



**NAFED**  
*60 Years in Service*

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

**NAFED INVITES EXPRESSION OF INTEREST FROM ELIGIBLE APPLICANTS**

**For**

**SELECTION/EMPANELMENT OF CORPORATION / COMPANY / FIRM / LLP /  
TRUST / SOCIETY (INCLUDING COOPERATIVES) AS CARRYING &  
FORWARDING AGENT (CFA) FOR SALES AND DISTRIBUTION OF NAFED  
PRODUCTS.**

**EOI No.: - NAFED/CMD/CFA/2021-22/02**

**Dated: 17<sup>th</sup> September, 2021**

Assistant Manager  
Consumer Marketing Division, NAFED  
2<sup>nd</sup> Floor, NAFED House, Ashram Chowk,  
Ring Road, New Delhi -110014 (India)  
E-Mail : [riturajsingh@nafed-india.com](mailto:riturajsingh@nafed-india.com), Ph-011-26341810

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**AND DISTRIBUTION OF NAFED PRODUCTS.**

Consumer Marketing Division, National Agricultural Cooperatives Marketing Federation of India Ltd. (NAFED), Ashram Chowk, Ring Road, New Delhi-110014 invites sealed Expression of Interest (EOI) for selection/empanelment of Corporation / Company / Firm / LLP / Trust / Society (Including Cooperatives) as Carrying & Forwarding Agent (CFA) for sales and distribution of NAFED products. NAFED, with a view to expand its presence in retail market and to provide consumable items (Pulses, Tea, Tea Bag, Spices, Food grains in retail and bulk packs) at competitive rates to customers has intended to join hands with public/private/autonomous organizations. The application must be accompanied with processing fees (non-refundable) of Rs. 5,900 (Five Thousand Nine Hundred by means of DD/ NEFT/ RTGS to NAFED. Interested parties can submit their application along with copies of all required documents/profile by Post/ Courier or by Hand at NAFED, Head Office on or before 30.11.2021 up to 5:00 PM. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. For any query and clarification kindly contact Assistant Manager, Consumer Marketing Division (CMD).

Assistant Manager  
Consumer Marketing Division, NAFED,  
2<sup>nd</sup> Floor, NAFED House, Ashram Chowk,  
Ring Road, New Delhi -110014 (India)  
E-Mail : riturajsingh@nafed-india.com, Ph-011-26341810

## **SECTION I**

### **NOTICE OF DISCLAIMER**

1. The information contained in this EOI document or subsequently provided to intending applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural 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 EOI document and all other terms and conditions subject to which such information is provided.
2. No part of this EOI and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. The EOI document has been prepared solely to assist prospective applicants in making their decision for applicants. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective applicant may need to consider in order to submit an EOI. The data and any other information wherever provided in this EOI documents is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a applicant(s), whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI documents.
4. Neither NAFED nor NAFED representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI document. Interested applicant(s) is advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the EOI process in relation to the supply. Applicants have to undertake their own studies and provide their EOIs.
5. This EOI documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the supply in relation to which it is being issued.
6. The information and statements made in this EOI document have been made in good faith. Interested applicants should rely on their own judgments in participating in this EOI

process. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

7. The EOI document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
8. NAFED reserves the right to reject all or any of the EOIs submitted in response to this EOI invitation at any stage without assigning any reasons whatsoever.
9. All applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
10. NAFED reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to this EOI documents shall be uploaded on NAFED website <http://NAFED-india.com>
11. Mere submission of an EOI does not ensure selection/empanelment of the applicants as Successful applicants.

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**END OF SECTION-I**

## **SECTION – II**

### **INTRODUCTION AND OVERVIEW**

#### **1 INTRODUCTION**

- 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 in Guwahati.
- 1.3 NAFED has been providing grocery items in retail to the consumers in competitive rates through its chain of NAFED Bazaar outlets running at various locations including Delhi NCR Region, Panchkula, Shimla and Mussorie. NAFED is also supplying grocery and other items to prestigious institutions in the country including reputed Hospitals, Public Sector Undertakings, Schools, Hostels, Ministries, IIT's .
- 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.

