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

**Nafed Warehousing Complex, Chhatha Meel Chauraha,
Near Fire Station, Sitapur Road, Lucknow UP 226201**

NAFED INVITES REQUEST FOR PROPOSALS (RFP) FROM ELIGIBLE APPLICANTS

For

**CONCEPTUALISATION, OPERATING AND MANAGEMENT OF NAFED CAFÉ AT
NBCC COMPLEX, GOMTI NAGAR EXTENSION, LUCKNOW**

RFP No.: - LKO/MK/RBD/NAFED CAFÉ/2025-26/01

State Head

NAFED Lucknow

Nafed Warehousing Complex, Chhatha Meel Chauraha,
Near Fire Station, Sitapur Road, Lucknow UP 226201

E-Mail : naflkn@nafed-india.com

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For
CONCEPTUALISATION, OPERATING AND MANAGEMENT OF NAFED CAFÉ AT
NBCC COMMERCIAL COMPLEX, GOMTI NAGAR EXTENSION, LUCKNOW

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), Nafed Warehousing Complex, Chhatha Meel Chauraha, Near Fire Station, Sitapur Road, Lucknow UP 226201 invites sealed Request for Proposals (RFP) for Conceptualisation, Operating and Management of NAFED Café at NBCC Commercial Complex, Gomti Nagar Extension, Lucknow, with a view to expand its presence in the retail sector and promote its ready-to-eat and ready-to-cook NAFED Branded products to customers has intended to join hands with eligible applicants with prior experience in operating a thematic Cafe/Restaurants/Outlets. Interested parties can submit their application along with copies of all required documents/profile etc. by Post/ Courier or by Hand at NAFED, Head Office on or before the last date and time prescribed in this RFP which shall be opened in the presence of parties or their authorized representatives on the same date and time as prescribed in this RFP. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. For any query and clarification kindly contact State Head, Nafed Uttar Pradesh.

<p>State Head NAFED Lucknow Nafed Warehousing Complex, Chhatha Meel Chauraha, Near Fire Station, Sitapur Road, Lucknow UP 226201 E-Mail : nafkln@nafed-india.com</p>
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SECTION I

NOTICE OF DISCLAIMER

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

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

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

END OF SECTION I

SECTION II

INTRODUCTION & INVITATION TO BID

1. 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").
2. NAFED has ventured into Consumer Marketing as a step towards diversification of its activities to make available essential items of daily need to the consumers at affordable rates. In the sixty years of its existence, NAFED has become a brand name amongst the farmers and consumers. The NAFED brand of pulses, spices, tea, food grains and other products are quite popular amongst the consumers owing to superior quality. NAFED deals in all kinds of pulses and spices produced in India. The blending and packaging of tea is done at its own unit located in Guwahati.
3. NAFED is also supplying grocery and other items to prestigious institutions in the country including reputed Hospitals, Public Sector Undertakings, Schools, Hostels, Ministries, IITs.
4. NAFED branded products like NAFED Tea, NAFED Pulses, Rice, Besan, Spices, Rice Bran oil and Mustard oil are very popular among the consumers and have received an overwhelming response owing to which NAFED has decided to venture in the General Trade market by developing and expanding its distribution channel to establish a supply chain, where in the sourcing, procurement, packaging, storage and distribution / supply takes place.
5. NAFED's robust advertising, branding and marketing strategy ensures continued sales growth benefiting all the parties involved. NAFED will leverage its existing and upcoming retail, institutional and direct sales channel to make the products readily accessible to retail and institutional buyers for purchase. NAFED's networking is second to none and has all the right ingredients available to successfully run PAN INDIA Projects. Our extensive network, diversifying all across India is a critical factor, having opened and successfully running retail outlets covering various geographical locations.
6. NAFED has planned to circulate RFP for conceptualization, operation and management of a thematic Nafed Café at NBCC Commercial Complex, Gomti Nagar Extension, Lucknow.
7. The response to this RFP should be submitted offline on or before the date and time specified as per the schedule for RFP given below and at the address prescribed below:

Nafed Warehousing Complex, Chhatha Meel Chauraha,
Near Fire Station, Sitapur Road, Lucknow UP 226201

8. NAFED reserves the right to reject any or all bids, in whole or in part, prior to signing of the agreement, without assigning any reasons whatsoever.

