



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 NOTIFIES TERMS & CONDITIONS IN BRIEF

FOR

**INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF AGENCY FOR
INVESTMENT GAP FUNDING
AND OPERATION & MAINTENANCE
OF THE PROPOSED PROJECT/ UNIT(S)
AS JOINT VENTURE PARTNER
FOR FIVE HONEY PROCESSING UNITS AND RELATED COMPONENTS
FOR A 10 YEAR PERIOD**

1. **EOI NO. HO/FOF/NBHM/2021-22**
2. **Dated: 08.10.2021**
3. **Last Date of submission: Open Tender**

**Notice for Invitation of Expression of Interest for Empanelment of Agency
For investment gap funding and Operation & Maintenance of the
Proposed project/unit(s) as Joint Venture Partner for five honey processing units
And related components for a 10-year period**

National Agricultural Cooperative Marketing Federation of India (NAFED), invites Expression of Interest from eligible firms/companies/cooperatives for commercial arrangement between NAFED & the Entrepreneurs from Private Sector/ Cooperatives, for Setting-up of "Honey Processing Unit & its Operation" at any OR all of the five sites at mentioned below, under a long term JV offered to the Entrepreneurs from Private Sector /Cooperatives for independent and interference free operation.

Bidding document can be downloaded from NAFED Website.

Incomplete or defective tenders shall be rejected.

The NAFED reserves the right to cancel any one or all the bids of the tender without giving any reason.

NOTICE OF DISCLAIMER

- i. The information contained in this EOI or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- 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 Applicants in making their decision to place their applications against this EOI. 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 application. 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 representation, 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 an Applicant, 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 this EOI. Applicants have to undertake their own studies and provide their applications.
- 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 proposal 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 Applications submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- ix. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any other costs incurred by the applicant thereafter.
- x. NAFED may at its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information.
- xi. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- xii. NAFED reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to the EOI will be notified on NAFED website by way of corrigendum.
- xiii. Mere submission of an application does not ensure selection of the Applicant as Successful Applicant or applicant.
- xiv. National Agricultural Cooperative Marketing Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under the relevant provisions of the Multi State Cooperative Societies Act, 2002 (as amended up-to-date), having its Head Office at NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, (hereinafter referred to as the "NAFED").

1. INTRODUCTION AND BACKGROUND

National Agricultural Cooperative Marketing Federation of India Ltd.(NAFED) was established with the objectives to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, distribution of agricultural machinery, implements and other inputs, undertake inter-state, import and export trade, wholesale or retail as the case may be and to act and assist for technical advice in agricultural, production for the promotion and the working of its members, partners, associates and cooperative marketing, processing and supply societies in India.

The EOI document provides in brief the techno-commercial arrangement between NAFED & the Entrepreneurs from Private Sector/ Cooperatives, for Setting-up of "Honey Processing Unit & its Operation" at any OR all of the five sites at mentioned below, under a long term JV offered to the Entrepreneurs from Private Sector /Cooperatives for independent and interference free operation.

2. INTRODUCTION TO THE PROJECT

- 2.1 Keeping in view the importance of beekeeping and to achieve the goal of "Sweet Revolution" the need for a holistic development of beekeeping was felt. Accordingly, a new Central Sector Scheme "National Beekeeping and Honey Mission (NBHM)" for overall promotion & development of scientific beekeeping and production of quality honey & other beehive products is approved by the Govt. of India. The scheme is being implemented through National Bee Board as a Central Sector Scheme with funding by Central Government.
- 2.2 Under Mini Mission-II the Government wants to concentrate on post-harvest management of beekeeping/ beehive products including collection, processing, storage, marketing, value addition, etc. with a thrust to develop requisite infrastructural facilities for these activities; and the NBHM will work in coordination with other Governmental programs / schemes relating to promotion of beekeeping for the overall promotion & development of scientific beekeeping in the country.
- 2.3 **NAFED has offered to implement the proposed project under the NBHM by the establishment of Hub and Spoke Models of Honey and Bee Products through Production, Processing, Branding and Marketing of Honey Involving FPOs of Beekeepers.**
- 2.4 The Project would be based on Farmers/ FPOs/ FPEs already associated with NAFED on village and district levels with a number of Collection Centres / Minimal Processing Centres scattered at village and block levels.
- 2.5 NAFED has entered into MOU with Indian Society of Agribusiness Professionals (ISAP) to provide Incubation support. ISAP is running a Technology Business Incubator supported by the Department of Science and Technology, Ministry of Science and Technology, GOI in Agriculture, Food Processing and Clean Energy domains.

