



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 REQUEST FOR PROPOSAL FROM ELIGIBLE APPLICANTS

For

**SELECTION OF CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY
(INCLUDING COOPERATIVES) AS LOGISTICS PARTNER FOR SOURCING,
PROCUREMENT, PACKAGING, STORAGE AND DISTRIBUTION / SUPPLY OF
NAFED AND OTHER APPROVED PRODUCTS FOR RETAIL AND
INSTITUTIONAL SALES IN REGIONAL, DOMESTIC AND INTERNATIONAL
MARKETS**

RFP No.: - NAFED/HO/RBD/RFP/2022-23/01

Dated: 29.03.2023

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OF NAFED PRODUCTS AND OTHER APPROVED PRODUCTS FOR RETAIL
AND INSTITUTIONAL SALES IN REGIONAL, DOMESTIC AND
INTERNATIONAL MARKETS.

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), Ashram Chowk, Ring Road, New Delhi-110014 invites sealed Request for Proposal (RFP) for selection of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) as Logistics Partner for sourcing, procurement, packaging, storage and distribution / supply of NAFED and other approved products, with a view to expand its presence in retail as well as in institutional sales for regional, national and international markets. 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 RFP which shall be opened in the presence of parties or their authorized representatives on the same date and time as prescribed in this RFP. 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,

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SECTION I

NOTICE OF DISCLAIMER

1. The information contained in this RFP document or subsequently provided to intending applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperatives 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 RFP document and all other terms and conditions subject to which such information is provided.
2. No part of this RFP 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 RFP 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 RFP. The data and any other information wherever provided in this RFP 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 RFP 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 RFP 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 RFP process in relation to the supply. Applicants have to undertake their own studies and provide their RFP.
5. This RFP 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 RFP document have been made in good faith. Interested applicants should rely on their own judgments in participating in this RFP process. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
7. The RFP 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 law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
8. NAFED reserves the right to reject all or any of the RFP submitted in response to this RFP 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 modify, suspend, change or supplement this RFP at any stage. Any change to this RFP documents shall be uploaded on NAFED website <http://NAFED-india.com>
11. Mere submission of an RFP does not ensure selection of the applicants as Successful applicants.