9. **SCHEDULE FOR RFP**

Particulars	Date & Time
Date of Publishing / uploading of RFP documents on NAFED's Website	30.06.2025
Pre-bid meeting date Link for pre-bid meeting: https://us05web.zoom.us/j/85634844805?pwd=Po5hjZ9AHLFitPK6jIZuy3QNI7iS7W.1 Meeting ID: 856 3484 4805 Passcode: 123456	09.07.2025 at 1400 hours (IST)
Last date & time for submission of Proposal documents / offers	21.07.2025 till 1400 hours (IST)
Proposal documents opening date & time	21.07.2025 at 1500 hours (IST)

***Technically qualified bidders will be informed via email for the opening of financial bids. Qualified bidders, through their representative, may visit the Nafed HO to witness the opening of financial bids by the committee.**

10. **PRE-BID MEETING**

- I. NAFED will hold an online / offline pre bid meeting, with the prospective applicants at the given time and date (as given in the schedule) to discuss the requirement and purpose of the RFP. The address for the offline pre-bid meeting is as follows:

**Nafed Warehousing Complex, Chhatha Meel Chauraha,
Near Fire Station, Sitapur Road, Lucknow UP 226201**

The link for the online pre bid meeting for those applicants not opting for offline pre bid meeting will be shared via email.

- i. Any queries regarding the RFP can be addressed to State Head, NAFED Lucknow via e-mail to **naflkn@nafed-india.com** with the subject **"NAFED INVITES REQUEST FOR PROPOSALS (RFP) FROM ELIGIBLE APPLICANTS For CONCEPTUALISATION, OPERATING AND MANAGEMENT OF NAFED CAFÉ AT NBCC COMMERCIAL COMPLEX, GOMTI NAGAR EXTENSION, LUCKNOW – Queries"** (e-Mail with any other subject will not be entertained).

- ii. Maximum of one representative of each Applicant shall be allowed to participate in the pre-bid meeting.

END OF SECTION II

SECTION-III

1. SCOPE OF WORK

The Successful Applicant shall be responsible for all services related to the conceptualisation of NAFED approved branding for the Cafe, undertake the day-to-day operations and be in charge of / manage all activities being held at the NAFED Café, prepare and manage sale of products at the establishment. The Café shall be located at Ground Floor, NBCC Commercial Complex, Gomti Nagar Extension, Lucknow, Uttar Pradesh - 226010.

The Successful Applicant will bear all the costs in relation to the operation and management of the NAFED Café, including but not limited to, cost of any equipment, manpower, raw material, inventory management and other related expenses. However, the rental cost for the premises shall be borne by NAFED.

The tentative scope of work is as follows:

- i. Prior to engaging in the services to be rendered, the Successful Applicant shall ensure it has all the necessary workforce and personnel with relevant field exposure related to the scope of work at hand.
- ii. The Successful Applicant shall ensure deployment of requisite number of personnel at all times during the term of the services.
- iii. Conduct all surveying and research at the prospective location for the NAFED Café to ensure efficient understanding of functioning requirements.
- iv. Ensure installation and maintenance of all necessary equipment, related infrastructure for the operations and maintenance of the NAFED Café are made available at all times to ensure uninterrupted services.
- v. Assign a competent representative to be the source of communication to NAFED regarding the day-to-day operations of the Establishment.
- vi. Undertake cooking and sale of such food items as approved by NAFED, a reference menu is attached at Annexure V. NAFED shall instruct the Successful Applicant to provide any other items as approved by NAFED to be sold through the NAFED Café.
- vii. Ensure availability of products for sale, as approved by NAFED from time to time.
- viii. Mandatorily use of NAFED's designated POS software for all transactions undertaken at the Café.
- ix. Arrange for all necessary permits, licenses, NOCs and authorisations as may be required from time to time, in order to fulfil the roles and responsibilities set forth within this RFP and for the proper fulfilment of the services expected out of him as per this RFP.