- 2.6 ISAP is empanelled by NAFED as Cluster Based Business Organisation (CBBO) by NAFED for Formation and Promotion of FPOs of Beekeepers in Sundarban, East Champaran, Morena, Mathura and Bharatpur Districts of West Bengal, Bihar, Madhya Pradesh, UP and Rajasthan States respectively.

3. PROJECT SITE LOCATIONS

The Sites Identified for the Proposed Honey Processing Units are:

- i. State – West Bengal**
 - a. Geographical Coverage – 24 Parganas North and South Districts;
- ii. State – Bihar**
 - a. Geographical Coverage – East Champaran and Muzaffarpur Districts
 - b.
- iii. State – Uttar Pradesh**
 - a. Geographical Coverage – Mathura
- iv. State – Madhya Pradesh**
 - a. Geographical Coverage – Morena District
- v. State – Rajasthan**
 - a. Geographical Coverage – Bharatpur District

4. ELIGIBILITY CRITERION FOR SELECTION OF PPP / JV PARTNER.

- 4.1 The applicant can be a Primary Agricultural Credit Societies (PACS), Marketing Cooperative Societies, Farmer Producers Organizations (FPOs), Self Help Group (SHG), OPC, LLP, Farmers, Joint Liability Groups (JLG), Multipurpose Cooperative Societies, Agri-entrepreneurs, Start-ups and Central/State agency or Local Body sponsored Public Private Partnership Projects, or a consortium or joint venture or sole proprietor company registered under the relevant acts of Govt. Of India and should be existing for at least last three years.

Documentary proof of the legal entity may be provided along with relevant documents for last 3 years on the financial status of the legal entity such as audited balance sheet or tax returns etc.

- 4.2 The promoter holding maximum equity in the PPP / JV Partner bidding company will be considered the lead promoter and will be primarily responsible for co-ordination with all stake holders including the NBB and the Ministry of Agriculture to ensure effective implementation of the project.
- 4.3 The combined net worth of the company and its promoters / proposed shareholders of PPP / JV Partner shall not be less than Rs.5.00 crore for joining in one single unit and Rs.10.00crore for joining in all five units of the project.

Each member in PPP / JV Partner Company or cooperative must have a net worth at least proportionate to his/her proposed equity contribution in the JV in order to ensure requisite contribution for the project from each shareholder.

- 4.4 The PPP / JV Partner needs to bring in at least 40 percent of the total project cost as equity. Balance can be sourced through long term / short term loans and borrowings.
- 4.5 Against transfer of available Grant-in-Aid for each of the Projects, NAFED shall hold 40 percent of equity in the JV. However it will be no such binding, if the **PPP / JV Partner wants to bring in higher contribution. NAFED shall be open to dilute its equity percentage.**
- 4.6 **PPP / JV PARTNER** is not permitted to sell or lease the unit to a third party. The Unit can only be offer job work or private label manufacturing services to third parties.
- 4.7 The manufacturing and storage facilities in the Unit cannot be sold or leased out by the PPP/JV PARTNER. They can only be offered on short term rental basis.
- 4.8 Every **PPP / JV PARTNER** will publish the user charges/hiring rates for facilities on their and NAFED websites for wider information of the prospective users. This information will also be made available to Ministry and State Government concerned for uploading on their websites.

5 LIST OF THE DOCUMENTS / INFORMATION REQUIRED FOR SUBMITTING WITH THE EOI /PROPOSALS

- 5.1 Profiles of the Promoters who will be the key shareholders of the Proposed JV
- 5.2 Names and brief profiles of Promoters along with their contact details
- 5.3 The nature and location of existing business operations
- 5.4 Audited balance sheets for last 3 years or Chartered Accountant (CA) Certificates that would establish the net worth
- 5.5 Brief note as to why the promoters are keen to join the Honey Processing project as PPP/ JV PARTNER
- 5.6 Shareholding details of the SPV including shareholding pattern
- 5.7 Any other relevant information to establish the credentials and suitability of the promoters

6 DOCUMENTS IN SUPPORT OF NETWORTH:

- 6.1. The net-worth in case of Companies would be calculated based on the definition of net-worth in the Companies Act 2013. However, the re-valuation reserves may be considered as part of the net-worth only if the same is reflected in the Audited Balance Sheet of the Company and continue to be reflected in the Audited Balance Sheet of the Company.
- 6.2. In case of land/ building forming part of the net-worth, the ownership documents, duly authenticated by the competent State Revenue Authority shall be submitted. The valuation of the immovable assets on the basis of circle

rates(as on date of application) declared by the concerned State Government should be duly certified by the competent State Revenue Authority.