END OF SECTION-I

SECTION – II

INTRODUCTION AND OVERVIEW

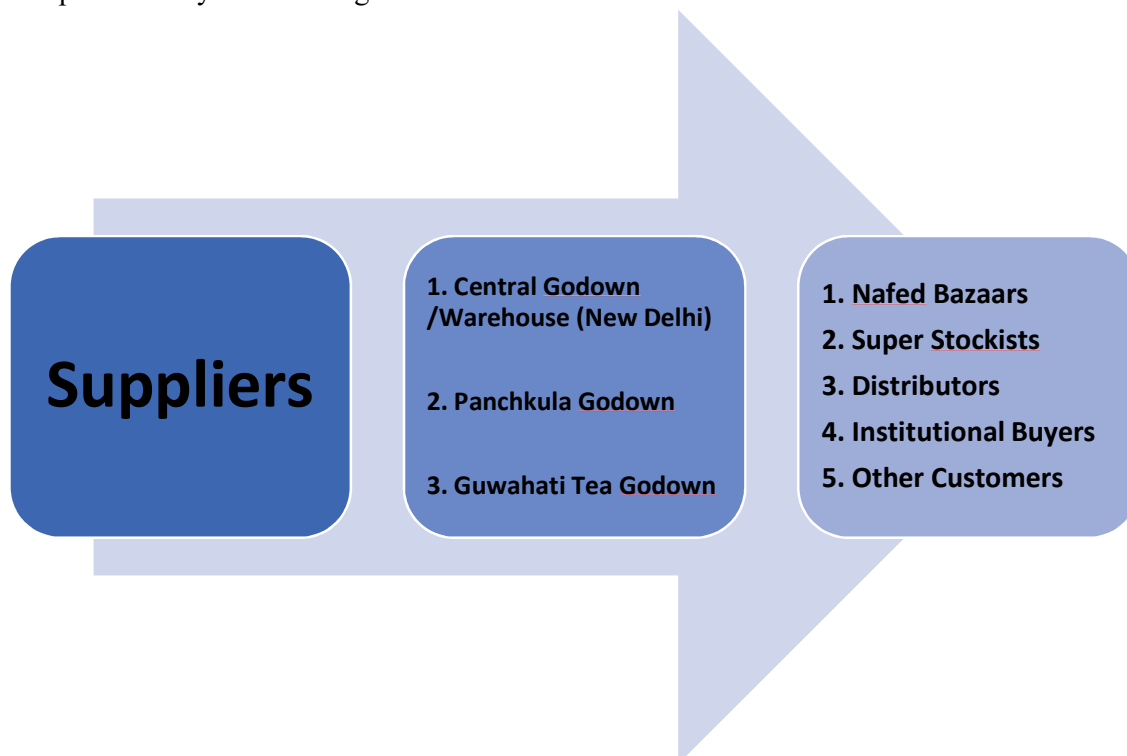
1 About NAFED

- 1.1 National Agricultural Cooperatives 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 Guwahati.
- 1.3 NAFED is also supplying grocery and other items to prestigious institutions in the country including reputed Hospitals, Public Sector Undertakings, Schools, Hostels, Ministries, IITs.
- 1.4 NAFED branded products like NAFED Tea, NAFED Pulses, Rice, Besan, Spices, Rice Bran oil and Mustard oil are very popular among the consumers and have received an overwhelming response owing to which NAFED has decided to venture in the General Trade market by developing and expanding its distribution channel to establish a supply chain, where in the sourcing, procurement, packaging, storage and distribution / supply takes place.
- 1.5 One District One Product (ODOP): Ministry of Food Processing Industries (MoFPI), Government of India in collaboration with National Agricultural Cooperative Marketing Federation of India (NAFED) launched ten One District One Product (ODOP) brands and 20 ODOP Products under the Pradhan Mantri Formalisation of Micro Food Processing Enterprises (PMFME) scheme in New Delhi
- 1.6 International Year of Millets (IYM-2023): NAFED is the nodal organisation under the Ministry of Agriculture & Farmers Welfare (MoA&FW) for the International Year of Millets-2023 (IYM-2023). The Ministry and NAFED are working together to build support, organise and forge effective marketing linkages for millet-based products to maximize the value capture of IYM-2023 across the country. The Ministry and NAFED will work together towards realizing the vision of promoting India as the millet capital of the world through an array of initiatives.

- 1.7 NAFED robust advertising, branding, marketing strategy ensures continued sales growth benefiting all the parties involved. NAFED will leverage its existing and upcoming retail, institutional and direct sales channel to make the products readily accessible to retail and institutional buyers for purchase. NAFED's networking is second to none and has all the right ingredients available to successfully run PAN INDIA Projects. Our extensive network, diversifying all across India is a critical factor, having opened and successfully running retail outlets covering various geographical locations.
- 1.8 NAFED has planned to circulate RFP for logistics and supply chain management in regional, domestic and international markets with the objective to establish a process to reduce time frame for door to door delivery to the customers. The selected Agency will ease the process of sourcing, procurement, packaging, storage and distribution / supply of the products, whereas the quality and pricing of Nafed brand products and other products promoted by Nafed, shall be controlled by NAFED.

2 Present Distribution Management

- 2.1 The structure of the existing Supply Chain for the NAFED Products and other products promoted by NAFED is given below.



- 2.2 Central Warehouse of NAFED is located at Mohan Cooperative Area of New Delhi where all the NAFED Products and other products promoted by NAFED are stocked. All

the products procured from manufacturers are kept at central warehouse and are available for sale, after they have passed for their quality.

- 2.3 Super Stockists and Distributors are the agents of NAFED responsible for stocking NAFED Products and other products promoted by NAFED for distribution of these products to retailers and customers; and also institutional supplies, located in the state/states for which the respective Super Stockist or Distributor is appointed.
- 2.4 There are two operating modes of NAFED Bazaars. Some of NAFED Bazaars are operated by NAFED itself and others are operated by the Franchise / Channel Partners appointed by NAFED.
- 2.5 Franchisees are business partners of NAFED and manage a number of NAFED Bazaars as a group under their technical and financial control. The Franchisee shall procure NAFED Products and other products promoted by NAFED from NAFED and also other products from other marketers and further retail and distribute to customers. All financial matters of these Franchise NAFED Bazaars are managed by the Franchisee itself.
- 2.6 The current strength of the NAFED Bazaar Stores is around 25 Stores, which is likely to go up to 500 Stores by 2025 end.

3 The Futuristic Outlook

The traditional outlook of the organisation has been based on limited presence in the market with limited stores and distribution network without taking into consideration customer satisfaction and cost optimization. This limited view accompanied with the inefficiencies inherent in the existing limited supply chain has had its pitfalls by way dissatisfaction expressed by the ultimate customers as well as the channel partners. These emerging negativities has now paved the way for a renewed approach to manage the pan India supply chain management with an ultimate aim to enhance and sustain the pan India and also International presence with Customers satisfaction.

To this end, it has now become imperative that to have a robust Supply Chain Mechanism in place so as to achieve higher levels of presence in the Indian and International markets. The futuristic outlook would be based on the following parameters;

- (a) Enhanced availability of NAFED products and other products promoted by NAFED across the Indian and International Market.
- (b) Speed of delivery.
- (c) Faster information flow.
- (d) Customer centric approach.
- (e) Agility and responsiveness.

4 Necessity for this RFP

With the aim further expand its Consumer Marketing Business and to enhance the presence in the national and international markets in line with the futuristic outlook, it is of utmost importance that positive changes be brought about at the earliest for achieving of the same.

This RFP is thus necessary for ensuring and sustaining the following aspects:

- (a) National and International presence of NAFED Products and other products promoted by NAFED.
- (b) Enhanced customer satisfaction through best possible availability of the NAFED Products and other products promoted by NAFED across the globe.