- x. Adhere to and be compliant with all regulatory and statutory requirements as well as laws and regulations. These may include but not be limited to those pertaining to, Food Safety and Standards Authority of India (FSSAI), Goods and Services Tax (GST), Duties & Taxes, Labour, Occupational Safety and Health, Provident Fund, Employee State Insurance, Prevention of Sexual Harassment of Women at Workplace, among others.
- xi. Follow strict personal hygiene at all times, maintain cleanliness and undertake timely garbage disposal.
- xii. Ensure proper and legal billing for sales at the NAFED Café and ensure that all billing practices and record keeping are done in compliance with all applicable laws, regulations and statutory requirements.
- xiii. Maintain true and accurate physical and electronic records of monthly sales in accordance with general accounting principles and in such manner and form so that all values of sales and profits may be readily and accurately determined.
- xiv. Provide daily sales report to NAFED with accurate records of transactions and mode of payments.
- xv. Any other responsibility as assigned by NAFED.
- xvi. Interested Applicants may also visit the site before the last date of submitting applications.
- xvii. The approx. space area of Nafed Café is 477 Sq. ft., including a sitting area and kitchen area.
- xviii. Any future expenses required for refurbishing within the NAFED Café shall be the sole responsibility of the service provider. NAFED shall bear no liability for such expenses.
- xix. NAFED reserves the right to issue and publish addendums for any additions or modifications to the scope of work, terms, or conditions at any stage during the contract period.

2. **ELIGIBILITY CRITERIA**

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

		<ul style="list-style-type: none"> Document from Registrar of Societies
2.	Minimum Average Annual Turnover of Rs. 1 Crore in the last three financial years (FY 2021-22, 2022-23, 2023-24)	Auditor's Report and Audited Financial Statements for FY 2021-22, 2022-23, 2023-24 of the Applicant.
3.	Applicant shall have positive net worth for any three out of the last four financial years (2021-22, 2022-23, 2023-24, 2024-25)	<p>(i) Auditor's Report and Audited Financial Statements for any 3 FY 2021-22, 2022-23, 2023-24, 2024-25 of the Applicant</p> <p>(ii) Net Worth Certificate, certified by CA for any 3 FY 2021-22, 2022-23, 2023-24, 2024-25 of the Applicant</p>
4.	Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) should not be insolvent in last 3 years.	Undertaking on letterhead of the Applicant.
5.	Applicant should have at least 3 years or more experience of operation and maintenance of a restaurant/cafe'/canteen/catering.	Relevant supporting documents/work orders/completion certificates.
6.	Applicant should hold a valid FSSAI registration certificate, as applicable.	Duly signed copy of FSSAI Certificate.
7.	Applicant should hold a valid Goods and Services Tax (GST) registration certificate, as applicable.	Duly signed copy of GST Certificate.
8.	Applicant should hold a valid Permanent Account Number (PAN), as applicable.	Duly signed copy of PAN.

9.	Applicant should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society for corrupt and fraudulent practices and shall have to submit a declaration to this effect.	Undertaking on the letterhead of the Applicant.
10.	As per the prevailing provisions of Section 206AB of the Income Tax Act, 1961, the bidder is required to submit a declaration confirming their compliance with the said section	Annexure- VIII
11.	Bidder is required to submit copies of their ITR-V) for the preceding three (3) financial years.	Duly signed copies of ITR V
12.	Further if any agency be liable for any labour laws like PF, ESI applicable on the said agency, the agency to provide the ESI /PF certificates and all the liabilities pertaining to ESI/PF to be fulfilled by the concern agency and in no case NAFED shall be liable for any such provisions in any time.	

3. **PROCEDURE FOR SUBMISSION OF RFP**

- i. The complete application in respect of this RFP shall be submitted to State Head, NAFED Lucknow, Nafed Warehousing Complex, Chhatha Meel Chauraha, Near Fire Station, Sitapur Road, Lucknow UP 226201. For this RFP other forms of application will not be accepted under any circumstances.
- ii. The bids (complete in all respects) must be submitted in two sealed envelopes (Technical and Financial Bids) as explained below:
- iii. **Envelope No.1 "Technical Bid"**: Documents as applicable and mentioned in RFP are required to be submitted in the given format, with proper seal and signature of authorised person on each page. Each copy of the technical bid submitted should be covered in a separate sealed cover super scribed with the words "**Technical Bid**".