- 6.3. In case of investment in shares of the listed companies, proofs of the market value of the share at the time of calculation of the value of the investment shall be submitted
- 6.4. In case of investment in unlisted companies, the latest audited financial statements along with complete schedules and notes forming part thereof, duly certified by the Statutory Auditors shall be submitted in order to calculate the value of shares in that company.
- 6.5. The miscellaneous assets shall be clearly specified and basis of calculation of their value, duly certified by the concerned Govt. approved valuer shall be submitted.
- 6.6. The above valuation must be carried out within a period of 30 days preceding EOI bid submission date.
- 6.7. In the case of proposed PPP/JV shareholders, if there is cross holding of the net-worth amongst the Members (e.g. both a company as well as the shareholders that company are the proposed SPV shareholders), the net-worth of the company would be considered in full, however, net-worth of the individual would be considered only to the tune after discounting its shareholding in the company which is a proposed shareholder.

7. INTRODUCTION TO THE PROJECT & FINANCIAL INDICATORS

7.1. Proposed Capacity of Each Unit:

The installed capacity of each Honey Processing & Production after the completion of the proposed first phase of implementation plan is envisaged a **2,100 MT** per annum per HUB or Central Processing Unit based on the installed capacity of **1000kgph** for **7 hours for 300 days i.e 2100** operating hours per year.

Total installed capacity of all the 5 processing units is 10,500 MT of which three units have processing and packing facility for bulk trade and two units have processing and packing facility for retail trade. The Bulk trade units shall pack the finished products in 200 lt (300 kg) epoxy coated MS barrels or HDPE drums depending on the requirements of the customer. The units with retail packing can pack honey in HDPE / Glass Jars of 250g, 500g and 1kg.

7.2. Estimated Capital Cost of the Project

- 7.2.1 The complete project has a estimated investment value of approximately INR 6230.24 Lacs including working capital margin of Rs.550 Lacs. The Financial assistance sanctioned by NBB under the NBHM for capital investments is Rs.2425.13 Lacs for setting up of 5 Honey processing Plants,30 Collection Centres, 5 Cold Storages and 5 in-house laboratories was accorded on 31st March 2021 vide letter no.F.No.6-39/2020-NBB.
- 7.2.2 A separate financial assistance of Rs.500.00 Lacs for setting up five laboratories has also been sanctioned on 31st March 2021 vide letter no.F.No.6-23/2021-NBB.
- 7.2.3 Since NAFED has decided not to invest financially in the Project, it has been proposed to get the gap funding for Collection centers from and through FPOs and

for the Processing Units, Cold Storage and Laboratory through a private investor JV under PPP mode.

7.2.4 The total tangible cost of the project is Rs. 5327.21 lac of which 2925.13 lac shall be funded by the Grant-in-Aid sanctioned under NBHM.

7.2.5 The Capital Cost of each of the Processing Unit and 6 linked collection centres is estimated at **Rs.1246 lac**, including working capital margin and other non tangible costs but excluding the cost of land which is going to be arranged on lease by **NAFED**.

7.2.6 The tangible assets for each processing unit including which include the technical civil works, process plant and machinery, cold store, laboratories, equipment and systems for utilities are estimated at about **Rs 885.00 lac** and at each collection centre at **Rs.30.00 lac**.

7.3. Proposed Sources of Finance:

- | | | | |
|----|----------------------|---|--|
| a. | NAFED | = | Rs 585 lac in the form of Grant-in-Aid+ Land on lease |
| b. | Private Entrepreneur | = | Rs 800 lac in form of Equity or Loans from FIs |
| c. | Collection Centres | = | Rs. 180 lac for 6 centres linked to each collection centres. |

Collection Centres may be established by the FPOs along with FOF and FIFA and may be established and invested as independent operations.

The long term loan to meet the capital cost of the project and the short term loan to meet the working capital requirements shall have to be arranged by the private partner to the project. **NAFED** will be obliged to issue the necessary NOC to facilitate the hypothecation of the assets to the banks if required for advancement of the loans.

7.4. Estimated Annual Turn-over and Gross Profit

The annual turn-over at 100% capacity utilization for each of the projects is estimated at Rs 3495.00 lac generating a gross profit at Rs 1811.00 lac and net profit of Rs.1343.00 after interest and depreciation.

7.5. The Period of Lease

The initial concession period of lease offered by **NAFED** to the Private Entrepreneur shall be for a period of **10 years**. Thereafter the same can be renewed on terms and conditions as mutually agreed upon.

Alternately the Private entrepreneur shall have the option to buy-back the **NAFED** share holding at mutually agreed value to wrest 100% control of the unit after the expiry of the lease period.

7.6. Product Buy Back Guarantee

NAFED will guarantee the buy-back of at least 30%* of the total production at price as mutually agreed upon. (* The break-even is achieved at 25.21% of the capacity utilization of the unit)

The private partner shall however be free to sell the product outside if able to fetch a superior price.