5 Goals of this RFP

NAFED invites Request for Proposal from Applicants for selection of an Agency for sourcing, procurement, packaging, storage and distribution / supply of NAFED products and other products promoted by NAFED, with a view to expand its presence in retail as well as in institutional sales for regional, national and international markets. The Agency will also be responsible for ensuring the timely supply of NAFED products and other products promoted by NAFED to Nafed Bazaar Stores and other customers as per business needs of NAFED. The scope of distribution system for this RFP will be the PAN India and also International Market.

The RFP intends to bring out the details with respect to scope of services that are deemed necessary to share with the interested Applicants.

6 Tentative Calendar Of Events

The following table enlists important milestones and timelines for completion of activities:

Date of Uploading of Documents on NAFED's website	29.03.2023
RFP Submission Start Date and Time	30.03.2023 (10:00 AM)
Pre-bid meeting date	10.04.2023 (3:00 PM)
RFP submission End Date and Time	17.04.2023 (5:00 PM)
RFP opening date and time	18.04.2023 (3:00 PM)

7 Overview

In order to further expand its Consumer Marketing Business, NAFED hereby invites Request for Proposal (RFP) for selection of Corporation / Company / Firm / LLP / Trust/ Society

(including Cooperative) as Logistic Partner for sourcing, procurement, packaging, storage and distribution / supply of NAFED products and other approved products for retails as well as institutional sales in regional, national and international markets (hereinafter called as “Logistic Partner”).

- 7.1 The Corporation / Company/ Firm/ LLP / Trust / Society (including Cooperatives) fulfilling eligibility criteria shall be allowed to source, procure, package, storage and distribute / supply NAFED products and other approved products in regional, national and international market through retail stores and institutional sales, and shall be given preference as per their network, experience and financial capacity.
- 7.2 The Applicant shall be an Indian PROPRIETORSHIP/ PARTNERSHIP FIRM/ CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) registered under appropriate act of Indian Law.
- 7.3 The Applicants shall submit their RFP as a single entity or as a Consortium of not more than three members, for jointly participating in the selection process. Applicants who are members of a Consortium shall only submit their RFP through this Consortium and not individually and/ or through any other Consortium, either directly or indirectly or through any of their associates.
- 7.4 Interested and eligible parties under the RFP, shall be required to submit copy of each required documents before the last date & time given in this RFP document.

After scrutiny of RFP, NAFED shall shortlist the eligible applicants as per NAFED procedure and inform them. The companies fulfilling eligibility criteria shall be selected and job of sourcing, procuring, packaging and distribution / supply of NAFED products and other products approved by NAFED, for retail as well as institutional sales in regional, domestic and international markets will be awarded to Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative).

- 7.5 NAFED reserves the right to accept or reject any or all RFP without assigning any reason thereof. The issue of this RFP document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of RFP process.
- 7.6 Selection of the Logistic Partner shall be done as per NAFED procedures. One applicant can submit only one application.
- 7.7 NAFED has a network of its Branches across the country and the selected Agency shall work with these branches and fulfill the requirements of the business objectives of NAFED.

END OF SECTION II

SECTION -III

GENERAL CONDITIONS AND INSTRUCTIONS TO APPLICANTS

1. Scope of Work

- 1.1. Nafed has already floated 3 EOIs (HO/CMD/EOI/2020-21/01 dated 4th Sept 2020, HO/CMD/EOI/Member Societies/2020-21/03 dated 12th March 2021 and NAFED/HO/CMD/EOI-CHANNEL PARTNER/2021-22/01 dated 10th September, 2021) for Selection 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 promoted by/marketed by NAFED to existing and upcoming Nafed Bazaars in their assigned territories. Apart from this, Nafed may also come out with such other RFPs / EOIs in this regard.

The Logistic Partner selected through this RFP shall empower the project by streamlining the supply chain of NAFED products and other products promoted by / marketed by NAFED and shall source, procure, package, store and distribute / supply to all such NAFED Channel Partners and NAFED stores as selected by above said EOIs & future EOIs / RFPs in this regard.

- 1.2. The selected Agency shall source, procure, package, storage and distribute / supply Nafed product/ other products promoted by / marketed by NAFED including organic products approved by Nafed in Retail as well as institutional sales in regional, domestic and international markets.
- 1.3. The selected Agency shall arrange to provide related infrastructure (including required manpower), at their own costs and expenses. All of the fixed costs or operational costs, including cost of space provided by Agency or NAFED or any other organization for the establishment and operating these proposed packaging facilities, warehouses for storage, retail stores and other facilities shall be borne by the selected Agency.
- 1.4. All the investments required for establishing the central warehouse, distribution centres and supply chain networks such as the packaging units, its equipments, warehousing, logistics and manpower, shall be done by the selected Agency.
- 1.5. All the products and goods sourced, packaged, distributed, stored and distributed / supplied by the selected Agency shall be made available by the Nafed directly or through selected distribution network available at that time. In case if, it is not logistically or commercially viable for Nafed or selected Agency to supply / receive the goods required, the same can be obtained from third parties with intimation and permission of NAFED.