- iv. **Envelope No.2 "Financial Bid"**: Financial Bid should be submitted at the above-mentioned address in the form specified under Annexure-VI. The prices should be mentioned in figures as well as in words wherever mentioned in the Annexure-VI. The Applicant should carefully cross check the prices entered in figures with corresponding figures converted in words. In the event of any discrepancy in price quoted in words and figures, the price allotted in words shall prevail over the price quoted in figures. Each copy of the financial bid submitted should be covered in a separate sealed cover super scribed with the words **"Financial Bid"**.
- v. All Documents viz. Technical Bid and Financial Bid are to be kept in a single sealed cover super scribed with **"NAFED INVITES REQUEST FOR PROPOSALS (RFP) FROM ELIGIBLE APPLICANTS For CONCEPTUALISATION, OPERATING AND MANAGEMENT OF NAFED CAFÉ AT NBCC COMMERCIAL COMPLEX, GOMTI NAGAR EXTENSION, LUCKNOW, UTTAR PRADESH - 226010"**.
- vi. Intending Companies/Parties shall submit Request for Proposal documents in original downloaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Proposals received over Fax/Email shall be summarily rejected.
- vii. The application must be accompanied with processing fees (non-refundable) of Rs. 5,900 (Five Thousand Nine Hundred only) (including 18% GST) by means of DD/ NEFT/ RTGS to NAFED. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of RFP process. The RFP is not the subject of any process of contract or any contractual obligations between NAFED and prospective Applicant. The processing fees shall be valid for a period of 6 months from the date of submission of Proposal document, or beyond any period of extension if requested.

BANK ACCOUNT DETAILS FOR PROCESSING FEE

NAME OF THE BENEFICIARY	: NAFED
ACCOUNT NUMBER	: 6193000100034575
NAME OF BANK	: Punjab National Bank
ADDRESS OF THE BANK	: Chhatha Meel, Lucknow, UP - 226201
IFSC CODE	: PUNB0167000

- viii. Bid must be accompanied with interest free Earnest Money Deposit (EMD) of INR 25,000/- (Rupees Twenty Five Thousand only) by way of RTGS / NEFT/ ELECTRONIC MODE to the NAFED as per following bank details and a proof of payment must be provided along with the application.

BANK ACCOUNT DETAILS FOR EMD

NAME OF THE BENEFICIARY : NAFED
ACCOUNT NUMBER : 6193000100034575
NAME OF BANK : Punjab National Bank
ADDRESS OF THE BANK : Chhatha Meel, Lucknow, UP - 226201
IFSC CODE : PUNB0167000

- ix. Interest free EMD submitted at the time of bid submission may also be converted into the interest free SD by the selected Applicant.
- x. The Proposals must contain the name, designation and place of Business of the person with Phone, Email ID and Fax Nos. of persons making the proposals and must be signed and sealed by the Prospective Agency with his usual signature.
- xi. The signatory of the application qua this RFP shall be authorized to sign and submit the RFP to bind the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative).
- xii. Each page of RFP has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- xiii. In case any documents uploaded under this RFP are found to be tempered/ modified in any manner, RFP will be summarily rejected and RFP processing fee would be forfeited and the applicant would be liable for any suitable action.
- xiv. NAFED reserves, at its sole discretion, the right to approve or reject any or all RFP application(s) without assigning any reason.

4. TECHNICAL EVALUATION CRITERIA

The shortlisted Applicants meeting the eligibility criteria shall be evaluated on the following technical evaluation criteria:

Evaluation Criteria	Weightage (%)	Documents Required
Relevant experience in running similar projects (Experience in operating cafes, canteens, food hubs, or restaurants)	Number of similar Projects Undertaken Maximum Marks - 30 2 Projects – 10 Marks 3- 5 Projects – 20 Marks >6 Projects – 30 Marks	Work Order or Completion Letters

Average Annual Turnover	Maximum Marks - 30 Rs. 1 Cr – Rs. 2 Cr – 10 Marks Above Rs. 2 Cr – Rs. 5 Cr – 20 Marks Above Rs. 5 Cr – 30 Marks	Certificate from Chartered Accountant/Auditor
Technical Approach and Methodology - Understanding of the project objectives - Proposed implementation plan and timeline - Innovation and creativity in centre operations	40 Marks	Technical Approach & Methodology Proposal (in PPT format)
TOTAL	100 MARKS	

The Applicants scoring above 70 marks in the Technical Evaluation Criteria shall be eligible for Financial Evaluation by NAFED.

