will not be accepted under any circumstances.

10.2. Intending Companies/Parties shall submit Expression of Interest documents in original down loaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected.

10.3. The application must be accompanied with processing fees (non-refundable) of Rs. 5900 (Five Thousand Nine Hundred only) (including 18% GST) by means of DD/ NEFT/ RTGS to NAFED. NAFED 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 NAFED to proceed with all or any part of EOI process. The EOI is not the subject of any process of contract or any contractual obligations between NAFED and prospective Processor.

10.4. Bid must be accompanied with interest free Earnest Money Deposit (EMD) of INR 25,000/- (Rupees Twenty Five Thousand only) by way of RTGS / NEFT/ ELECTRONIC MODE to the NAFED as per following bank details and a proof of payment must be provided along with the application.

**BANK ACCOUNT DETAILS**

NAME OF THE BENIFICERY	: NAFED
ACCOUNT NUMBER	:309009093946
NAME OF BANK	:RBL BANK
ADDRESS OF THE BANK	:SIDHARTHA ENCLAVE, NEW DELHI
IFSC CODE	:RATN0000292

10.5. Interest free EMD submitted at the time of bid submission may also be converted into the interest free SD by the selected bidder.

10.6. The Expression of interest must contain the name, designation and place of Business of the person with Phone, Email ID and Fax Nos. of persons making

- the expression of interest and must be signed and sealed by the Prospective Channel Partner with his usual signature.
- 10.7. The signatory of the application qua this EOI shall be authorized to sign and submit the EOI to bind the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company in the matter must sign expression of interests by Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company with the legal name of the Corporation / Company / Firm / LLP / Trust / Society (including Cooperative) / SPV through its Parent Company.
  - 10.8. Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
  - 10.9. In case any documents uploaded under this EOI are found to be tempered/ modified in any manner, EOI will be summarily rejected and EOI processing fee would be forfeited and the applicant would be liable for any suitable action.
  - 10.10. NAFED reserves, at its sole discretion, the right to approve or reject any or all EOI application(s) without assigning any reason.
  - 10.11. Parties who have been selected through previous Eoi in this regard shall be given preference.

**11. Following documents have to be submitted along-with Application/ EOI in a sealed cover:-**

- 11.1. Complete EOI document stamped and signed by authorized signatory of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company.
- 11.2. Application form duly filled, stamped and signed by authorized signatory of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company as per format "Annexure-I" of this EOI documents.
- 11.3. Self attested & stamped copy of last three years till financial year 2020-21 audited Balance Sheet and Profit & Loss Account of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company copy of ITR.
- 11.4. Self attested & stamped copy of GST registration certificate.
- 11.5. Self attested & stamped copy of PAN of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company.
- 11.6. Self attested & stamped copy of valid Registration Certificate of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company.
- 11.7. Self attested & stamped copies of some of the documents/supply orders/Invoices which shows the experience of the applicant in sales and distributions, financial year wise, for the every financial year of the total experience ending up to 31st March, 2021.
- 11.8. Self attested & stamped copy of valid address proof of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company Address proof of the firm, in case of proprietorship shall be telephone bill/copy of passport / electricity bill, for partnership firm shall be certificate of registration whereas in case of others relevant certificate of incorporation issued by the concerned authority.



- 11.9. Self attested copy of Aadhar card of authorized signatory.
- 11.10. Copy of the Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
- 11.11. Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per format "Annexure-IV".
- 11.12. Self attested & stamped copy of this EOI document as a token of acceptance of terms & conditions of this EOI document.
- 11.13. List of Directors / Partners of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company as per attached format at "Annexure-V".
- 11.14. Self Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- 11.15. Self Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company for not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in the e-auctions.
- 11.16. Self Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company for not been prosecuted for violation of rules / laws under Essential Commodities Act or any such others laws or orders there under in any court of laws.
- 11.17. Self declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company for not being under liquidation, court receivership and/or similar proceeding.
- 11.18. Self declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- 11.19. Bank account details of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company (copy of cancelled cheque/ passbook).
- 11.20. Undertaking for consortium as per annexure – VII Non-Refundable Participation fee: Interested applicant(s) shall require to pay non-refundable fee of Rs.5900/- (Rs. Five Thousand Nine Hundred Only) (inclusive of 18% GST) for participation in this EOI. Fee can be paid through DD/RTGS/NEFT in favour of NAFED as per bank account details given as under: -