- 1.6. The selected Agency shall submit all the records related to the purchase, receipts etc. for the products sourced, procured, packaged, stored and distributed / supplied to Nafed, on monthly basis.
- 1.7. The selected Agency will appoint the distribution / supply team for placement of Nafed products in Retail market, if required, with intimation to NAFED.
- 1.8. The selected Agency will ensure proper availability of Nafed stock in Retail Stores. All time availability of stocks at NAFED stores / godowns shall be ensured by the selected Agency and kept in proper storage conditions.
- 1.9. Nafed may appoint its representatives, time to time, to inspect and check the inventory and other relevant records of the above said central warehouse, distribution centres and supply chain networks such as the packaging units, its equipments, warehousing, logistics and manpower.
- 1.10. The selected Agency shall establish CRM that will help in building relationships with individual people including customers, service users, colleagues, or suppliers throughout your lifecycle with them, including finding new customers, winning their business, and providing support and additional services throughout the relationship.
- 1.11. The selected Agency shall agree to operate the software for billing and inventory management, if provided by Nafed, at costs of the selected Agency. Hardware, Training and other related expenses in this respect shall be borne by respective selected Agency.
- 1.12. The selected Agency shall have to take transit insurance of inventory from Warehouse to the Retail store. The cost of Premium will be borne by the selected Agency.
- 1.13. NAFED shall provide products to the selected Agency at respective rates / terms decided upon in the Service Level Agreement (SLA), and NAFED shall fix the rates at which the products are to be sold by the Agency. It is incumbent upon the selected Agency to adhere to the rates prescribed by NAFED. No deviation from the prices fixed by NAFED will be entertained.
- 1.14. Business targets shall also be fixed for the selected Agency and the details for the same shall be included in the SLA.
- 1.15. If it is found at any stage that selected Agency 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.

- 1.16. Delivery of Goods shall be done by selected Agency at a pre approved rate by NAFED. Any scheme for consumers or trade will be offered to the selected Agency, if found suitable.
- 1.17. The selected Agency shall be responsible to liaison and obtain institutional orders for supply of groceries/grains from NAFED to other Government/ Non-Government organizations at their own cost. NAFED shall facilitate and provide queries received in this regard to the selected Agency in India or abroad.
- 1.18. The selected Agency shall submit an interest free security by way of BG/DD of Rs.5,00,000/- (Rupees Five Lakhs only). The Security Deposit shall be refunded without any interest after 30 days of termination accepted by Nafed.
- 1.19. Nafed shall allow the selected Agency to implement sourcing, procurement, packaging, storage and distribution / supply through SPV company and if there is any change in equity of SPV, the selected Agency must intimate Nafed for the same in writing.
- (i) A specific request in this regard shall made to Nafed by the selected Agency along with all necessary documents of creation of such SPV along with Board Resolution of passed by the BoD of selected Agency approving the proposal of assigning of the obligations of this Agreement to said SPV.
 - (ii) It shall be incumbent upon such selected Agency 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 selected Agency as per Annexure-VI.
 - (iv) The selected Agency / Consortium partners 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, selected Agency/consortium partners shall solely be responsible for the same and Nafed shall proceed against the selected Agency in the event any loss or damages caused to Nafed.
 - (v) The selected Agency shall not assign any benefit of this agreement to any other party. If there is any change in ownership / promoters or SPV same shall be intimated to NAFED.
 - (vi) The selected Agency shall fulfill all the obligations under this RFP and shall execute a Service Level Agreement (SLA) with Nafed for revenue sharing. In case, the selected Agency execute the agreement through SPV then the designated SPV shall be the confirming party to the SLA.

- 1.20. Insurance: Insurance of factory premises, plant and machinery, warehouses, shops including stocks shall be taken by selected Agency and payment on account of premium shall be borne by selected Agency itself.
- 1.21. Product mix: Emphasis will be made on sourcing, procuring, packaging, storing and distributing / supplying the product range as per business requirement of the selected Agency subject to:
- (i) Products shall be purely NAFED products and also other products promoted and marketed by NAFED.
 - (ii) Preference shall be given to Nafed branded products and all varieties of Nafed branded products are to be supplied as per market demand without any fail.
- 1.22. Bank Account: A separate Bank account shall be opened by selected Agency for the business under this RFP.
- 1.23. The selected Agency 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.
- 1.24. Lifting of any unsold stock left with selected Agency shall be of NAFED's discretion only. Quality complaints not emanating out of any mistake in handling on the part of consumer, selected Agency or any other person but on the genuine grounds will be entertained on merit.
- 1.25. 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 selected Agency immediately. Any complaint for items not delivered by NAFED, selected Agency shall be responsible for any penalty imposed for the same.
- 1.26. The selected Agency 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 letter and spirit by the selected Agency and any burden on NAFED on account of such violation on the part selected Agency, same shall be borne by the selected Agency at its risk and cost.
- 1.27. The selected Agency will neither misuse nor do anything that tarnishes the image and jeopardize the interest of NAFED.
- 1.28. NAFED reserves the right to inspect the premises and Books of Accounts of selected Agency.

