



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
For
EMPANELMENT OF IMPLEMENTING PARTNER(S) FOR
INTERNATIONAL YEAR OF MILLETS-2023

EOI No.: - HO/RBD/IMPLEMENTING PARTNER(S)/IYM2023/2022-23/01

Manager

Retail Business Division, NAFED, 2nd Floor,

NAFED House, Ashram Chowk,

Ring Road, New Delhi -110014 (India)

E-Mail: ranjan@NAFED-india.com, Ph-011- 26340248

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EMPANELMENT OF IMPLEMENTING PARTNER(S)
FOR INTERNATIONAL YEAR OF MILLETS-2023

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), Ashram Chowk, Ring Road, New Delhi-110014 invites sealed Expression of Interest (EOI) for Empanelment of Implementing Partner(s) for International Year of Millets-2023. NAFED, with a view to commemorate the International Year of Millets-2023, by conducting a range of activities and developing strategies for expanding the presence of Millet and Millet based products to customers has intended to empanel Implementing Partner(s) dealing in strategizing and implementation government funded projects. 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, Retail Business Division (RBD).

Manager

Retail Business Division, NAFED, 2nd Floor,

NAFED House, Ashram Chowk,

Ring Road, New Delhi -110014 (India)

E-Mail: ranjan@NAFED-india.com, Ph-011- 26340248

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.

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.

2. 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 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.
3. 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 of 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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, 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. Implementing Partner(s) will have no claim whatsoever against neither NAFED nor its employees, officers.
9. 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>
10. Mere submission of an EOI does not ensure selection/empanelment of the Applicant.

END OF SECTION I

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 the central nodal agency 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. Additionally, being the implementation partner for PM FME Scheme, NAFED has developed multiple FMCG products under the scheme. The products are being sourced from various districts across the nation and are being produced by manufacturers at a micro enterprise level. NAFED has been continuously adding more products under the portfolio of the PM FME scheme. The products are showcased at retail outlets and institutional chains, and have expanded the reach of grass root level manufacturers on a national scale.
- 1.4. 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 Mussoorie 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.
- 1.5. 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. Hon'ble Prime Minister Shri Narendra Modi Ji declared 2018 the National Year of Millets (IYM) - 2023. With an aim to feed India's expanding population by increasing millet production followed by a boost in its market demand, the campaign soon took the global stage. Recognizing the potential of the movement, United Nations General Assembly (UNGA) adopted this initiative by declaring 2023 as the International Year of Millets to aid in reviving millet cultivation around the world and raising awareness about its health benefits.
- 2.2. In order to make millets a mainstream and popular food grain and make millet-based products more accessible to a larger population and market, along-with celebrating the International Year of Millets in 2023, NAFED under a government funded project hereby invites proposals for Empanelment of Implementing Partner(s) for International Year of Millets-2023.
- 2.3. The Applicant fulfilling the eligibility criteria and securing the highest marks as per the Technical Scoring criteria will be empaneled as Implementing Partner(s).
- 2.4. Interested and eligible Applicants under the EOI shall be required to submit copy of each required documents before the last date & time given in this EOI documents.
- 2.5. After scrutiny of EOI documents submitted by applicants, NAFED shall shortlist the eligible Applicants as per NAFED procedure and norms.
- 2.6. NAFED reserves the right to accept or reject any or all EOI documents without assigning any reason thereof. The issue of this EOI document does not in any way commit or otherwise obliges NAFED to proceed with any or all parts of the EOI process.

END OF SECTION II

SECTION -III

GENERAL CONDITIONS AND INSTRUCTIONS TO APPLICANTS

1. Scope of Work

- 1.1. NAFED intends to empanel Implementing Partner(s) to conceptualise and implement various activities and initiatives for the International Year of Millets-2023 (IYM-2023).
- 1.2. The Scope of Work/Services for the Implementing Partner(s) will be to develop and implement strategies by providing end to end services, pan India, including but not limited to:
 - a) Planning and executing innovative activities for the IYM-2023
 - b) Planning and conducting Conferences, cultural events, workshops and related events for IYM-2023
 - c) Collaborating with other government institutions and departments for any work related to NAFED's role under the IYM-2023
 - d) Creating awareness about the various activities and initiatives being carried out by NAFED w.r.t IYM-2023 through various print and digital media channels
 - e) Conducting Market research in the processing sector for millet-based products
 - f) Developing Millet products and brands in consonance with the IYM-2023
 - g) Manage procurement of products, goods and materials as per NAFED's instructions
 - h) Designing artwork, banners, product labels and any similar marketing collaterals for IYM-2023
 - i) Ensuring proper documentation of all activities executed by NAFED under IYM-2023 through proposals, editorial write-ups, white papers, coffee table books, and similar documents as prescribed by NAFED
 - j) Oversee logistics channels for products, goods and materials
 - k) Coordinate with Group of 20 (G20) and Ministry of External Affairs (MEA) for any work related to NAFED's role under the IYM-2023
 - l) Developing publicity and marketing collaterals
 - m) Hiring of vehicles and equipment
 - n) Engaging, recruiting and supplying manpower
 - o) Engaging Vendors, third-party services providers, contractors and sub-contractors
 - p) Any other work related to NAFED's involvement for the IYM-2023
- 1.3. NAFED may enhance or reduce the requirement of services, equipment or personnel as per actual requirement. NAFED further reserves the right

to select all or part of any of the services specified in the Scope of Work at any time during execution of the Contract.