5. **EVALUATION OF TECHNICALLY QUALIFIED BIDS**

- i. Evaluation of the bids will be done in two-stages namely Technical Evaluation (comprising pre-qualification check and technical score evaluation) and financial evaluation based on the H1 mechanism, i.e., the bidder with the highest financial bid margin percentage will be selected.
- ii. Only applicants with a score above 70 shall be eligible for opening and evaluation of financial bids.
- iii. The proposal with the highest percentage of revenue share from sales will be shortlisted for selection and the other proposals will be ranked on a pro-rata basis, inversely proportional to the offered financial bid i.e., lower marks for lower priced offers.

6. **AWARD OF RFP**

NAFED shall award the contract to the successful Applicant whose bid has been determined to be substantially technically responsive and has been determined as the highest financial bid based on the H1 mechanism, meeting all the eligibility criteria, provided further that the Applicant is determined to be qualified to perform the contract satisfactorily.

7. **SIGNING OF SERVICE LEVEL AGREEMENT (SLA)**

- i. The successful Applicant will sign the SLA with NAFED within 15 days from the date of selection.
- ii. After signing, no variation or modification of the SLA shall be made, except by way of mutual written amendments signed by both parties.

8. **TERM OF CONTRACT**

The Successful Bidder shall be on boarded to undertake the services for the operations and management of the NAFED Café for **THREE YEARS**. The duration of the assignment is subject to be renewed upon the directions of the Competent Authority of NAFED.

9. **AUTHORIZED SIGNATORY**

The person signing the RFP documents should be the duly authorized representative of the Applicant. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be signed by the Authorized Representative only.

10. All documents to be duly signed, stamped, and self-attested at each page as a token of acceptance of all terms and conditions. Documents without sign, stamp and self-attestation shall be summarily rejected and application shall not be considered for further evaluation.

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

- i. Complete RFP document stamped and signed by authorized signatory of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative).
- ii. Application form duly filled, stamped and signed by authorized signatory of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) as per format mentioned in this RFP documents.
- iii. Self-attested & stamped copy of last three financial years (2021,22,2022-23, 2023-24), Net Worth Certificate Certified by CA, audited Balance Sheet and Profit & Loss Account of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) and copy of ITR.
- iv. Duly signed copies of ITR V for preceding 3 financial years.
- v. Duly signed copies of PF, ESI certificates.
- vi. Self-attested & stamped copy of GST registration certificate.

- vii. Self-attested & stamped copy of PAN of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative).
- viii. Self-attested & stamped copy of valid Registration Certificate of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative)
- ix. Copy of the Board Resolution (in case of company) or Authorization Letter (in case of partnership firm) in favour of the Authorized Signatory.
- x. Self-Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- xi. Self-Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) for not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in the e-auctions.
- xii. Self-Declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) for not been prosecuted for violation of rules / laws under Essential Commodities Act or any such others laws or orders there under in any court of laws.
- xiii. Self-declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) for not being under liquidation, court receivership and/or similar proceeding.
- xiv. Self-declaration on letter head of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- xv. Bank account details of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative) (copy of cancelled cheque/ passbook).
- xvi. Any other documents as stated in the RFP for meeting eligibility criteria and technical scoring criteria.

11. INTERPRETATION OF THE CLAUSES IN THE RFP DOCUMENT

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

12. INTEGRITY PACT

The Successful Applicant will be required to sign an Integrity Pact. It will be assumed that successful Applicant has gone through the Integrity Pact (Annexure- IV of this RFP) and have no objections whatsoever in signing the contract.

13. NON-DISCLOSURE AGREEMENT

- i. The Successful Applicant will be required to sign Non-Disclosure Agreement. It will be assumed that successful Applicant has gone through the Non-Disclosure Agreement (Annexure- III of this RFP) and have no objections whatsoever in signing the agreement.
- ii. Violation of NDA shall attract strict action against the violators as the information provided herein by way of this document is for intending Applicants only for the purpose of placing the bids.