- 7.7. The Operation and Management Control of the Joint Venture / PPP Company shall be in the hands of Private Investor with proportional representation of NAFED on the Board of Directors.
- 7.8. The Joint Venture/PPP Company shall be obliged to include at least 1 representative from NAFED on its board.
- 7.9. The JV Company shall be obliged to provide the employment opportunity to the local incumbents and members of the FPOs linked to the Processing Unit.
- 7.10. NAFED shall undertake the responsibility for collection of Honey at the proposed six collection centres dedicated to each project and to supply the same to the JV Company Processing unit.
- 7.11. The Processing Unit will have to be operational compulsorily at a minimum of 50% capacity utilization of the plant and buy all produce of the six collection centres linked to it as a consolidated project under NBHM.
- 7.12. The sharing of the net annual profits earned from the plant in operation shall be shared in the ratio of equity shareholding between the two JV Partners.
- 7.13. The Process & Engineering Consultants to all the projects are:

Mariental India Pvt. Ltd.
A-34, Naraina Industrial Area, Phase-II,
Naraina, New Delhi-110028
Tel.: 4553 7337 / 4703 3177
Email: mariental@gmail.com

Contact Person: Vinod Kaul, CEO
Phone: +91 96503 77799
Email: vinod@marientalindia.com

8. EOI DATA SHEET

| S.No. | Key Information | Details |
|-------|-----------------|---|
| 8.1. | Project Name | “SHORTLISTING OF FOR JOINT VENTURE WITH INVESTMENT FOR GAP FUNDING, OPERATION & MAINTENANCE OF HONEY PROCESSING PROJECT / UNIT(S) AND RELATED COMPONENTS ON OPERATE, MAINTAIN, TRANSFER MODEL FOR A PERIOD OF 10 YEARS” |

8.2. Authority NATIONAL AGRICULTURAL COOPERATIVE MARKETING
FEDERATION OF INDIA LTD.(NAFED)

8.3. Location/s As mentioned in the EOI Document

9. PROPOSAL CONDITIONS AND EVALUATION

9.1. Proposal Validity The Proposal shall be unconditional, firm and irrevocable and shall be valid for a period of 60 (sixty) days from the Proposal Due Date

9.2. Minimum Eligibility Criteria Applicant must meet all the following minimum eligibility criteria.

The applicant can be a Primary Agricultural Credit Societies (PACS), Marketing Cooperative Societies, Farmer Producers Organizations (FPOs), Self Help Group (SHG), OPC, LLP, Farmers, Joint Liability Groups (JLG), Multipurpose Cooperative Societies, Agri-entrepreneurs, Start-ups and Central/State agency or Local Body sponsored Public Private Partnership Projects, or a consortium or joint venture or sole proprietor company registered under the relevant acts of Govt. Of India and should be existing for at least last three years.

- i. Must have minimum 5 years of real time experience in FMCG, Food processing, Agriculture products, Dairy processing or Aqua processing business with operations as on the date of submission of bid.
- ii. Minimum average annual turnover in the last three financial years should not be less than 25% of the estimated project(s) / Unit(s) cost individually for which the Applicant is bidding for. The estimated cost is mentioned in the EOI Document.
The combined net worth of the Company and its promoters / proposed shareholders of PPP / JV Partner shall not be less than Rs.5.00 crore for joining in one single unit and Rs.10.00 crore for joining in all five units of the project
- iii. Companies with National foot print and business operations shall be preferred.
- iv. The Applicant should not have been debarred/ blacklisted/ banned/not being under declaration of ineligibility for corrupt or fraudulent practices by any Government/ PSU in India or Globally as on the date of submission of bid. A self declaration or self certification shall be submitted by the Applicant.

Note: The Applicant can apply for operating one or more processing units at different locations mentioned in EOI Document with separate forms duly filled.

9.3 Proposal Evaluation
base
Proposal of only those Applicants meeting the minimum eligibility criteria will be considered and undertaken. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further evaluation process. The short listing will be done on the of the biggest applicant in terms of turnover, net worth and financial resources

9.4 Scope of Work
NAFED will create the necessary infrastructure, modern honey processing units in the allocated Honey Clusters. Reputed and credible companies which can operate these units, consume/trade and handle planned volume of honey are invited for operating these processing units on plug and play model.

