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PAN NO. AAAAN4629F

**NAFED THROUGH ITS**

**EXTENSION & BUSINESS DEVELOPMENT DIVISION**

**INVITES**

**EXPRESSION OF INTEREST (EOI)**

**For Empanelment of Exporters of Rice**

Interested Applicants may apply and submit requisite documents to NAFED against the EOI but not later than

**January 21, 2025 16:00 HRS IST**

**EOI Ref. No. : HO/EBD/Exports/Rice/2024-25**

**Dated: 15th January, 2024**

Joint Managing Director (EBD)

NAFED- HEAD OFFICE

**NOTICE INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF EXPORTERS OF RICE.**

1. **NOTICE OF DISCLAIMER**

(i) The information contained in this EOI or subsequently provided to intending Bidder(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.

(ii) 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.

(iii) The EOI document has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a bid. The data and any other information wherever provided in this EOI is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to a Bidder, 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.

(iv) 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 parties are 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 bidding process in relation to the Project. Bidders have to undertake their own studies and provide their bids.

(v) 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 Project in relation to which it is being issued.

(vi) The information and statements made in this EOI document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. 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.

(vii) 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 law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.

(viii) NAFED reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.

(ix) All Bidders 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 bidders will have no claim whatsoever against neither NAFED nor its employees, officers.

(x) NAFED reserves the right to modify, suspend, change or supplements this EOI at any stage. Any change to the EOI will be notified to all the Bidders to whom the EOI is issued.

(xi) Mere submission of a Bid does not ensure selection of the Bidder as Successful Bidder or Operator.

1. **OVERVIEW**
2. NAFED intends to export rice to various countries hence interested and eligible exporters may submit their empanelment documents and bids in the prescribed format duly filled in, signed and stamped by the Authorized Signatory to: -

**Joint Managing Director**

**NAFED Head Office**

**Siddhartha Enclave, Ashram Chowk**

**Ring Road, New Delhi -14**

(ii) The application must be accompanied with non-refundable processing fee of Rs.10,000/- (Rupees five Thousand Only)through DD/RTGS/NEFT in favor of National Agricultural Cooperative Marketing Federation of India Ltd. drawn on any nationalized / schedule commercial bank payable at Delhi. RTGS/NEFT may be sent in NAFED’s Bank account as per details given below:-

Name of the Beneficiary : NAFED

Name & Address of the Bank : IDFC First Bank, New Friends Colony

 New Delhi-110025

 Saving Account No. : 10060002037

 IFSC Code : IDFB0020102

(iii) NAFED shall constitute an Evaluation Committee which shall evaluate the application forms submitted by the applicants and examine the documents provided by the applicants vis-à-vis requirements specified in the application form.

(iv) As per the requirement, NAFED shall call bids from the empanelled Exporters in future also by means of offline tenders or online auctions. The tenders/auctions will provide complete details of the work order like quantity, quality, packaging specifications, terms & conditions etc. which will form part of the contract / EOI.

(v) Exports would be organized by NAFED at mutually agreed price.

(vi) 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 tender process. The EOI is not the subject of any process of contract or any contractual obligations between NAFED and the applicant.

1. **INTRODUCTION**
2. National Agricultural Cooperative Marketing Federation of India Limited (NAFED), is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal 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.

(ii) NAFED has been designated as State trading Enterprise (STE) vide Foreign trade policy (FTP) 2023, Appendix 2J & listed as eligible entity under 2.21 (b) of Hand Book of Procedures for import of items under TRQ.

1. **MINIMUM ELIGIBILITY CRITERIA FOR EMPANELMENT**
2. Applicant may either be a sole proprietorship firm/ Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time) or a Company (registered under the relevant provisions of Companies Act of 1956 or 2013) or a cooperative society (duly registered under the MSCSA, 2002 or any other State

Cooperative Act of the concerned State.).

1. Interested applicant shall be in possession of processing facility through ownership/ lease with a valid license from concerned authorities. In case the processing unit is leased, the lease should be executed through a registered lease agreement with manufacturing unit owner and residual lease period should be for a minimum 12 months period from date of empanelment.
2. The applicant must have the following registration and certifications :-

a) GST registration certificate

b) Valid FSSAI license

c) A copy of the PAN/TAN No. Certificate

1. The applicant must have a minimum turn-over of Rs. 100.00 Crore in FY 2023-24. For this applicant must submit a original certificate from Chartered Accountant certifying that the applicant is having turnover of more than Rs.100.00 crore during financial year 2023-24. Interest Applicant must have executed exports of agro commodities in the past financial year.
2. The applicant should not be involved in any major litigation that may have an impact of affecting or compromising their dealing with NAFED.