14. DECLARATIONS AND UNDERTAKINGS

- i. It shall be incumbent upon all applicants/intending bidders to submit following declarations (Annexure-VII) on the letter head of their entity(ies) while submitting their applications:
 - a) The intending bidder(s)/applicant(s) is/are/was/were neither in litigation with Nafed at any point of time regarding any business and trade activity of Nafed nor was/were it/they ever blacklisted by Nafed on account of such litigation(s) or otherwise.
 - b) Any of the present and past directors/proprietor/partners/promoters etc of intending bidder(s)/applicant(s) was/were or is/are not part of such other and separate entity(ies) which was/were/ is/are in litigation with Nafed in present or past or/and such other entity (les) has/have/had ever been blacklisted by Nafed in the past for any reason.
- ii. If intending bidder(s)/applicant(s) is/are/was/were in litigation (s) with Nafed in present/past, it shall be incumbent upon such bidder(s)/applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (les). In such scenario, the declaration as mandated above at (a&b) shall not be required.
- iii. If any of the applicant(s) /intending bidder(s) or their promoters are found involved in litigation(s) with Nafed whether in past and present or they have/had been blacklisted by Nafed or/and any of the promoters of intending applicant(s)/Bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with Nafed in present or past or/and such other entity (les) has/have/had ever been blacklisted by Nafed in the past for any reason, Nafed shall have sole discretion to decide on the selection of such applicant(s)/bidder(s) even if such applicant(s)/bidder(s) fulfilling eligibility

criteria and Nafed's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

15. ADDITIONAL TERMS AND CONDITIONS

Following additional terms and conditions shall apply to the evaluation process:

i. Other Terms & Conditions

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

- a) The Applicant has fully disclosed to NAFED in its responses all information which could reasonably be regarded as affecting, in any way, the evaluation of the response;
- b) All information contained in the Applicant's response is true, accurate and complete and not misleading in any way;
- c) No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Applicant threatened against or otherwise involving the Applicant which could have an adverse effect on its business, assets or financial condition or upon NAFED'S reputation if the response is successful;
- d) The Applicant will immediately notify NAFED of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Applicant's business, assets or financial condition, NAFED's reputation or render the Applicant unable to perform its obligations under the Service Level Agreement, if any or have a material adverse effect on the evaluation of the responses by NAFED.
- e) The Applicant has not and will not seek to influence any decisions of NAFED during the evaluation process or engage in any uncompetitive behaviour or other practice which may deny legitimate business opportunities to other Applicants.

16. GENERAL PROVISIONS

- i. **Governing Laws:** This bidding will be governed and construed in accordance with the laws of the Republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this bidding may be brought in a court at New Delhi.
- ii. **Compliance with Laws, Notifications etc.:** The successful applicant confirms that it has entered into this transaction with the full knowledge and understanding of this bidding and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt. and the undertakings given by the NAFED to the Competent Authority of the Government of India in this regard and that the Buyer has familiarized itself

with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the NAFED. The successful applicant shall ensure full compliance with all applicable laws, rules, and regulations, including but not limited to the provisions of the Income Tax Act, the Goods and Services Tax (GST) Act, and any other statutory enactments or notifications as may be in force from time to time. All statutory liabilities arising out of such compliance shall be the sole responsibility of the agency. Under no circumstances shall NAFED be held liable for any non-compliance, penalties, or future liabilities related to the Income Tax Act, GST Act, or any other applicable laws.

- iii. **Compliance with Labour Laws (PF/ESI):** The bidder shall be solely responsible for compliance with all applicable labour laws, including but not limited to provisions relating to Provident Fund (PF) and Employees' State Insurance (ESI). The bidder must provide valid PF and ESI registration certificates along with the bid. All liabilities and obligations arising under these laws shall be borne exclusively by the bidder. Under no circumstances shall NAFED be held liable for any non-compliance or obligations related to PF, ESI, or any other labour laws at any point in time.
- iv. **Severability:** If any provision of this bidding is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- v. **Force Majeure:** Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the RFP , party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be.
- vi. **Indemnity:** The Successful 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 Agency in respect of the services provided etc., whatsoever.

17. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION:

- i. This bidding shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhi/High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this agreement and parties to this bidding 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.

- ii. All or any disputes arising out or touching upon or in relation to the terms of this bidding 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 and seat of the arbitration shall be at New Delhi India and language of arbitration shall be English.
- iii. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the Applicant in the courts having jurisdiction over the parties.

18. HOLIDAY LISTING

Notwithstanding anything contained in this RFP document, NAFED's policy for Holiday-Listing of 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.

Annexure – I

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

To,
State Head
NAFED Uttar Pradesh
Nafed Warehousing Complex, Chhatha Meel Chauraha,
Near Fire Station, Sitapur Road, Lucknow UP 226201

Dear Sir,

I / We, submit processing fee for NAFED INVITES REQUEST FOR PROPOSALS (RFP)
FROM ELIGIBLE APPLICANTS For CONCEPTUALISATION, OPERATING AND
MANAGEMENT OF NAFED CAFÉ AT NBCC COMMERCIAL COMPLEX, GOMTI NAGAR
EXTENSION, LUCKNOW, UTTAR PRADESH - 226010.

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

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

Yours Faithfully,

Authorized Signatory

Name :

Designation :

Mobile Number :

Email ID :

Date :

Annexure – II**Application Form**

Name of the Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative)	
Firm type (Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative	
Registered office	
Email Id of Authorized signatory	
Registration No.	
PAN no. of Corporation / Company / Firm / LLP / Trust/ Society (including Cooperative)	
GST Registration No.	
License/Certification, if any	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	

Financials**(Rs. In Lakhs)**

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

NON-DISCLOSURE AGREEMENT
(On Rs. 100/- stamp Paper)

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Lucknow by and between:

M/s National Agricultural Cooperative Marketing Federation of India Limited (NAFED) (hereinafter called the ‘NAFED’) having its registered office at Nafed Warehousing Complex, Chhatha Meel Chauraha, Near Fire Station, Sitapur Road, Lucknow UP 226201.

AND

M/s (hereinafter called the ‘SERVICE PROVIDER’) having its registered office at for

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. Confidential Information and Confidential Materials:

- I. “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored with-in network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement.
- II. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- III. “Confidential Materials” shall mean all tangible materials containing confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions:

- I. Each party shall treat as confidential the Contract and any and all information (“confidential in-formation”) obtained from the other pursuant to the agreement and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.
- II. Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - a. The statutory auditors of the Customer and
 - b. Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof.
- III. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- IV. Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- V. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

- I. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- II. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party’s request, or at Disclosing Party’s option, certify destruction of the same.

- III. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction:
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job.
 - c. Financial liability for actual, consequential or incidental damages
 - d. Termination of contract.
- IV. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous:**

- I. All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any ex-pressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- II. Any documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- III. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- IV. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- V. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written

agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- VI. In case of any dispute, decision of the NAFED will be final.
- VII. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- VIII. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- IX. All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **SUGGESTIONS AND FEEDBACK**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2024 at _____ (month) (place)

For and on behalf of NAFED

Name:
Designation:
Place:

For and on behalf of SERVICE PROVIDER

Name:
Designation:
Place:

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

.....a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vide Deed of Partnership dated or Proprietorship Firm, through its Director/Partner/Proprietor Mr./Mrs. and having its registered office at (hereinafter referred to as "Vendor/Applicant/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART.....,

PREAMBLE

1. The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Applicant(s) and/or Contractor (s).
2. In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the RFP process and the execution of the contract with the Applicants/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

Article: 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - I. No employee of the Principal, personally or through family members, will in connection with the RFP 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.