NAME OF THE BENIFICERY	: NAFED
ACCOUNT NUMBER	:309009093946
NAME OF BANK	:RBL BANK
ADDRESS OF THE BANK	:SIDHARTHA ENCLAVE, NEW DELHI
IFSC CODE	:RATN0000292

DD/ NEFT/ RTGS shall be in favour of National Agricultural Cooperative Marketing Federation of India Ltd., payable at New Delhi towards EOI document Fee (Non-Refundable).

11.21. Annexure-I Annexure-II, Annexure-III, Annexure-IV, Annexure-V, Annexure-VI, Annexure VII (if applicable) AND Annexure-VIII duly filled in, signed and stamped.

## **12. INTIMATION TO THE SUCCESSFUL APPLICANT(S)**

- 12.1. NAFED will intimate the successful Applicant(s) well before the validity of the EOI through email or fax or phone.
- 12.2. Acceptance letter will be issued with price confirmation (if any) and other required details via email/fax.
- 12.3. Successful Applicant will also need to sign a separate Service Level Agreement with NAFED within 5 (five) working days of selection.

## **13. Authorized Signatory**

The person signing the EOI documents should be the duly authorized representative of the Applicant and whose signature should be verified and certificate of authority should be scanned and submitted. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind with the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company should be scanned and annexed to the EOI. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

## **14. Opening and evaluation of EOIs**

- 14.1. EOI applications (complete in all respect) received along with processing fees by stipulated time will be opened and scrutinized by duly constituted committee of NAFED. The committee will examine the documents provided vis-a-viz requirements of Nafed as per terms & conditions given in this document. Nafed reserves its right to accept or reject any or all the applications without specifying any reason and/or ask for any additional and/or missing documents from the interested companies/parties. EOI received without EOI fees and EMD will be rejected straight away.
- 14.2. During the evaluation, NAFED at its discretion may call upon the Applicant to give presentation on their offer, to explain their capability to undertake the work as mentioned in this EOI and to respond to any question from NAFED. The place for presentation shall be conveyed to the Applicants at an appropriate date. Failure on part of Applicant to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of EOI application.
- 14.3. Initially maximum 2 parties (Including the previously selected /empanelled Channel Partner through previous EOI in this regards) shall be selected for each state in first phase through this EOI. If there is more than 2 eligible bidders than selection/empanelment shall be done on the basis of merit however, the already selected Channel partner shall be given preference.
- 14.4. NAFED may consider to waive off any minor infirmity or non-conformity or irregularity in a EOI which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Applicant.

14.5. The selected Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company will be informed regarding acceptance of their application(s) and shall be further advised for participation in EOI process.

**15. Nafed's Right to amend the Scope of Work.**

- 15.1. If, for any unforeseen reasons, NAFED would require to change the Scope of work, this change shall be acceptable to the Applicant without change in application submitted under this EOI.
- 15.2. NAFED reserves the right to reject one/ all the EOI applications or cancel the EOI without assigning any reasons thereof.

**16. Corrupt or Fraudulent Practices.**

- 16.1. It is expected that the Applicants who wish to EOI for this supply have highest standards of ethics.
- 16.2. NAFED will reject EOI if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices while competing for this EOI.
- 16.3. NAFED may declare an Applicant ineligible, either indefinitely or for a stated duration, to be awarded or contact if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contact.

**17. Interpretation of the clauses in the EOI Document**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI Document, NAFED's interpretation of the clauses shall be final and binding on all Applicants/parties.

\*\*\*\*\*

**END OF SECTION III**

## **SECTION -IV**

### **GENERAL PROVISIONS AND APPLICABLE LAWS**

#### **1. Applicable Laws, Jurisdiction And Dispute Resolution**

- 1.1. This EOI documents and award of work/Purchase order under this EOI documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Delhi and High court of Delhi shall have the jurisdiction in all the 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 purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- 1.2. All or any dispute arising out or touching upon or in relation to the terms of this EOI documents including the interpretation and validity of the terms thereto 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 Acts of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
- 1.3. There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement (SLA). Post award work obligations shall be dealt as per the Service Level Agreement to be executed between NAFED and successful Applicant(s) after EOI. Terms and conditions of both EOI and SLA shall be read in tandem with each other as far as the interpretation of contractual obligations between the parties are concerned.