- 1.29. NAFED shall permit the operations to the selected Agency under its supervision. The selected Logistic Partner, during the continuance of contract, shall act as the Logistic Partner of NAFED.
- 1.30. The selected Agency 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.
- 1.31. It is also incumbent on selected Agency that all terms and conditions of the agreement between NAFED and Agency shall be followed by SPV, if any. Any deviation shall be considered as breach of contract.
- 1.32. The agreement shall be valid for a period of Nine (09) years, which will be further extendable to be reviewed for renewal on mutually acceptable whereas a review shall be conducted every Three (03) years from signing of this agreement subject to satisfactory performance of the selected Agency.
- 1.33. NAFED shall be at liberty to terminate the agreement with the selected Agency prematurely in the event of breach of any of the clauses contained in this agreement by the selected Agency. In such an event, the selected Agency 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 selected Agency without making any reference to this effect.
- 1.34. In the event of non-fulfillment of any of the conditions of this agreement or termination of this agreement by NAFED, selected Agency shall not be entitled to any compensation by NAFED.
- 1.35. The selected Agency 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.
- 1.36. The selected Agency 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 Retail Business Division (RBD) at NAFED, HO for appropriate remedial action.
- 1.37. It shall be incumbent upon the selected Agency to obtain appropriate license, if any required, pertaining to particular product which requires such license as per prevalent Government Rules and Regulations. The selected Agency shall not source, procure, package, store and distribute / supply any products 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 selected Agency shall be liable for all legal consequences. Any liability falls upon Nafed in lieu thereof same shall be recoverable from the selected Agency.

- 1.38. Protection of IPR: It shall be incumbent upon the selected Agency, while sourcing, procuring, packaging, storing and distributing / supplying, to ensure the protection against 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 selected Agency at their risk and cost. In the event it comes to the knowledge of Nafed that selected Agency is in violation of terms and conditions of this agreement or the way of sourcing, procuring, packaging, storing and distributing / supplying 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 selected Agency in its hand at the risk, cost and consequence of selected Agency.
- 1.39. If required, the selected Agency may be allowed to use NAFED logo with specifically mentioning the purpose of association and may write "Logistics Partner of NAFED" on their sign boards, visiting cards, letter heads, emails and other forms of communication for business purposes.
- 1.40. If NAFED continues to supply NAFED branded Products and other products promoted by NAFED to selected Agency after termination of any Agreement under this RFP, such supply will not be construed as a waiver of any such termination, or as a renewal of any Agreement.

2. Contact Person

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

3. Minimum Eligibility Criteria

S. No.	Criteria	Supporting Documents
1.	The Applicant shall be an Indian Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative).	<ul style="list-style-type: none">• Registration of Firm• Certificate of Incorporation• Document from Registrar of Societies

2.	This RFP is limited to single entity or consortium and to support this, the Applicants have to be registered under the same name and submit only one RFP 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 RFP document) has to be attached with the RFP document.	Consortium Undertaking as per format prescribed.
3.	Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) will be given preference as per their experience and financial capability.	Supporting Documents such as work Orders and Financial Documents as specified in this RFP.
4.	Priority will be given to companies having previously worked with/currently working with any Government or Semi-Government bodies/ agencies, PSUs, Cooperative Societies etc.	Work order from Relevant Government or Semi-Government bodies/ agencies, PSUs, Cooperative Societies etc. or Copies of Agreements with Government or Semi-Government bodies/ agencies, PSUs, Cooperative Societies etc.
5.	Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) should not be insolvent in last 3 years.	Undertaking as prescribed in this RFP.
6.	Applicant should have an average annual turnover of minimum Rs. 10 crores in any three of the last four financial years ending March, 2023 and should have a minimum net worth of Rs. 10 crores, independently or jointly by consortium partners, 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/	Certificate from Chartered Accountant.

	Society (including Cooperative). Provisional turnover and net worth certificate shall also be accepted for the financial year ending in March, 2023.	
7.	Applicant should have retail / supply chain / distributor experience of at least 2 years or more.	Relevant supporting documents.
8.	Applicant should have experience at sourcing, procurement, packaging, storage and distribution / supply of FMCG products. Companies with maximum such products along with established supply chain will be given preference.	Supporting Documents and Proofs stating established supply chain.
9.	Annual Audited balance sheets for any of the three financial years out of last four years, ending in March 2023, shall be enclosed as supporting document. Provisional Balance Sheet for Financial Year 2022-23 shall be considered.	Duly signed copies of Balance Sheets for the relevant years.
10.	Applicant should hold a valid Goods and Services Tax (GST) registration certificate, as applicable.	Duly signed copy of GST Certificate.
11.	Applicant should hold a valid Permanent Account Number (PAN), as applicable.	Duly signed copy of PAN.
12.	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.	Undertaking in the format prescribed in this RFP.

4. Process of Evaluation of Proposals

- 4.1 The Evaluation Committee (the “Committee”) shall evaluate the Proposals / bids. This may involve the representations from NAFED and/or other department’s experts. The decision of the Evaluation Committee in the evaluation of the proposals/bids shall be final.
- 4.2 Proposals which are late / vague / conditional / incomplete / not confirming to the laid down procedure in any respect shall be rejected.
- 4.3 Evaluations of proposals / bids shall be only on basis of information provided by the Applicants in the proposals, or any additional information provided by the Applicants

against specific requests for clarifications asked by NAFED during the evaluation process.