- II. The Principal will, during the RFP process treat all Applicant (s) with equity and reason. The Principal will in particular, before and during the RFP process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential/additional information through which the Applicant(s) could obtain an unfair advantage in relation to the RFP process or the contract execution.
- III. 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 Applicants(s)/Contractor(s)

- 1. The Applicant(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Applicant(s)/Contractor(s)/Vendor(s) commit themselves to observe the following principles while participating in the RFP process and during the contract execution.
 - I. The Applicant(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the RFP 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 RFP process or during the execution of the contract.
 - II. The Applicant(s)/Contractor(s)/Vendor(s) will not enter with other Applicants into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - III. The Applicant(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Applicant(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - IV. The Applicant(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Applicant(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details of Indian Agents of Foreign Suppliers shall be disclosed by the

Applicant(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- V. The Applicant(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - VI. Applicant(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Applicant(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

Article: 3 – Disqualification from RFP process and exclusion from future contracts

If the Applicant(s)/Contractor(s)/Vendor(s), before award or during execution has committed a transgression through a violation of Article 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Applicant(s)/Contractor(s) from the RFP process or take action as per the laid down procedure.

Article: 4- Compensation for Damages

- 1. If the Principal has disqualified the Applicant(s) from the RFP process prior to the award according to Article 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2. If the Principal has terminated the contract according to Article 3, or if the Principal is entitled to terminate the contract according to Article 3, the Principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article: 5 – Previous transgression

- 1. The Applicant declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the RFP process.
- 2. If the Applicant makes incorrect statement on this subject, he can be disqualified from the RFP process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Article: 6-Equal treatment of all Applicants / Contractors /Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.
2. The principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.
3. The Principal will disqualify from the RFP process all Applicants who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Applicant, Contractor or subcontractor, or if an employee or a representative or an associate of a Applicant, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article: 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Applicants / Contractors as confidential. He /she will report to the Managing Director, Nafed.
3. The Applicant(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Applicant(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of confidential Information' and of 'Absence of Conflict of interest '. In case of any conflict of interest arising out at a later date,

IEM shall inform the Managing Director, Nafed and recues himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, Nafed within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, Nafed, a substantiated suspicion of an offence under relevant IPC/PC 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 Applicants 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Applicants and exclusion from future business dealings.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Managing Director, NAFED.

Article: 10 – Other provisions

1. This agreement is subject to Indian 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)

(Office Seal)

(For & on behalf of Applicant/Contractor)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure – V

Suggestive Menu to be followed at NAFED Cafe

Suggestive Category List of Items
CONTINENTAL ITEMS
SNACKS ITEMS
CHINESE / OTHER ITEMS
DESSERT ITEMS
BEVERAGE ITEMS – (To compulsorily keep Nafed Masala Tea and Nafed Green Tea)

Note – The above suggestive category list of items is subject to change/modification from time to time, depending on demand and availability of items.

Annexure – VI

FINANCIAL BID

Item	Amount in Figures	Amount in Words
The percentage of revenue share from the total sales of items at the NAFED Café to NAFED as administrative costs.*		

* The amount equivalent to this percentage shall be shared with NAFED on a monthly basis within 10 days of the closing of the month.

Authorised Signatory
(Seal of Applicant)

Self-Declaration

Date: XX/XX/XXXX

On the letter head of the Agency/Institution

To whomsoever it may concern

I, <name of the authorized signatory>, <designation of authorized signatory>, on behalf of <name of the Agency/Institution>, hereby declare that:

- a. We have never in litigation with Nafed at any point of time regarding any business and trade activity of Nafed nor was/were we ever blacklisted by Nafed on account of such litigation(s) or otherwise.
- b. We or Our Past Directors/Partners/Promoters etc were not/are not part of such other and separate entity(ies) which was/were/ is/are in litigation with Nafed in present or past or/and such other entity (les) has/have/had ever been blacklisted by Nafed in the past for any reason.

I hereby declare and solemnly affirm that the above statements are true and correct to the best of my knowledge.

<Signature & Name>

Annexure – VIII

(ON YOUR COMPANY'S LETTER HEAD)

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

To,
M/s NAFED
India.

Dear Sir/Madam,

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

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

Financial Year for which Income Tax Return was due as per Section 139(1)	Filed / Not filed	Date of Filing	ITR Acknowledgement No.	TDS/TCS is Rs. 50000/- or more (Yes/No)
2021-22				
2022-23				
2023-24				

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

For _____ (Name of Entity)

Signature: _____

Name of person: _____

Designation: _____

Place: _____

Date: _____