#### **2 OVERVIEW**

- 2.1 In order to further expand its Consumer Marketing Business, NAFED hereby invites Expression of Interest (EOI) for selection/empanelment as Carrying & Forwarding Agent (CFA) on non exclusive basis for Sales and distribution of NAFED products (hereinafter called as “CFA”). The selection shall be done on First Come First Served Basis”
- 2.2 The Corporation / Company/ Firm/ LLP / Trust / Society (Including Cooperatives) fulfilling eligibility criteria will be empanelled as Carrying & Forwarding Agent (CFA) and shall be given preference as per their network, experience and financial capacity.
- 2.3 The Applicant shall be an Indian proprietorship/ partnership Firm/ CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) registered under appropriate act of Indian law

- 2.4 NAFED is at present having its own channel partners appointed as Super stockiest & Distributors who shall too be eligible for applying for being appointed as CFA.
- 2.5 Interested and eligible parties under the EOI, shall be required to submit copy of each required documents before the last date & time given in this EOI documents.
- 2.6 After scrutiny of EOI, NAFED shall shortlist the eligible applicants as per NAFED procedure and inform them.
- 2.7 NAFED reserves the right to accept or reject any or all EOI without assigning any reason thereof. The issue of this EOI document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of EOI process.
- 2.8 Selection/empanelment of the CFA will be done as per NAFED procedures. The applicant(s) must indicate the name(s) of the desired area of jurisdiction i.e. state/part of state for which they are interested for establishing sales and distribution of NAFED products. The territory of operation of each CFA shall be as considered as per political boundary defined by Government of India. One applicant can submit only one application and cannot apply for more than one State/part of State. Exception can be given to all UTs (excluding Delhi), North Eastern States of India and State of Sikkim at the sole discretion of Nafed.
- 2.9 NAFED has a network of its Branches across the country and the selected Carrying & Forwarding Agent (CFA) shall work under the ambit of these respective branch.
- 2.10 Since NAFED has already entered into agreements with Channel Partners for NAFED Bazaar, Distributors and Super stockiest who are working in the designated territories, the newly appointed CFA under this EOI shall have no objection regarding existing Super stockists and distributors irrespective of territories.

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**END OF SECTION II**

## SECTION -III

### GENERAL CONDITIONS AND INSTRUCTIONS TO APPLICANTS

#### **1 SCOPE OF WORK**

- 1.1 Selected parties 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 CFA shall be borne by the CFA.
- 1.2 NAFED may appoint its representatives, time to time, to inspect and check the inventory and other relevant records of these proposed Nafed store(s).
- 1.3 CFA shall agree to operate the software for billing and inventory management as provided by Nafed at costs of the CFA. Hardware, Training and other related expenses in this respect shall be borne by respective CFA.
- 1.4 If it is found at any stage that CFA 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.
- 1.5 Delivery of Goods to CFA shall be made by NAFED on a minimum possible cost. Any scheme for consumers or trade will be offered to the CFA, if found suitable
- 1.6 Insurance: Insurance of warehouse including stocks shall be taken by CFA and payment on account of premium shall be borne by CFA itself
- 1.7 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 CFA immediately. Any complaint for items not delivered by NAFED, CFA shall be responsible for any penalty etc.
- 1.8 CFA will strictly abide by all statutory rules and regulations including obtaining license/permit etc. if any required to run the business from the said premises. All rules and regulations pertaining to compliances of MCD or Local Governing Body shall be observed and complied in latter and spirit by the CFA and any burden on NAFED on account of such violation on the part CFA , same shall be borne by the CFA at its risk and cost.
- 1.9 CFA will neither misuse nor do anything that tarnishes the image and jeopardize the interest of NAFED.
- 1.10 NAFED reserves the right to inspect the premises and Books of Accounts of the CFA
- 1.11 NAFED will permit the operations to the CFA under it's supervision. CFA, during the continuance of contract, will act as the CFA of NAFED.