5. Clarifications During Evaluation of Proposals

- 5.1 During the time of the evaluation of the Proposals / Bids, NAFED may seek clarifications from the Applicant on specific items in the proposals / bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or in personal in given time.
- 5.2 The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Proposal documents. The clarifications provide the opportunity for NAFED to state its requirements clearly and for the Applicant to, more clearly, state its proposal.
- 5.3 If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by all participants.
- 5.4 The Applicant has the option to respond or not respond to these queries. If the Applicant fails to respond within the stipulated time period, NAFED has the right to make assumptions on the Proposals/Bids submitted by the Applicant and if such assumptions lead to disqualification of the Proposals/Bids, NAFED is not accountable for these omissions.
- 5.5 All the responses to the clarifications will be part of the Proposal of the respective Applicants, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between Applicant and NAFED.
- 5.6 Evaluations of Proposals/Bids will be only on basis of information provided by the Applicants in the proposals, or any additional information provided by the Applicants against specific requests for clarifications sent by NAFED during the evaluation process.
- 5.7 If any of the responses by the Applicant to the queries sent by NAFED has commercial implications, these commercial aspects will not be accommodated in the evaluation process.

6. Stage 1 of Evaluation of Proposals: Minimum Eligibility Criteria Evaluation

- 6.1 The evaluation committee will check if the Applicant has deposited RFP Document fee and the EMD along with the Proposal of the bidder.

6.2 The documentation furnished by the Applicant as given in **MINIMUM ELIGIBILITY CRITERIA** will be examined prima facie to see if the Applicant's capacity, skill base and other Applicant's attributes as claimed therein are consistent with the needs of this project.

6.3 Committee may ask Applicant(s) for additional information, and / or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the Applicant fails to submit the additional supporting documents within the given time, the proposal/bid shall be rejected.

7. Stage 2: Technical Criteria Evaluation

7.1 The Applicants' Proposal document shall be evaluated as per the requirements specified in this RFP.

7.2 The Applicants are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, audited financial statement, profiles of project resources and all others) as required for technical evaluation.

7.3 Presentation: Each pre-qualified Applicant has to make a presentation to the bid / Technical Evaluation Committee on date, time and venue as informed by NAFED.

7.4 Technical bids shall be examined by the Bid / Technical Evaluation Committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.

8. Stage 3: Presentation

8.1 The Technical Evaluation Committee (TEC) constituted by NAFED may invite qualified Applicants to make a presentation on a date, time and venue determined by NAFED to make a presentation of their Proposal. The purpose of such presentations would be to allow the Applicants to present their methodology, unique capabilities if any, the project plan and governance structure and the quality of the project team etc.

8.2 The presentation of the Proposal should be made by the proposed Program /Project manager of the Applicant for this Project with some of the key team members to support the project manager as part of the presentation team, instead of the sales representative or the senior executive of the organization.

8.3 The Applicants are expected to bear the cost of travel or any other associated cost incurred for the purpose of making these presentations.

8.4 The Technical presentation must include the following:

- i. Understanding of the Project Requirements.
- ii. Highlights of the Proposed Solution.
- iii. Proposed Approach & Methodology.
- iv. Detailed Project Plan.
- v. Proposed Distribution Network Infrastructure.
- vi. Proposed Team Composition.
- vii. Live Demo of the similar projects or solutions delivered, if any.

9. Rejection Clause

9.1 The Proposal has to be submitted in the form of printed document. The Proposals submitted by Telex, fax or email shall not be entertained.

9.2 Any condition put forth by the Applicant non-conforming to the Proposal requirements will not be entertained at all and such Proposal will be rejected.

9.3 If a Proposal is not responsive and not fulfilling the conditions, it will be rejected by NAFED and shall not subsequently be accepted even if it is made responsive by the Applicant by correction of the non-conformity. No further communication will be made in the regards.

10. Intimation To the Successful Applicant(s)

10.1 NAFED will intimate the successful Applicant(s) well before the validity of the RFP through email or fax or phone.

10.2 Acceptance letter will be issued with price confirmation (if any) and other required details via email/fax.

10.3 The selected Agency shall also sign a separate Service Level Agreement (SLA) for revenue sharing with NAFED within 5 (five) working days of selection.

11. Availability of RFP Document

11.1 The RFP documents can be downloaded from NAFED's website (www.nafed-india.com).

12 Submission

12.1 Proposals and relevant documents, in their complete form, in all aspects, are required to be submitted to:

Address To	Manager, RBD
Address	NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110014.
Telephone	Ph-011-26341810
Email ID	ranjan@nafed-india.com

13 Cost for Preparation

13.1 The applicant shall bear all costs associated with the preparation and submission of the RFP. NAFED will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the RFP process.

14 Queries on the RFP Document

14.1 All prospective applicants before the last date & time of submission of RFP 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.

14.2 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 RFP.

- i. The queries can be addressed to Manager, NAFED via e-mail to ranjan@nafed-india.com with the subject “Request for Proposal (RFP) for selection of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) as Logistic Partner for sourcing, procurement, packaging, storage and distribution / supply of NAFED products and other approved products for retails as well as institutional sales in regional, national and international markets– 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.