In this context NAFED invites interested firms, companies, MNCs having credibility, experience and financial strength to participate in overall progress of Honey Processing and Trade in the country.

i. Honey processing units will be established / constructed by NAFED in 5 Clusters located in 5 districts based on the availability of honey, surplus production, scope of expansion and available resources for meeting global standards.

ii. Honey processing units shall be allotted to Selected Applicant for minimum block period of 10 years in plug and play module from the date of signing the agreement with the Selected Applicant pursuant to the tendering process

The block period of 10 years may further be extended further upon the successful completion of the tenure and willingness of the applicant to continue by both the parties with mutually agreed terms and conditions.

iii. Selected Firms should also be open and willing to process, pack & market FPOs brand with forward and backward market linkages, if needed.

iv. Selected firms should also absorb the surplus honey in the cluster at Minimum Support Price (MSP) / Market price with purchases from FPOs, Farmers, Primary processing centres may be with long term agreement.

10. PROPOSAL SUBMISSIONS

10.1 Submission of EOI The Applicant shall submit the response (Application) either through Courier or through E-Mail at the given addresses as mentioned in this document along with hardcopy.

10.2 Mandatory Requirements Copy of Company / Firm / LLP / Society / JV Registration certificate, along with their MOA & AOA.

Certified IT returns for the last 3 years.

Audited financial statements for the last 3 years

Brief description of the entity emphasizing on its industrial operations, plant or factory locations, presence in India or overseas, Market share, relevant experience, allied activities.

Experiences in the Agro or Food Processing Field.

Contact details of persons for addressing communication and details of key managerial personnel and authorized signatories in the organization.

Write up on Approach Methodology, requirement(s), Basic designs, Technology, Plan of Action etc, towards Operations & Maintenance.

- 10.3 Procedure & Selection
- i. Submission of EOI & Draft presentation with all requisite information by Interested companies/ Entities for Operating processing units at respective locations.
 - ii. Based on the information furnished NAFED shall scrutinize the forms and prepare a list of shortlisted firms.
 - iii. Preference shall be given for well-established Reputed Entities in agro and food sector & Global Food processing or Food Trading companies who can utilize the maximum honey available in the area.
 - iv. Final Selection of PPP/JV PARTNER, operating Companies/ Entities will be done based on competitive bidding
 - v. Selected Firms/ Entities will enter into an MOU with NAFED and commencement of construction of PUs shall be done by NAFED and handover the processing unit within stipulated time as per MOU timelines.

NAFED shall have the absolute right to make alterations, omissions, additions in services or items if any at the time of award

of the contract pursuant to the tendering process. NAFED shall inform the selected applicant in advance before entering the MOU. In case the selected bidder does not agree with any terms mentioned above, the competent authority will be at liberty to award the contract to the next eligible bidder with the same terms and conditions of the first bidder.

- 10.4 Awarding the contract, MOU NAFED will enter into an MOU for the above said objective separately with each selected applicant and for the respective Food processing units at identified locations. All terms and conditions, clauses, operational guidelines of the MOU for each of the units, shall be laid down before drafting the agreements or issuing the contract pursuant to the tendering process

11. APPLICATION FORM

A sample application form is provided in Annexure 1.

The queries raised by Agencies in previous pre-bid meeting rounds and their clarifications are being provided at Annexure-4.

12 SECURITY DEPOSIT

- 12.1 Upon selection, the applicant shall within 15 days deposit 5% of the proposed investment value as a security deposit.
- 12.2 The validity of the Security deposit will be intimated later as per proposed plan and shall be extended till the completion of project.
- 12.3 The Security deposit shall be forfeited if the applicant is not able to complete the transaction as per time schedule.
- 12.4 No interest on the amount of security deposit will be paid and the same will be refunded after successful completion of the project on expiry of the agreement

13. PROCESS OF SUBMISSION OF APPLICATION

- 13.1 The application shall be submitted in hard copy of EOI document duly signed by the Authorized Signatory with self-attested copies of the supporting documents at the below mentioned address.
- 13.2 Applicant who has downloaded the EOI from the NAFED website shall not tamper/modify the EOI application form, in any manner. In case if the same is found to be tampered/modified in any manner, the application will be summarily rejected.
- 13.3 The EOI application shall be in English language. All correspondence and documents relating to the EOI exchanged between the applicant and NAFED shall also be in English

language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the application but not in English language shall not be treated as part of the EOI application document. The responsibility for the correctness of the translations if any solely rests on the applicant and NAFED shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the document, the English translation shall prevail.

13.4 Applications that are received without documents for essential requirements will be summarily rejected.

13.5 The empanelled Agency will have to sign a specific Agreement with NAFED. Empanelment with NAFED does not guarantee award of work to the Agency.

14. INDEMNITY

14.1 The Applicant shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Applicant in respect of the services provided etc., whatsoever.

15. CONFIDENTIALITY

15.1 The Applicant and its employees shall undertake to maintain absolute Confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to agency of Govt. of India and its affairs to which the Applicant)/ their employees etc have access, in the course of performance of the contract.