- 1.12 CFA 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. CFA may appoint professional OM&M (Operation, Marketing and Managing) partner for day to day operations with prior approval of Nafed and Nafed shall separately assess their suitability to run and manage day to day operation under the overall supervision of CFA.
- 1.13 CFA shall not obtain any loan or cash/credit facility from Bank or financial institution against the CFA stocks.
- 1.14 NAFED shall be at liberty to terminate the agreement with the selected CFA prematurely in the event of breach of any of the clauses contained in this agreement by the CFA. In such an event, the CFA 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 CFA without making any reference to this effect.
- 1.15 In the event of non-fulfillment of any of the conditions of this agreement or termination of this agreement by NAFED, CFA shall not be entitled to any compensation by NAFED.
- 1.16 CFA 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.
- 1.17 It shall be incumbent upon the CFA to obtain appropriate license, if any required, pertaining to particular product which requires such license as per prevalent Government Rules and Regulations. The CFA shall not allow to sell 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 CFA shall be liable for all legal consequences. Any liability falls upon Nafed in lieu thereof same shall be recoverable from the CFA.
- 1.18 Protection of IPR: It shall be incumbent upon the CFA while discharging their obligation under the agreement to ensure the protection and unauthorized use of Nafed's intellectual property rights while discharging the obligations under the agreement. If any loss and damage in terms of money and reputation is caused to Nafed on account of unauthorized use of Intellectual Property Rights of Nafed, same shall be recoverable from the Franchisee / CFA at their risk and cost. In the event it comes to the knowledge of Nafed that CFA is in violation of terms and conditions of this agreement or the way of running of stores is in contravention to this agreement as well as prevalent Govt. Rules and Regulations, Nafed shall at its sole discretion take over the operations of such stores in its hand at the risk, cost and consequence of CFA.
- 1.19 The salient duties of the CFA would be as follows
  - a) The CFA would be responsible for stocking NAFED products and promotional items and serving NAFED distributors, institutions, franchisees, stores, located in the state(s) for which application is being made.



- b) CFA is expected to deliver supplies to the NAFED distributors, institutions, franchisees, stores, as fast as possible and must ensure that all orders get executed within 48 hours of receipt and goods dispatched.
- c) CFA will be responsible for
  - (i) Coordinate, follow-up and receive indents for supply from various sale points
  - (ii) Receiving and scheduling orders for supply
  - (iii) Dispatching to distributors, institutions, franchisees, stores,
  - (iv) Billing and receiving payment against supplies.
  - (v) Stock transfer to other NAFED locations as and when required
  - (vi) Generation of replenishment indents to the Central Warehouse / Supplying Locations.
  - (vii) Depositing the payments in NAFED bank accounts as provided by NAFED
  - (viii) Stores Management - Receipt, Storage, Handling
  - (ix) Inventory management - inventory status and accuracy
  - (x) Maintain the complete range of products of NAFED stock list and always keep 2 months of Inventory in hand to meet unforeseen circumstances
  - (xi) Compliance with local statutory requirements
  - (xii) Providing daily MIS reports to NAFED. Further CFA shall submit all the records related to the sales, purchase, receipts etc. for the products offered for sales to NAFED on monthly basis.
  - (xiii) Any other related item of work as directed by NAFED.
- d) The CFA would be responsible for collection of payment from Distributors in their states. In other states (if allotted) CFA will be responsible to collect “Post Dated Cheques (PDC) / Bank Guarantee (BG)” before supplies are made to the distributors, institutions, franchisees, stores, as per NAFED guidelines. The CFA shall have an obligation to collect and recover money from distributor, if such distributor fails to repay the payment, it shall be responsibility of CFA.

## **2 ELIGIBILITY CRITERIA FOR EOI**

<b>SNo</b>	<b>ELIGIBILITY CRITERIA</b>	<b>SUPPORTING DOCUMENTS TO BESUBMITTED ALONG WITH APPLICATION</b>
1	Applicant should have been operating as CFA for not less than one years for reputed FMCG companies & should be dealing with minimum 1 FMCG company.	List of the FMCG companies along with required period for whom application is operating as CFA with documentary proof.

2	The average annual sale turnover of FMCG items handled by the applicant in the preceding financial year should not be less than Rs. 1.5 Crores.	Annual sales turnover handled by the applicant for last two financial year i.e. 2019-20 & 2020-21 duly certified by Chartered Accountant in the format given in <b>Annexure- A</b>
		Copies of Annual Reports including the Balance Sheet and Profit & Loss account for the last two years i.e. 2019-20 & 2020-21 duly certified by the Chartered Accountant.
3	Applicant should have commercial space (owned / Hired) minimum of 5000 Sq. Ft. as (depending on location) For exclusively carrying out the CFA activities for NAFED at applied location with separate space for office.	Proof of availability of space in shape of owned, rented or agreement of rent is necessary.