#### **2. 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.

#### **3. HOLIDAY LISTING**

Notwithstanding anything contained in this EOI documents, NAFED's policy for Holiday-Listing of an 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, NAFED's 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.

#### **4. PREVENTION OF FRAUD AND CORRUPTION**

- 4.1. The applicant(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Applicant(s) agree and undertake to observe the principles/ provisions as laid down in "Integrity Pact" of NAFED (As per Annexure-VIII) during their participation in the EOI process, during the process of EOI and in any other transaction with NAFED.
- 4.2. The Applicant(s) 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 EOI process or during the process of EOI.
- 4.3. 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.
- 4.4. The Applicant(s) shall not commit or allow any employees of NAFED 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 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.
- 4.5. The Applicant(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- 4.6. The Applicant(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

#### **5. INTERPRETATION OF THE CLAUSES IN THIS AGREEMENT**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Agreement, NAFED's Competent Authority interpretation of the clauses shall be final and binding on Applicant(s).

#### **6. GENERAL CONDITIONS**

- 6.1. Violation in any terms & conditions of this Agreement is not allowed.
- 6.2. At any stage of the supply process, if it is found that Applicant(s) has given incorrect and misleading certificate/information/document(s), NAFED shall free to take suitable action including cancellation of EOI, forfeiture of security / EOI security amount etc.

- 6.3. The current EOI shall be independent of any previous ongoing/completed contract that may have been entered into between NAFED and the Applicant(s).
- 6.4. NAFED reserves the rights to call for any additional information/documents from Applicant(s) and same shall be submitted by the Applicant(s) to NAFED within given time period.
- 6.5. NAFED reserves the right to cancel/rescind this EOI in totality without assigning any reason.
- 6.6. NAFED reserves the right to increase or decrease the no of the stores to be opened by the selected cahnnle partner in this EOI without assigning any reason.
- 6.7. This EOI shall be governed and construed in accordance with the Indian Laws.

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**END OF SECTION IV**

## Annexure I

Application Letter (on letter head of the Corporation / Company / Firm / LLP / Trust/  
Society (including Cooperative) / SPV through its Parent Company)

To,  
Manager (CMD),  
NAFED, Head Office  
Siddhartha Enclave, Ashram Chowk  
Ring Road, New Delhi -14.

Dear Sir,

I/We, submit processing fee for selection/empanelment of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company as channel partners for opening of Nafed retail stores for sales and distribution of Nafed products in the allocated state/district(s)/area.

I/We have thoroughly examined and understood all the terms and conditions as contained in the Expression of Interest (EOI) and agree to abide by them.

I/We hereby declare that the I/ Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company is duly authorized to sign and submit this application.

Yours Faithfully,

Authorized Signatory

Name :

Designation :

Mobile Number :

Email ID :

Date :

**Application Form**

Name of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company	
Firm type (Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company)	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company	
GST Registration No.	
License/Certification, if any	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	

**Financials****(Rs. In Lakhs)**

Particulars	FY-----	FY----	FY ----
Total Turnover			
Net worth			



**Annexure –III**

**Work Experience and Corporation / Company / Firm / LLP / Trust/ Society  
(including Cooperative) / SPV through its Parent Company profile**

(If required Extra sheet may be taken for providing information)

- 1) Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company Introduction:
- 2) Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company is Manufacturer/Trader/Distributor:-
- 3) Name of Brand/Product deals in:-
- 4) Organization Structure
- 5) Current operational area (State(s) wise/district(s) wise).
- 6) No of Existing Grocery Retail Stores, C&F and Distributors State(s) wise/District(s) wise/Ares(s) wise.
- 7) Detail of any infrastructure available

## Annexure-IV

### Format of certificate to be issued by Chartered Accountant

To,  
Manager (CMD),  
NAFED, Head Office  
Siddhartha Enclave, Ashram Chowk  
Ring Road, New Delhi -14.