16. HOLIDAY LISTING

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with NAFED in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. NAFED shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by NAFED and available separately in NAFED website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by NAFED. NAFED Holiday Listing Policy is also available on the NAFED Website under Tenders Section.

17. EXECUTION OF AGREEMENT

Separate agreements for award of work shall be executed between NAFED and the Applicant on Non-Judicial Stamp Paper of Rs. 100/-, to be provided by the Applicant on award of work. The terms and conditions enumerated in the tender shall form the part of the agreement. NAFED reserves the right to change the terms and conditions of the Service Level Agreement post award of the work and terms and conditions of the Service Level Agreement shall prevail over the EOI.

18. FORCE MAJEURE

18.1 Affected Party: An affected Party shall mean the party whose performance has been affected by an event of Force Majeure.

18.2 A Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this EOI, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), pandemic, epidemic, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions, or
- b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo; or
- c) any event or circumstance of a nature analogous to any of the above;
- d) Judgment or Order of Court of law, directions of Statutory Authority, delay/ rejection/ refusal of required statutory permissions for undertaking the Project, or
- e) Change in laws of India or the policy of the Govt. of India at any point of time making it impossible for the parties to perform their part of obligations under the EOI.

19 FORCE MAJEURE EXCLUSIONS

Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, fuel or consumables for the Project;
- b) Delay in the performance of any contractor & sub-contractors.
- c) Non-performance resulting from normal wear and tear;
- d) Strikes or labour disturbance at the facilities of the Affected Party;

- e) Insufficiency of finances or funds or the EOI becoming onerous to perform; and
- f) Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law or Indian Directive; or
 - iii. Breach of, or default under this EOI or any Project EOIs or Government EOIs.

20. NOTIFICATION OF FORCE MAJEURE EVENT

20.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it not reasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the situation.

20.2 The Affected Party shall give notice to the other Party of;

- a) The cessation of the relevant event of Force Majeure; and
- b) The cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this EOI, as soon as practicable after becoming aware of each of these cessations.

21. APPLICABLE LAW JURISDICTION AND DISPUTE RESOLUTION

21.1 The EOI document shall be constituted and the legal relation between the applicants hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of/ touching and/or concerning this EOI and applicants to this EOI agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

21.2 All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof 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 date) or any statutory amendments/ modifications thereof for the time

being in force. The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

- 21.3 Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the intending Applicant in the courts having jurisdiction over the parties.

22. INFORMATION TO THE APPLICANT(S)

- 22.1 NAFED reserves the right to accept or reject any / all EOI applications without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on NAFED website <https://www.NAFED-india.com> only, by way of corrigendum.
- 22.2 All Applicants are responsible for all costs incurred by them when evaluating and responding to this EOI and any negotiation costs incurred by the recipient thereafter.
- 22.3 NAFED reserves the right to modify, suspend, change or supplements this EOI at any stage of the process. Any change to the EOI will be notified through the above mentioned NAFED website. This EOI Information document 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. Mere submission of applications under this EOI does not ensure selection of the Applicant as Successful Applicant.
- 22.4 The applications should be complete in all respects. Incomplete and unsigned applications not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
- 22.5 After scrutiny of documents in accordance with the terms & conditions of this EOI. NAFED shall shortlist the eligible participators fulfilling eligibility criteria and inform them accordingly.
- 22.6 In case of differences arising in the terms and conditions of the EOI documents with the firm(s), the decision of NAFED shall final and binding upon all.
- 22.7 Applications which are vague / conditional / incomplete / not confirming to the laid down procedure in any respect will be rejected.
- 22.8 The applicant should sign on each page of the EOI documents.
- 22.9 NAFED reserves the rights to call any additional information/documents from applicant(s) and same shall be submitted by the applicant to NAFED within given time period.
- 22.10 Integrity Pact as decided by NAFED has to be signed by the Applicant.

23. EARNEST MONEY DEPOSIT

- i. Earnest Money of **Rs. 1,00,000.00 (Rupees One Lakh only)** is submitted in the form of

a **demand draft** payable to “**National Agricultural Cooperative Marketing Federation of India Limited**” at New Delhi.

ii. EMD can also be submitted through NEFT/RTGS on the following account:

NAME OF THE BENIFICIARY- NAFED
NAME OF THE ACCOUNT NUMBER- 309009093946
NAME OF BANK- RBL BANK
ADDRESS OF THE BANK- DEFENCE COLONY, NEW DELHI
IFSC CODE- RATN0000292

iii. For successful bidders, the EMD will be adjusted in the Security Deposit. For rejected Agencies/bidders, the EMD will be refunded.