### 3 OTHER NECESSARY REQUIREMENTS

1	Applicant should have following good infrastructure facility:	
	i. Computer system	Yes / No
	ii. Printer	Yes / No
	iii. Scanner	Yes / No
	iv. Fax	Yes / No
	v. Internet (minimum 1 mbps speed)	Yes / No
	vi. Telephone	Yes / No
	vii. Storage Racks for storing of NAFED products	Yes / No
	viii. Storage facility as per FSSAI	Yes / No
2	CFA shall use NAFED suggested software only for NAFED related work	NAFED suggested software to be purchased and used for NAFED related work
3	Financial standing with bank reference	Certificate from Bank
4	Should have efficient delivery system to its serving Distributors with 48-hour dispatch capability	Applicant will provide supporting documents which will be verified at the time of field visit.
5	The applicant should be an income tax assessee for	Copy of Income Tax Returns filed

	last 3 years.	for the last 3 Years
6	Applicant should hold a valid Permanent Account Number (PAN), as applicable.	Copy of PAN Card
7	Applicant should not have been debarred/blacklisted by any Govt. Department/ PSU/ Cooperatives Society for corrupt and fraudulent practices and shall have to submit a declaration to this effect	A letter of Undertaking stating the same.

#### **4 EVALUATION PARAMETERS OF APPLICANTS**

All eligible applicants will be evaluated on following parameters as per below evaluation guidelines

S.No.	Description	Weightage
1	Professional Experience/Business Ability	50
2	Infrastructure & Related facilities	25
3	Financial Stability	25

##### **Professional Experience / Business Ability**

- Experience in FMCG /Grocery : 25 marks
- Quality of Experience : 10 marks
- Any other selling experience : 5 marks
- Knowledge of local market : 5 marks
- Skills of managing distribution : 5 marks

##### **Infrastructure & Related facilities**

- Ready godown & office on ownership : 20 marks
- Ready godown/office on lease/rent : 10 marks
- Committed offers on infrastructure : 5 marks

##### **Financial capacity**

- Annual Turnover > 5 Cr : 25 marks
- Annual Turnover between 3 Cr & 5 Cr : 20 marks
- Annual Turnover between 1.5 Cr & 3 Cr : 15 marks

#### **5 AVAILABILITY OF EOI DOCUMENT**

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

5.2 Original documents are required to be submitted to Assistant Manager, Consumer Marketing Division, NAFED, NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110 014.

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

## **6 IMPORTANT DATES:**

Date of Uploading of Documents on NAFED's website	<b>17<sup>th</sup> Sep, 2021</b>
EOI Submission Start Date and Time	<b>17<sup>th</sup> Sep, 2021, 10:00 AM</b>
Clarification meeting date	<b>10<sup>th</sup> day of every month</b>
EOI submission End Date and Time	<b>30<sup>th</sup> Nov, 2021, 05:00 PM</b>

## **7 QUERIES ON THE EOI DOCUMENT**

7.1 All prospective applicants before the last date & time of submission of EOI may get clarification on their queries, if any from the Assistant Manager (CMD) NAFED, Head Office, New Delhi through Email: [riturajsingh@nafedindia.com](mailto:riturajsingh@nafedindia.com). The queries received after due date/ time will not be considered.

7.2 The queries can be addressed to Assistant Manager, NAFED via e-mail to [riturajsingh@nafed-india.com](mailto:riturajsingh@nafed-india.com) with the subject "Expression of Interest (EOI) for selection/empanelment of CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) as Carrying & Forwarding Agent (CFA) for sales and distribution of NAFED products.– Queries" (e-Mail with any other subject will not be entertained).

## **8 AMENDMENT OF EOI DOCUMENTS**

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

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

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

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

## **9 PROCEDURE FOR SUBMISSION OF EOI**

- 9.1 The complete application in respect of this EOI shall be submitted to Assistant Manager, Consumer Marketing Division, NAFED, NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110 014. For this EOI other forms of application will not be accepted under any circumstances.
- 9.2 Intending CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) shall submit Expression of Interest documents in original downloaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected.
- 9.3 The application must be accompanied with processing fees (non-refundable) of Rs. 5900 (Five Thousand Nine Hundred only) (including 18% GST) by means of DD/ NEFT/ RTGS to NAFED. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of EOI process. The EOI is not the subject of any process of contract or any contractual obligations between NAFED and prospective Processor.
- 9.4 The Expression of interest must contain the name, designation and place of Business of the person with Phone, Email ID and Fax Nos. of persons making the expression of interest and must be signed and sealed by the Prospective CFA with his usual signature.
- 9.5 The signatory of the application qua this EOI shall be authorized to sign and submit the EOI.
- 9.6 Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- 9.7 In case any documents uploaded under this EOI are found to be tempered/ modified in any manner, EOI will be summarily rejected and EOI processing fee would be forfeited and the applicant would be liable for any suitable action.
- 9.8 NAFED reserves, at its sole discretion, the right to approve or reject any or all EOI(s) without assigning any reason.