- 1.4. The Applicants shall submit a presentation along with their proposal in this respect, on the basis of which further scope of work shall be decided by NAFED for the Implementing Partner(s).

2. Terms & Conditions

- 2.1. Applicants will neither misuse nor do anything that tarnishes the image and jeopardize the interest of NAFED.
- 2.2. Applicants will not be entitled to assign or transfer the benefit of this EOI to any other person/firm without the prior written consent of NAFED.
- 2.3. In the event of non-fulfillment of any of the conditions of this EOI or termination of this EOI by NAFED, Implementing Partner(s) shall not be entitled to any compensation by NAFED.
- 2.4. After selection, there shall be separate legal clauses pursuant to award of work and the same shall be incorporated in a Service Level Agreement (SLA) to be entered into by NAFED and the empaneled Implementing Partner(s). Post award of work obligations shall be dealt with as per the Service Level Agreement. 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 is concerned.
- 2.5. It is also incumbent on the Implementing Partner(s) that all terms and conditions of the SLA between NAFED and the Implementing Partner(s) shall be followed by Implementing Partner(s).
- 2.6. Protection of IPR: It shall be incumbent upon the Implementing Partner(s) to ensure the protection and unauthorized use of NAFED's intellectual property rights while discharging its obligations. 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 Implementing Partner(s) at their risk and cost.

3. Contact

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

4. Eligibility Criteria for EOI

4.1. Minimum Eligibility Criteria

The following are the minimum qualifications expected of the Applicants:

S. No.	Eligibility Criteria	Supporting Document Required
1	The applicant shall be a single entity, registered as a Corporation/ Company/ Firm/LLP/Trust/Society (including Cooperative), under respective acts in India and should have been in existence in India for the last three years	<ul style="list-style-type: none">• Certificate of Incorporation from concerned Authority
2	The Applicant must be registered in India with appropriate tax and other administrative authorities.	<ul style="list-style-type: none">• PAN Card• GST registration
3	The Applicant shall have a minimum average business turnover of Rs.1 Crore over the last three financial years (Years of 2019-20, 2020-21 and 2021-22).	<ul style="list-style-type: none">• Certificate from the Chartered Accountant of the Organization
5	The Applicant should have carried out a similar assignment. (Applicants that have carried out similar assignments for Indian Government organizations would be given preference)	<ul style="list-style-type: none">• Copy of work orders or relevant proofs

4.2. Technical Scoring Criteria

SNO.	SCORING CRITERIA	MAXIMUM MARKS
1	Specific Capability / Experience of the Applicant relevant to the assignment (Similar work Executed)	70

1.1	Experience of conducting Market Research in the Food Processing Sector such as Consumer Surveys	5
1.2	Experience of developing Millets based food products	5
1.3	Experience of conducting Marketing and Promotional activities for food products such as Millet Based Products	20
1.3.1	1-3 activities	5
1.3.2	3-5 activities	10
1.3.3	6-9 activities	15
1.3.4	10 or more activities	20
1.4	Experience in developing marketing collaterals and publicity material for food products such as millet-based products	10
1.5	Experience of conducting sale of food products such as millet-based products	10
1.6	Experience in implementing similar government programmes	10
1.7	Experience of developing content and management for Social Media	10
2	Approach and Methodology	30
2.1	Details of Methodology and Approach	30
	<i>The marks for Approach and Methodology will be given by the Committee based on presentation by the applicant on the Detailed Project Proposals submitted by him.</i>	

A maximum of 100 marks may be scored in the Technical Scoring Criteria.

5. Availability of EOI Document

- 5.1. The EOI documents can be downloaded from NAFED's website (www.NAFED-india.com).