(vi) The applicants shall require to submit an undertaking in companies’/firm letter head declaring that the applicant has never been blacklisted by any Govt. or autonomous organization with regard to its business in last 10 years and it has never been charged for violation of import and export by Department of Revenue Intelligence, Customs and DGFT, etc.

(vii) The applicant must possess all required statutory permissions from concerned State/ Central Government authorities to undertake export of the mentioned commodities.

(viii) The applicant should not have been prosecuted for violation of rules / laws under the Essential Commodities Act or any such other laws or orders there under in any court of law.

1. **DOCUMENTS REQUIRED FOR EMPANELMENT**

(i) Self-Attested copy of valid registration certificate confirming its registration with the Registrar of Companies.

OR

Self-Attested copy of valid registered partnership deed, if applicant is partnership firm.

1. Self-Attested copy of GST registration certificate.
2. Self-Attested copy of PAN card of the company /firm.
3. Self-Attested copy of registration certificate from the concerned State Government as, if applicable.
4. A certificate from Chartered Accountant in original indicating the total quantity & value of the agro commodities sold and exported by the applicant.
5. Self-Attested Copies of audited balance sheet and profit & loss account of the company / firm for the last 3 preceding financial years.
6. Solvency Certificate issued by any nationalized / scheduled commercial bank.
7. A Consent letter in original on the letterhead of the Company/Firm authorizing NAFED to apply on their behalf for export of rice
8. Self-declaration on non-judicial stamp paper of Rs.100/- duly notarized, that applicant during the preceding years have not defaulted in the matter of compliance or not under scrutiny by various statutory authorities including DRI, Customs or Income Tax, etc. If yes, the details of such violation would be provided on a separate annexure along with the application.
9. The Applicant would also require to submit an undertaking on the letterhead of the company / firm that they abide by the NAFED’s terms, conditions and procedures of exports rice.
10. Copy of cancelled cheque of the company / firm.
11. Self-declaration on the letterhead of the company/firm for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
12. Self-declaration on the letterhead of the company/firm, for not has been involved in any major litigation that may have an impact of affecting or compromising the delivery of services as feed manufacturer to NAFED.
13. Self-declaration on the letterhead of the company/firm for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
14. List of directors/partners on the letterhead of the company/firm having complete contact details viz residential address, email id, mobile no. and Aadhaar no. etc.
15. Board Resolution / Authorization in favour of the Authorized Signatory duly signed by all the partners / directors/ company secretary of the company / firm.
16. Self-Attested copy of the Aadhaar Card of the Authorized Signatory.
17. Self-Attested copy of MOA/AOA of the company.
18. Self-Attested copy of valid FSSAI license certificate.
19. **EVALUATION OF APPLICATIONS AND EMPANELMENT**
20. NAFED shall evaluate details submitted by the interested applicants and examine the documents provided vis-a-viz requirements specified in the document. NAFED reserves its right to accept or reject any or all the applications and/or ask for any additional and/or missing documents from the interested applicant(s).
21. The selected applicants will be informed regarding acceptance of their application(s) by email.
22. **TERM OF EMPANELMENT**

One year from the date of empanelment which may be extended further for another one year at the sole discretion of NAFED based on the satisfactory performance of the exporter. However, the empanelment of exporter can be terminated prior to one year or thereafter without assigning any reason with one month notice.

8. **GENERAL TERMS**

1. The empanelled exporter shall keep NAFED indemnified at all times against any claims/liabilities/proceedings etc. from any third party or otherwise arising out/or in connection with this EOI.
2. The bidder hereto agree that the courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI. All disputes arising out of this EOI shall be decided in accordance with the laws of India.
3. In case of violation of terms and conditions of the EOI, violation of statutory regulations, local & Maritime laws, NAFED reserves the right to terminate the appointment as per this EOI.
4. NAFED reserves the right to summarily reject the offers without giving any reasons thereof. Incomplete applications are liable to be rejected.
5. NAFED reserves the right to terminate the empanelment within validity of agreement/contract without assigning any reason thereof.
6. All documents submitted with NAFED must be serial numbered, stamped and signed by the Authorized Signatory only and are required to be filled in Annexure-B.

# 9. APPLICABLE LAW, JUSRISDICTION AND DISPUTE RESOLUTION

1. This EOI and ward of work under this EOI 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.
2. All or any dispute arising out or touching upon or in relation to the terms of this EOI 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.
3. There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between NAFED and selected bidders after bidding.
4. **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 EOI wholly or to the extent of non-performance, as the case may be.