We hereby certified that M/s..... having registered office at..... is engaged in the business of..... and their turnover and net worth for the last three preceding financial years from the above business is as per details given below :-

SN	Particulars	F.Y.....		F.Y.....		F.Y .....	
		Qty (MT)	Value (Rs.in lakh)	Qty (MT)	Value (Rs.in lakh)	Qty (MT)	Value (Rs.in lakh)
01.	Total Turnover						
02.	Net Worth	-----		-----		-----	

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority)

Designation

Membership No.

Mobile No.:-

Place of Issue:

**(On the letterhead of the Corporation / Company / Firm / LLP / Trust/ Society  
(including Cooperative) / SPV through its Parent Company)**

Details of Director(s) / Partner(s)

S.No.	Name of the Director/Partner	Residential Address	Mobile No. & Email ID	Aadhar No.

**Undertaking from Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company (to be submitted on the letter head)**

Date: -

To

The Managing Director,  
National Agricultural Cooperative Marketing Federation of India Ltd.  
NAFED House, Sidhartha Enclave, Ashram Chowk  
New Delhi-110014

Dear Sir,

This has reference to the EOI reference no.

\_\_\_\_\_ dated  
.....published in the website of NAFED. In response to the said EOI, I/ we  
have submitted our EOI at your office.

In connection with the above EOIs, I / we hereby declare and undertake as under: -

- (i) That we are neither related to any member(s) of your Board of Directors, Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
- (ii) That we have read this EOI documents completely and all terms & conditions given in this EOI documents are acceptable to me/us.
- (iii) That we have not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- (iv) That we have not been involved in any major litigation that may have an impact of affecting or compromising participation in this EOI.
- (v) That in case of any violations to the above declarations at any stage of the EOI, NAFED reserves the sole right to cancel the candidature under this EOI.

For and on behalf of .....

(Authorized Signatory with Corporation / Company / Firm / LLP / Trust/ Society  
(including Cooperative) / SPV through its Parent Company seal/Stamp)

**ANNEXURE VII:**

**ON THE LETTERHEAD OF THE BIDDER / LEAD MEMBER OF CONSORTIUM**  
**TO WHOMSOEVER IT MAY CONCERN**

This is to state that for the purpose of the EOI for Selection/Empanelment of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / SPV through its Parent Company as channel partners for opening of NAFED retail stores for sales and distribution of NAFED products.

We have agreed to form a Consortium as under:

S.No.	Name Of Agency	Name of Signing Authority Along With Designation	Role in Consortium
1			Lead Applicant
2			Supporting Applicant
3			Supporting Applicant

Signature Party 1:

Signature Party 2:

Signature Party 3:

Please Note:

1. NAFED leaves it to the applicants to have separate operational agreement.
2. The Lead Bidder shall be responsible for all compliances to NAFED.

**INTEGRITY PACT**

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Co-operative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Acts, 2002 (as amended up to date), having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through ..... (hereinafter referred to as the "The Principal", as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the ONE PART And

And

.....a company incorporated under the Companies Acts, 1956 or 2013 or Partnership Firm duly registered vides Deed of Partnership dated..... or Proprietorship Firm, through its Director/Partner/Proprietor Mr./Mrs. and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART.....,

**PREAMBLE**

- A.** The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).
- B.** In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the bidders/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

**Article: 1- Commitments of the Principal**

- 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a

promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Acts, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Article: 2 – Commitments of the Bidders(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) /Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Acts; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors.**

**Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**

- e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

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

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

**Article: 4- Compensation for Damages**

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

**Article: 5 – Previous transgression**

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

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

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.



2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

**Article: 8 - Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Managing Director, Nafed.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of confidential Information' and of 'Absence of Conflict of interest '. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, Nafed and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding

recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Managing Director, Nafed within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, Nafed, a substantiated suspicion of an offence under relevant IPC/PC Acts, and the Managing Director, Nafed has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
9. The word "Monitor" would include both singular and plural.

#### **Article: 9 – Pact Duration**

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

#### **Article: 10 – Other provisions**

1. This agreement is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

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

Witness 1:  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_