15 Amendment of RFP Documents

15.1 At any time prior to the last date for submission of RFP application, NAFED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify this RFP document by a corrigendum.

15.2 Any corrigendum (if any) shall be deemed to be incorporated into this RFP.

15.3 Applicants are advised to keep viewing the NAFED website for any corrigendum/change.

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

16 Period of validity of RFP

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

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

17 Currency of Payment

Payment to the selected Agency shall be made in Indian Rupees (INR) only.

18 Statutory Duties and Taxes

Income Tax deductions shall be made from all payment made to the selected Agency as per the rules and regulation in force, in accordance with Income Tax act prevailing from time to time. GST /PF /ESI and any other taxes may be applicable on the selected Agency as per the relevant acts at prevailing rates from time to time.

19 Procedure for Submission of RFP

19.1 The complete application in respect of this RFP shall be submitted to Manager, Retail Business Division, NAFED, NAFED House, Siddhartha Enclave, Ashram Chowk,

Ring Road, New Delhi-110 014. For this RFP other forms of application will not be accepted under any circumstances.

- 19.2 Intending Companies/Parties shall submit Request for Proposal documents in original down loaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Proposals received over Fax/Email shall be summarily rejected.
- 19.3 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 RFP process. The RFP is not the subject of any process of contract or any contractual obligations between NAFED and prospective Applicant. The processing fees shall be valid for a period of 6 months from the date of submission of Proposal document, or beyond any period of extension if requested.
- 19.4 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

- 19.5 Interest free EMD submitted at the time of bid submission may also be converted into the interest free SD by the selected Applicant.
- 19.6 The Proposals must contain the name, designation and place of Business of the person with Phone, Email ID and Fax Nos. of persons making the proposals and must be signed and sealed by the Prospective Agency with his usual signature.
- 19.7 The signatory of the application qua this RFP shall be authorized to sign and submit the RFP to bind the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative).
- 19.8 Each page of RFP has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- 19.9 In case any documents uploaded under this RFP are found to be tempered/ modified in any manner, RFP will be summarily rejected and RFP processing fee would be forfeited and the applicant would be liable for any suitable action.

19.10 NAFED reserves, at its sole discretion, the right to approve or reject any or all RFP application(s) without assigning any reason.

20 Following documents have to be submitted along-with Application/ RFP in a sealed cover:-

- 20.1 Complete RFP document stamped and signed by authorized signatory of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative).
- 20.2 Application Letter and Application Form duly filled, stamped and signed by authorized signatory of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) as per format “Annexure-I” & “Annexure-II” respectively of this RFP document.
- 20.3 Self attested & stamped copy of last three out of four years till financial year 2022-23, audited Balance Sheet and Profit & Loss Account of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) and copy of ITR.
- 20.4 Self attested & stamped copy of GST registration certificate.
- 20.5 Self attested & stamped copy of PAN of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative).
- 20.6 Self attested & stamped copy of valid Registration Certificate of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative)
- 20.7 Self attested & stamped copies of some of the documents / supply orders / Invoices which shows the experience of the applicant in sales and distribution, financial year wise, for every financial year of the total experience ending up to 31st March, 2023 (also see Annexure III).
- 20.8 Self attested & stamped copy of valid address proof of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative), 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.
- 20.9 Self attested copy of Aadhar card of authorized signatory.
- 20.10 Copy of the Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
- 20.11 Turnover and net worth certificate for any three of the last four financial years, ending March, 2023, issued by Chartered Accountant as per format “Annexure-IV”. Provisional Turnover and Provisional Net worth certificate for the FY ending in March, 2023 shall be considered.
- 20.12 Self attested & stamped copy of this RFP document as a token of acceptance of terms & conditions of this RFP document.
- 20.13 List of Directors / Partners of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) as per attached format at “Annexure-V”.
- 20.14 Self Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.

- 20.15 Self Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) 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.
- 20.16 Self Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) 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.
- 20.17 Self declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) for not being under liquidation, court receivership and/or similar proceeding.
- 20.18 Self declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- 20.19 Bank account details of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) (copy of cancelled cheque/ passbook).
- 20.20 Undertaking for consortium as per Annexure – VII.
- 20.21 Undertaking for Integrity Pact as per Annexure – VIII.
- 20.22 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 RFP. 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 RFP document Fee (Non-Refundable).

- 20.23 Declaration cum Undertaking pursuant to section 206AB of the Income Tax Act, 1961, as per Annexure-IX. Audited provisional shall be allowed for the financial year ending in March, 2023.
- 20.24 Annexure-I Annexure-II, Annexure-III, Annexure-IV, Annexure-V, Annexure-VI, Annexure VII (if applicable), Annexure-VIII and Annexure-IX duly filled in, signed and stamped.

21 Authorized Signatory

The person signing the RFP 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) should be scanned and annexed to the RFP. 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.

22 Nafed's Right to amend the Scope of Work

22.1 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 RFP.

22.2 NAFED reserves the right to reject one/ all the RFP applications or cancel the RFP without assigning any reasons thereof.