23. CONTACT DETAILS FOR FURTHER INFORMATION

| | |
|---|---|
| Time and Address for submission of Application | On all working days, the application may be submitted to: NAFED, NAFED House, Siddhartha Enclave , Ashram Chowk, Ring Road, New Delhi - 110014 |
| Contact Person | Sh. Unnikrishna Kurup R GM (FOF) E-mail: fofddivision@NAFED-india.com |

To,

Managing Director,
NAFED
NAFED House, Siddhartha Enclave
Ring Road, Ashram Chowk,
New Delhi-110014

Subject: Submission of EOI for Investment in JV for Honey Processing Unit /Project for Installation, Operation and Management under PPP model in JV with NAFED and /or its related Agencies

Dear Sir,

Having examined the EOI, the receipt of which is hereby duly acknowledged, I/We offer to submit the EOI for Investment in JV for Honey Processing Unit /Project.

With reference to the EOI Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for short listing for the subject Project. I / We are herewith submitting our EOI proposal for the following Project(s) / Units(s) _____.

I/We agree and understand that the EOI and this EOI is non-binding and non-committal. Further, I/we confirm that neither NAFED nor any of its employees, associates, affiliates or its agents shall not be liable to me/us for any liability arising directly or indirectly from our participation in the EOI Process

I/We further agree, understand and fully comprehend that NAFED may in its absolute and exclusive discretion at any time change, alter, replace, remove and/or cancel any or all part of the EOI Document or the Project.

I/We submit here to my/our EOI as per the requirements and details specified in the EOI Document. I/We confirm that the information contained in these submissions or any part thereof, including the appendices, and other documents and instruments delivered or to be delivered to NAFED are true, accurate, verifiable and complete. These submissions include all information necessary to ensure that the statements therein do not in whole or in part mislead NAFED in its EOI Process

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading during the EOI Process, I/we are liable to be disqualified from the EOI Process.

I/We acknowledge that NAFED will be relying on the information provided in the Proposal and the documents accompanying the EOI Proposal for short listing, and we certify that all information provided in the EOI Proposal and in the Formats are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

This statement is made for the express purpose of appointment as the PPP / JV Partner for the aforesaid Project(s).

I / We shall make available to the NAFED (Authority) any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I / We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

I/We declare that:

- (a) We have examined and have no reservations to the EOI Document, including any Addendum issued by NAFED;
- (b) I / We do not have any conflict of interest as mentioned in the EOI Document;
- (c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with NAFED or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

I/We hereby irrevocably waived any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NAFED in connection with the short listing or in connection with the Short listing Process itself in respect of the above-mentioned Project(s).

In the event of my/our Company being selected as the PPP/JV Partner for subject Project(s), I/we agree and undertake to provide the services in accordance with the provisions of the EOI shall be responsible for providing the agreed services ourselves and not through any other person or Associate.

I/We have studied EOI and all other documents carefully. We understand that we shall have not claim, right or title arising out of any documents or information provided to us by NAFED or in respect of any matter arising out of or concerning or relating to the Short listing Process including the award of Project(s).

The Proposal(s) are being submitted along with Formats to prove our eligibility details. The contents provided in this regard shall be binding on us.

I/We agree and undertake to abide by all the terms and conditions of the EOI Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI Document.

In response to the Invitation for Expressions of Interest (EOI) issued on _____ for the above purpose, we would like to express interest to carry out the proposed task. As instructed, we attach the following documents:

- i. Organizational Details
- ii. Experience in related fields
- iii. Financial strength of the organization
- iv. Additional information
- v. Declaration
- vi. Introduction to current business operations Company/Firm/LLP/Society/JV
their brief description (along with audited financials for at least 3 years)

I/We agree for unconditional acceptance of all the terms and conditions set out in the EOI Document. I / We acknowledge the right of NAFED to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We agree that NAFED is not bound to accept any EOI it may receive. I/We also agree that NAFED reserves the right in absolute sense to reject all or any of the EOI received as per the EOI Document and Advertisement.

I/We understand that you may cancel the Short listing Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Company, without incurring any liability to the Applicants in accordance with the EOI Document.

It is hereby confirmed that I/We am/are entitled to act on behalf of my/our firm and empowered to submit this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory

Name of the Authorized Signatory

Address of the Applicant.....

Telephone & Fax of the Applicant...

Email Address of the Applicant.....