- 5.2. Original documents are required to be submitted to Manager, Retail Business 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	17/03/2023
EOI Submission Start Date and Time	10.00 AM, 18/03/2023
Pre-bid meeting date	02.00 PM, 24/03/2023
EOI submission End Date and Time	02.00 PM, 05/04/2023
EOI Opening Date and Time	03.00 PM, 05/04/2023

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 (RBD) NAFED, Head Office, New Delhi Email: 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 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** with the subject "Expression of Interest (EOI) for Empanelment of Implementing Partner(s) for International Year of Millets-2023– 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 03 (three) 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, Retail Business 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 Applicants shall submit Expression of Interest documents in original downloaded 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 Rupees 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. Fee can be paid through DD/RTGS/NEFT in favour of NAFED as per bank account details given as under:

BANK ACCOUNT DETAILS

NAME OF THE BENEFICIARY : NAFED
ACCOUNT NUMBER : 000394600000220
NAME OF BANK : YES BANK
ADDRESS OF THE BANK : CHANAKYAPURI, NEW DELHI
IFSC CODE : YESB0000003

- 10.4. Bid must be accompanied with interest free Earnest Money Deposit (EMD) of INR 1,00,000/- (One Lakh Rupees 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 BENEFICIARY : NAFED
ACCOUNT NUMBER : 309009093946
NAME OF BANK : RBL BANK
ADDRESS OF THE BANK : DEFENCE COLONY, NEW DELHI-
110024
IFSC CODE : RATN0000292

- 10.5. 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 Applicant with his usual signature.
- 10.6. The signatory of the application qua this EOI shall be authorized to sign and submit the EOI to bind the Applicant in the matter must sign expression of interests by Applicant with the legal name of the Applicant.
- 10.7. Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- 10.8. In case any documents uploaded under this EOI are found to be tempered/ modified in any manner, EOI will be summarily rejected.
- 10.9. NAFED reserves, at its sole discretion, the right to approve or reject any or all EOI application(s) without assigning any reason.

- 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 Applicant as a token of acceptance of terms & conditions of this EOI document.
- 11.2. Application form duly filled, stamped and signed by authorized signatory of the Applicant as per format "Annexure-I" of this EOI document.
- 11.3. Self-attested & stamped copy of last three years till financial year 2021-22 audited Balance Sheet and Profit & Loss Account of the Applicant's copy of ITR.
- 11.4. Self-attested & stamped copy of GST registration certificate.
- 11.5. Self-attested & stamped copy of PAN of the Applicant.
- 11.6. Self-attested & stamped copy of valid Registration Certificate of the Applicant.
- 11.7. Self-attested & stamped copy of valid address proof of the Applicant shall be submitted.
- 11.8. Self-attested copy of Aadhar card of authorized signatory.
- 11.9. Copy of the Board Resolution in favour of the Authorized Signatory.
- 11.10. Turnover Certificate for the last three financial years issued by Chartered Accountant as per format "Annexure-IV".
- 11.11. List of Directors / Partners of the Applicant as per attached format at "Annexure-V".
- 11.12. Self-Declaration on letter head as per "Annexure-VI"
- 11.13. Integrity Pact as per "Annexure VII".
- 11.14. Self-attested & stamped copy of declaration cum Undertaking pursuant to Section 206AB and Section of the Income Tax Act, 1961 as per format "Annexure VIII" of this EOI Document.
- 11.15. All Annexures should be duly filled in, signed and stamped.

12. Intimation to the Implementing Partner(s)

- 12.1. NAFED will intimate the Implementing Partner(s) 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. Implementing Partner(s) will also need to sign a separate Service Level Agreement with NAFED within 30 (Thirty) working days of selection/empanelment.

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 Applicant 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 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.
- 14.2. The Applicants not meeting the Minimum Eligibility Criteria shall be outrightly rejected.
- 14.3. During the evaluation, NAFED shall call upon the Applicants to give presentation on their proposals, 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.

- 14.4. The empanelment of the Implementing Partner(s) shall be done in accordance with the marks scored by the Applicant(s) in the Evaluation Criteria procedure as prescribed under this EOI document as well as the presentation and interview of the Applicants conducted by NAFED.
- 14.5. As per requirement, NAFED shall call financial bids from the empaneled Applicant post the presentation specifying the scope of work and the eligibility of the Applicant to carry out the specified scope of work.
- 14.6. NAFED may consider waiving off any minor infirmity or non-conformity or irregularity in an EOI which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Applicant.
- 14.7. The eligible Applicants 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 Applicants 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 Applicant who wishes to submit proposals for this EOI 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 Implementing Partner(s) have 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 EOI and parties to this EOI 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.

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 EOI and in the event, the agency(s) while discharging its obligations under the EOI 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-VII) 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 EOI

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI, 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 EOI 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. This EOI shall be governed and construed in accordance with the Indian Laws.

END OF SECTION IV

Annexure I

Application Letter (on letter head of the Implementing Partner)

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

Ref: EOI No. – _____ dated -----

Sub: EOI for Empanelment of Implementing Partner(s) for International Year of Millets-2023.

Dear Sir,

With reference to the above, I am/ We are enclosing our application for the EOI for Empanelment of Implementing Partner(s) for International Year of Millets-2023.