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

- 10.1 Complete EOI document stamped and signed by authorized signatory of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES).

- 10.2 Application form duly filled, stamped and signed by authorized signatory of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) as per format “Annexure-I” of this EOI documents.
- 10.3 Self attested & stamped copy of last three years till financial year 2020-21 audited Balance Sheet of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) including copy of ITR.
- 10.4 Self attested & stamped copy of GST registration certificate.
- 10.5 Self attested & stamped copy of PAN of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) .
- 10.6 Self attested & stamped copy of valid Registration Certificate of the Partnership deed/ CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES).
- 10.7 Self attested & stamped copies of some of the documents/supply orders/Invoices which show the experience of the applicant in sales and distributions, financial year wise, for the every financial year of the total experience ending up to 31st March, 2021.
- 10.8 Self attested & stamped copy of valid address proof of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) Address proof of the firm, in case of proprietorship shall be telephone bill/copy of passport / electricity bill, for partnership firm shall be certificate of registration whereas in case of others relevant certificate of incorporation issued by the concerned authority.
- 10.9 Self attested copy of Aadhar card of authorized signatory.
- 10.10 Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per format “Annexure-IV”.
- 10.11 Self attested & stamped copy of this EOI document as a token of acceptance of terms & conditions of this EOI document.
- 10.12 List of Directors / Partners of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) as per attached format at “Annexure-V”.
- 10.13 Self Declaration on letter head of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- 10.14 Self Declaration on letter head of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) 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.
- 10.15 Self Declaration on letter head of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) for not been prosecuted for

violation of rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.

10.16 Self declaration on letter head of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) for not being under liquidation, court receivership and/or similar proceeding.

10.17 Self declaration on letter head of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) for not being under a declaration of ineligibility for corrupt and fraudulent practices.

10.18 Bank account details of CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) (copy of cancelled cheque/ passbook).

10.19 Non-Refundable Participation fee and Refundable Earnest Money Deposit:

10.20 Interested applicant(s) shall require to pay non-refundable fee of Rs.5900/- (Rs. Five Thousand Nine Hundred Only) (inclusive of 18% GST) for participation in this EOI. The application must be accompanied with interest free Earnest Money Deposit (EMD) of Rs 25,000/- (Rupees Twenty Five Thousand only) by way of RTGS/NEFT/Electronic Mode to the 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	: Defence Colony, New Delhi
IFSC CODE	: RATN0000292

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

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

10.22 The Expression of interest must contain the name, designation and place of Business of the person with Phone, Email ID and Fax Nos. of persons making the expression of interest and must be signed and sealed by the Prospective CFA with his usual signature.

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

## **11 INTIMATION TO THE SUCCESSFUL APPLICANT(S)**

- 11.1 NAFED will intimate the successful Applicant(s) well before the validity of the EOI through email or fax or phone. The Allotment of CFA shall be done as per selection criteria as mentioned above.
- 11.2 Acceptance letter will be issued and other required details via email/fax.

## **12 AUTHORIZED SIGNATORY**

The person signing the EOI documents should be the duly authorized representative of the Applicant and whose signature should be verified and certificate of authority should be scanned and submitted. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind with the CORPORATION/ COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) should be scanned and annexed to the EOI. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

## **13 OPENING AND EVALUATION OF EOIS**

- 13.1 EOI applications (complete in all respect) received along with processing fees by stipulated time will be opened and scrutinized by duly constituted committee of NAFED. The committee will examine the documents provided vis-a-viz requirements of NAFED as per terms & conditions given in this document. NAFED reserves its right to accept or reject any or all the applications without specifying any reason and/or ask for any additional and/or missing documents from the interested companies/parties. EOI received without EOI Security will be rejected straight away.
- 13.2 During the evaluation, NAFED at its discretion may call upon the Applicant to give presentation on their offer, to explain their capability to undertake the work as mentioned in this EOI and to respond to any question from NAFED. The place for presentation shall be conveyed to the Applicants at an appropriate date. Failure on part of Applicant to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of EOI application.
- 13.3 NAFED may consider to waive off any minor infirmity or non-conformity or irregularity in a EOI which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Applicant.
- 13.4 The selected CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) will be informed regarding acceptance of their application(s) and shall be further advised for participation in EOI process.



#### **14 NAFED'S RIGHT TO AMEND THE SCOPE OF WORK.**

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

#### **15 CORRUPT OR FRAUDULENT PRACTICES.**

- 15.1 It is expected that the Applicants who wish to EOI for this supply have highest standards of ethics.
- 15.2 NAFED will reject EOI if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices while competing for this EOI.
- 15.3 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.