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Format for Application

- 1 Applicant details
 - a. Name of the Applicant
 - b. Name of key persons
 - c. Authorized signatories
 - d. Contact details Registration details (if any)
 - e. Certificate of incorporation
 - f. Registration Number
 - g. PAN Number
 - h. CIN no
 - i. GST No
 - j. Registered and local office addresses (with documentary proof)
- 2 Proposal / Offer Application & Document
- 3 Profile of the Applicant - Brief description on type of business, experience etc.
- 4 Documents to demonstrate the financial capacity –Annual Report or Certificate of Chartered Accountant certifying Last three years Income, Expenditure and profit / loss (Copies to be enclosed).
- 5 Proof of experience or work done in the Related Field / Post harvest Management

Declaration by the Applicant regarding Qualifications

In relation to my/our application submitted to NAFED in response to their Notice Inviting EOI Investment in JV for Honey Processing Unit /Project for Installation, Operation and Management under PPP model in JV with NAFED and /or its related Agencies, I/we hereby declare under that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required as per EOI document issued by NAFED.
2. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
3. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the assignment or which relates to a grave offence that outrages the moral sense of the community

4. I/we do not have a conflict of interest as specified in the Act, Rules and the EOI Document, which materially affects fair competition.
5. I/we have not been blacklisted or debarred by any state departments/Corporations or central/ state Govt. as on the last date of Application submission.
6. I /we acknowledge that proprietor/any of the partners of the Applicant firm/any of the Directors of the Applicant entity have been at any time, convicted by a Court for an offence involving moral turpitude.

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

(seal if available)

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 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 society/FPO/company incorporated under the or Partnership Firm duly registered vide Deed of Partnership dated..... or Proprietorship Firm, through its Director/Partner/Proprietor Mr./Mrs. _____ and having its registered office at _____ (hereinafter referred to as "Vendor/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 Agency.

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 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 4: Queries raised by Agencies in previous pre-bid meetings

| S.No. | Query | Clarification |
|-------|--|--|
| 1 | Will the proposed land allotment to each unit be transferred to the JV through either an outright sale or long lease? What would the mechanics be? | The land preferably would be government land so, whatever terms are applicable to NAFED on allotment shall be applicable to JV. If the land is privately owned/FPO owned, it would need to be purchased by the JV at locally applicable rates. |
| 2 | Transfer pricing mechanism for the buyback of product/produce and fixing of prices. | NAFED may facilitate the buyback of 30 % of the production at annually pre-fixed rates through NAFED outlets. The pricing mechanism for rest of the produce will depend on the market prices/situation. |
| 3 | Are bids for single parties considered? Or is it necessary for interested parties to bid for all units together? | NAFED is open to both options, bids for individual units as well as all units together. |
| 4 | Equity holding of NAFED in the project and its participation in management and BOD in the company | Equity would be taken by NAFED based on the contribution by the bidders/Agencies. And for day-to-day operations NAFED would not be involved in the processing and management but NAFED would like to have stakeholders from their side in the board of directors. The JV will have to submit quarterly returns of production as well as profitability to NAFED. |
| 5 | Will there be an agreement covering all the operations, and terms and conditions of the company? | A detailed agreement with all terms and conditions and scope of work would be executed with the shortlisted bidders. |
| 6 | Excluding subsidy and land will the other areas like government clearances, water, electricity, etc. be covered by NAFED? | NAFED will assist the JV in compliances & local Government clearances and power, water connections. Further, NAFED will coordinate with the respective departments through their local offices but all the expenses will be covered by the JV |
| 7 | Is the 49% stake of NAFED non-negotiable? | Depends on the portion of contribution |
| 8 | Will other products rather than honey be supported? | Everything will be supported that is the output of bee keeping like wax and other bee by-products. |

(contd.. on next page)

| S.No. | Query | Clarification |
|--|---|---|
| 9 | Sourcing of honey and how to control the leakages in the contract? | The beekeepers are mobilized into FPOs that are members of NAFED subsidiary FIFA and also enrolled on MadhuKranti portal of National Bee Board (NBB). The FPOs will take responsibility for collection of honey at the collection centres being set up by NAFED with proper quality assurance for onward supply to the processing centre(s). So, we do not envisage any leakages in the proposed structure and value chain. |
| 10 | Tax benefits | There is an Income tax exemption for a period of 5 years as per tax rules for new food processing project. We will also try to get SGST exemptions wherever applicable, and will try to bring on board some relevant subsidies. |
| 11 | Shouldn't the stake of NAFED be propotional to the investment of the project? | Same response as Point 7 |
| 12 | Quality SOPs to be followed for honey? | Primary quality testing would be done at the collection centres and only the honey that is possible for processing would be taken from the farmers, further at the processing centres the JVs can also reject the honey if the quality is not appropriate. |
| 13 | Will NAFED support JVs in all clearances? | Yes. |
| 14 | Mortgage of land | Mortgage will depend on the terms of the allotment |
| <p style="text-align: center;">Note: The similar/repeated queries raised by other organizations have clarified as stated above.</p> | | |

END OF EOI DOCUMENT