I / We hereby reconfirm and declare that I / We have carefully read and understood the above referred EOI document including instructions, terms & conditions and all the contents stated therein and all subsequent corrigendum published on Institute website.

I/We hereby declare that the I am/ We are duly authorized to sign and submit this application.

Yours Faithfully,

Authorized Signatory

Name :

Designation :

Mobile Number :

Email ID :

Date :

Application Form

Name of the Firm	
Company / Firm Type	
Head Office Address	
GST number	
PAN No.	
License/Certification, if any	
Name of Authorized person along with designation	
Email Id of Authorized Person	
Mobile Number of Authorized Person	
Aadhaar Card Number of the Authorized Person	
Bank Account Number of the Firm	
Branch and address of Bank	
Bank IFSC Code	

Prior Work Experience and Implementing Partner profile

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

- 1) Implementing Partner Introduction
- 2) Name of Present and Past Clientele
- 3) Similar Assignments undertaken by the Implementing Partner (copy of work order or relevant proofs to be attached)

Format of certificate to be issued by Chartered Accountant

To,
Manager (RBD),
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 for the last three preceding financial years is as per details given below :-

Particulars	F.Y.....	F.Y.....	F.Y
Total Turnover			

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority)

Designation

Membership No.

Mobile No. :

Place of Issue:

Annexure-V

(On the letterhead of the Implementing Partner)

Details of Director(s) / Partner(s)

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

Annexure –VI

Undertaking from Implementing Partner (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. _____
datedpublished on 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 we are not under liquidation, court receivership, and/or any similar proceedings.
- (vi) 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 Implementing Partner seal/Stamp)

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

.....a company incorporated under the Companies Acts, 1956 or 2013 or Partnership Firm duly registered vide 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/Applicant/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 Applicant(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 Applicants/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 Applicant (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Applicant(s) the same information and will not

provide to any Applicant(s) confidential/additional information through which the Applicant(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 Applicants(s)/Contractor(s)

1. The Applicant(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Applicant(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 Applicant(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 Applicant(s)/Contractor(s)/Vendor(s) will not enter with other Applicants 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 Applicant(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Acts; further the Applicant(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 Applicant(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Applicant(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 Applicant(s)/Contractor(s)/Vendor(s). Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**
 - e) The Applicant(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) Applicant(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 Applicant(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 Applicant(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 Applicant(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 Applicant(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 Applicant 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 Applicant 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 Applicants / 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 Applicants and Contractors.
3. The Principal will disqualify from the tender process all Applicants who do not sign this Pact or violate its provisions.

Article: 7 - Criminal charges against violating Applicant(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Applicant, Contractor or subcontractor, or if an employee or a representative or an associate of a Applicant, 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 Applicants / Contractors as confidential. He /she will report to the Managing Director, NAFED.
3. The Applicant(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 Applicant(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 Applicants 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Applicants 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. 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.
4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
5. 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 Applicant/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure VIII

(ON YOUR COMPANY'S LETTER HEAD)

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

To,
M/s NAFED
National Agricultural Cooperative Marketing Federation of India Ltd.
NAFED House, Sidhartha Enclave, Ashram Chowk
New Delhi-110014

Dear Sir/Madam,

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

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

Financial Year for which Income Tax Return was due as per Section 139(1)	Filed / Not filed	Date of Filing	ITR Acknowledgement No.	TDS/TCS is Rs. 50000/- or more (Yes/No)
2021-22				
2020-21				
2019-20				

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

For _____ (Name of Entity)

Signature: _____
Name of person: _____
Designation: _____
Place: _____
Date: _____

CHECKLIST OF DOCUMENTS

DOCUMENTS	COMPLIED YES / NO	PAGE NUMBER OF THE ATTACHED DOCUMENT
ESSENTIAL REQUIREMENTS		
Application Letter as per Annexure-I		
Application form as per Annexure-II		
Prior Work Experience and Implementing Partner profile as per Annexure-III		
Certificate to be issued from Chartered Accountant as per Annexure-IV		
Details of Directors of the Implementing Partner as per Annexure-V		
Undertaking from Implementing Partner as per Annexure-VI		
Integrity Pact as per Annexure-VII		
Undertaking pursuant to Section 206AB as per Annexure-VIII		
Checklist of documents as per Annexure-IX		
Self-attested copy of document defining legal structure (certificate of incorporation)		
Self-Attested copy of the PAN number of the Applicant		
Self-Attested copy of the GST number of the Applicant		
Self-Attested proof of address of the Applicant		
Self-Attested copy of Audited Balance Sheet & Profit & Loss Account of the Applicant		
Original or Copy of board resolution for authorised signatory / representative		
Self-Attested copy of the Aadhaar Card of the Authorized Person		
EMD payment acknowledgement		
Non-refundable processing fee payment acknowledgement		
Copy of this EOI Document duly stamped and signed by the Authorized Signatory		