23 Other Terms & Conditions

By submitting a response, the applicant represents and warrants to NAFED that, as on the date of submission:

23.1 The applicant has fully disclosed to NAFED in its responses all information which could reasonably be regarded as affecting, in any way, the evaluation of the response.

23.2 All information contained in the applicant's response is true, accurate and complete and not misleading in any way.

23.3 No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the applicant threatened against or otherwise involving the applicant which could have an adverse effect on its business, assets or financial condition or upon NAFED'S reputation if the response is successful.

24 Precedence of Documents:

If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

25 Corrupt or Fraudulent Practices

25.1 It is expected that the Applicants who wish to RFP for this supply have highest standards of ethics.

25.2 NAFED will reject RFP if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices while competing for this RFP.

25.3 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.

26 Interpretation of the clauses in the RFP Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this RFP 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 Law, Jurisdiction And Dispute Resolution

- 1.1. This RFP documents and award of work/Purchase order under this RFP 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 RFP 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 Act 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 RFP , 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 RFP 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 RFP process, during the process of RFP 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 RFP process or during the process of RFP .
- 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 RFP s 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 Act; 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 interpretation of the clauses shall be final and binding on Applicant(s).

6. General Provisions

- 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 RFP, forfeiture of security / RFP security amount.
- 6.3. The current RFP 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 this RFP in totality without assigning any reason.
- 6.6. NAFED reserves the right to increase or decrease the quantity of this RFP without assigning any reason.
- 6.7. This RFP shall be governed and construed in accordance with the Indian Laws.
- 6.8. NAFED reserves the right to call additional parties at the time of inviting proposals at later stages, as deemed necessary.
- 6.9. Timing and sequence of events resulting from this RFP shall ultimately be decided by NAFED.
- 6.10. No oral conversations or agreements with any official, agent, or employee of NAFED shall affect or modify any terms of this RFP.
- 6.11. The proposal and all correspondence and documents shall be written in English.
- 6.12. Eligibility criteria, Technical Evaluation and Presentation will be used for assessing the capability and the competence of the Applicants.
- 6.13. Keeping in mind the requirements laid down in the eligibility criteria, the Applicants are suggested to assess their own capability and competency before submitting the proposals.
- 6.14. Keeping in mind the requirements laid down in the eligibility criteria, the Applicants are suggested to assess their own capability and competency before submitting the proposals.
- 6.15. The Applicants participate in the bidding process with a clear understanding and unambiguous undertaking that, their proposals are liable to be returned back to them, without opening and any assessment, if they fail to meet the eligibility criteria.

- 6.16. The criteria, which are prescribed as eligibility criteria for Applicants interested in undertaking NAFED's RFP, over and above the eligibility criteria / conditions, the Applicant must also possess the technical know-how and the financial wherewith that would be required to successfully provide the services sought by the NAFED for the entire period of the contract.
- 6.17. Proposals/Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

END OF SECTION IV

Annexure I

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

To,

Manager (RBD),

NAFED, Head Office

Siddhartha Enclave, Ashram Chowk

Ring Road, New Delhi -14.

Dear Sir,

I / We, submit processing fee for selection of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) as Logistic Partner for sourcing, procurement, packaging, storage and distribution / supply of NAFED and other approved products, with a view to expand its presence in retail as well as in institutional sales for regional, national and international markets.

I / We have thoroughly examined and understood all the terms and conditions as contained in the Request for Proposal (RFP) and agree to abide by them.

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

Yours Faithfully,

Authorized Signatory

Name :

Designation :

Mobile Number :

Email ID :

Date :

Annexure -II
Application Form

Name of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative)	
Firm type (Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative)	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative)	
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 of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) / Consortium partners

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

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

Annexure-IV

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 and net worth for any three of last four financial years, ending March 2023, from the above business is as per details given below :-

S. No	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:

Annexure-V

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

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 Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative (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 RFP reference no.
_____ datedpublished in the
website of NAFED. In response to the said RFP, I/ we have submitted our RFP at your office.

In connection with the above RFP s, 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 RFP documents completely and all terms & conditions given in this RFP 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 RFP.

(v) That in case of any violations to the above declarations at any stage of the RFP, NAFED reserves the sole right to cancel the candidature under this RFP.

(vi) That we have not been insolvent in the last three financial years.

For and on behalf of

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

ANNEXURE VII:
ON THE LETTERHEAD OF THE APPLICANT / LEAD MEMBER OF
CONSORTIUM

TO WHOMSOEVER IT MAY CONCERN

This is to state that for the purpose of the RFP for Selection of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative as Logistic Partner for sourcing, procurement, packaging, storage and distribution / supply of NAFED and other approved products, with a view to expand its presence in retail as well as in institutional sales for regional, national and international markets.

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 Applicant shall be responsible for all compliances to NAFED.

ANNEXURE VIII:

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) _____

ANNEXURE - IX

(ON YOUR COMPANY'S LETTER HEAD)

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

To,
M/s NAFED
India.
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 any 3 of the last 4 Financial Years ending in March 2023, 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)
2022-23				
2021-22				
2020-21				
2019-20				

*Provisional for the financial year ending in March 2023 shall be accepted.

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: _____