1. **CONTACT**

For any queries related to the EOI process please contact :

 ebd@nafed-india.com

 Ph : 011-26340547

 Mob: 8221000055

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End of EOI

Annexure A

Applicant Form

1. **Demographics**

|  |  |
| --- | --- |
| Name of the Company / Firm |   |
| Firm type (Sole Prop/ Partnership/ Company/Cooperative society) |   |
| Registered office |   |
| Name of Authorized signatory along with designation |  |
| Mobile Number of Authorized signatory  |  |
| Email Id of Authorized signatory |  |
| PAN no. of firm / Company  |   |
| GST Registration No. |   |
| Import Export Code |  |
| Company’s Registration No. and Date  |   |
| Bank Account Number |  |
| Branch and address of Bank |  |
| Bank IFSC Code |  |
| DD No. / UTR No. and its date |  |
| Amount |  |
| Drawn on (Bank’s Name) |  |

1. Financials (Rs. In Lakhs)

|  |  |  |  |
| --- | --- | --- | --- |
| Particulars | FY23-24 | FY 22-23 | F.Y 21-22 |
| Sales turnover (Domestic)  |   |   |   |
| Sales turnover (Export) |  |  |  |
| Total Turnover (Domestic / Export) |   |   |   |
| PAT  |   |   |   |
|  Net worth |  |  |  |

1. Export Details (Rs. In Lakhs)

|  |  |  |  |
| --- | --- | --- | --- |
| Particulars | FY23-24 | FY 22-23 | F.Y 21-22 |
| Commodities Exported (Name of the commodities) |   |   |   |
| Exported to countries (Name of the countries) |   |   |   |
| Value of the Agri. commodity Exported (Rs. Crore) |   |   |   |
| Quantity of the Agri. Commodity Exported (in MT)  |  |  |  |

Annexure B

List of Documents Required.

|  |  |
| --- | --- |
| Particulars | Page No. (from-to) |
| Application form (Annexure-A)  |   |
| Self-Attested copy of valid registration certificate confirming its registration with the Registrar of Companies. ORSelf-Attested copy of valid registered partnership deed, if applicant is partnership firm |   |
| Self-Attested copy of license of Manufacturing/processing unit and valid registered lease agreement (in case of lease only), where Rice shall be processed |  |
| Self-Attested copy of GST registration certificate. |   |
| Self-Attested copy of PAN card of the company /firm. |  |
| Self-Attested copy of registration certificate from the concerned State Government as actual user, if applicable. |  |
| Certificate issued by the Chartered Accountant in original indicating the agro commodities exported by the applicant during F.Y 2023-24  |  |
| Self-Attested Copies of audited balance sheet/profit & loss account for the last 3 preceding financial years i.e. 2021-22, 2022-23 & 2023-24 |  |
| Turnover Certificate for the last three financial years i.e. for 2021-22, 2022-23 & 2023-24 issued by the Chartered Accountant in r/o export of agro commodities. |  |
| Solvency Certificate issued by the any nationalized / scheduled commercial bank.  |  |
| Self-declaration on non-judicial stamp paper of Rs.100/- duly notarized, that applicant has not defaulted in the matter of compliance or not under scrutiny by various statutory authorities including DRI, Customs or Income Tax, etc. If yes, the details of such violation would be provided on a separate annexure along with the application.  |  |
| Copy of cancelled cheque of the company / firm. |  |
| Self-declaration for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India. |  |
| Self-declaration for not been involved in any major litigation that may have an impact of affecting or compromising the delivery of services as feed manufacturer to NAFED. |  |
| Self-declaration for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law. |  |
| List of their directors/partners having their complete contact details viz residential address, email id, mobile no. and Aadhaar no. etc. on the letterhead of the company. |  |
| Board Resolution / Authorization in favour of the Authorized Signatory duly signed by all the partners / directors/ company secretary of the company / firm. |  |
| Self-Attested copy of the Aadhaar Card of the Authorized Signatory.  |  |
| Copy of this EOI duly stamped & signed by the Authorised Signatory as a token of acceptance of terms & conditions. |  |
| Copy of MOA/AOA of the company |  |
| Self-Attested copy of valid FSSAI license certificate |  |
| The applicants shall require to submit an undertaking in companies’/firm letter head declaring that the applicant has never been blacklisted by any Govt. or autonomous organization with regard to its business in last 10 years and it has never been charged for violation of import and export by Department of Revenue Intelligence, Customs and DGFT, etc. |  |