#### **16 INTERPRETATION OF THE CLAUSES IN THE EOI DOCUMENT**

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

\*\*\*\*\*

**END OF SECTION III**

## SECTION -IV

### GENERAL PROVISIONS AND APPLICABLE LAWS

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

- 1.1. This EOI documents and award of work/Purchase order under this EOI documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Delhi and High court of Delhi shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- 1.2. All or any dispute arising out or touching upon or in relation to the terms of this EOI documents including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation 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 EOI, party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be.

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

Notwithstanding anything contained in this EOI documents, NAFED's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED's at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

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

- 4.1. The applicant(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Applicant(s) agree and undertake to observe the principles/ provisions as laid down in “Integrity Pact” of NAFED (As per Annexure-VIII) during their participation in the EOI process, during the process of EOI and in any other transaction with NAFED.
- 4.2. The Applicant(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EOI process or during the process of EOI.
- 4.3. The Applicant(s) shall not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of EOIs or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- 4.4. The Applicant(s) shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption 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 CONDITIONS**

- 6.1. Violation in any terms & conditions of this Agreement is not allowed.
- 6.2. At any stage of the supply process, if it is found that Applicant(s) has given incorrect and misleading certificate/information/document(s), NAFED shall free to take suitable action including cancellation of EOI, forfeiture of security / EOI security amount .
- 6.3. The current EOI shall be independent of any previous ongoing/completed contract that may have been entered into between NAFED and the Applicant(s).

- 6.4. NAFED reserves the rights to call for any additional information/documents from Applicant(s) and same shall be submitted by the Applicant(s) to NAFED within given time period.
- 6.5. NAFED reserves the right to cancel this EOI in totality without assigning any reason.
- 6.6. NAFED reserves the right to increase or decrease the quantity of this EOI without assigning any reason.
- 6.7. This EOI shall be governed and construed in accordance with the Indian Laws.

\*\*\*\*\*

**END OF SECTION IV**

Application Letter (on letter head of the CORPORATION / COMPANY / FIRM / LLP / TRUST  
/ SOCIETY (INCLUDING COOPERATIVES))

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

Dear Sir,

I/We, submit processing fee for selection/empanelment of CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) as Carrying & Forwarding Agent (CFA) for sales and distribution of NAFED products in the allocated state/district(s)/area.

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

I/We hereby declare that the I/Corporation/Company/Firm/LLP is duly authorized to sign and submit this application.

Yours Faithfully,

Authorized Signatory

Name :

Designation :

Mobile Number :

Email ID :

Date :

**Application Form**

Name of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES)	
Firm type (Sole Prop/ Partnership/ CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES)).	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES)	
GST Registration No.	
License/Certification, if any	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	

Financials

(Rs. In Lakhs)

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

**Annexure –III**

**Work Experience and CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) profile**

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

- 1) CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) Introduction:
- 2) CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES) is Manufacturer/Trader/Distributor:-
- 3) Name of Brand/Product deals in:-
- 4) Organization Structure
- 5) Current operational area (State(s) wise/district(s) wise).
- 6) No of Existing Grocery counters served and State(s) wise/District(s) wise/Ares(s) wise.
- 7) Detail of any infrastructure available

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

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

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

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:



**(On the letterhead of the CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY (INCLUDING COOPERATIVES))**

Details of Director(s) / Partner(s)

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

**Undertaking from CORPORATION / COMPANY / FIRM / LLP / TRUST / SOCIETY  
(INCLUDING COOPERATIVES)**

**(to be submitted on the letter head)**

Date: -

To

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

Dear Sir,

This has reference to the EOI reference no.

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

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

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

For and on behalf of .....

(Authorized Signatory with CORPORATION / COMPANY / FIRM / LLP / TRUST /  
SOCIETY (INCLUDING COOPERATIVES) seal/Stamp)

**INTEGRITY PACT**

National Agricultural Cooperatives Marketing Federation of India Ltd. (NAFED), an apex level Co-operative Marketing Federation, registered under the provisions of Multi State Cooperatives Societies Act, 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 Act, 1956 or 2013 or Partnership Firm duly registered vides Deed of Partnership dated..... or Proprietorship Firm, thorough 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 Act, 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 cartelisation in the bidding process.
- c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; 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 Act, 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 Law. 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 . 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) \_\_\_\_\_