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

**CORRIGENDUM–II**

**Dated:- 20-08-2025**

A REQUEST FOR PROPOSAL FOR HIRING OF AN EXPERIENCED AND PROFESSIONAL AGENCY TO PROVIDE QUALIFIED AND EXPERIENCED MANPOWER/CONSULTANTS FOR MANAGEMENT OF AFFAIRS RELATED TO THE ESTATES OF NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD. (NAFED)

**RFP No: - NAFED/HO/Estate/2025-26-Dated – 09/08/2025**

In continuation with the RFP No. NAFED/HO/Estate/2025-26-Dated – 09/08/2025 vide ID 914/2025-26 followed by Corrigendum –I, revised provisions of referred RFP are as under which shall be part and parcel of the Original RFP:

|  |  |  |
| --- | --- | --- |
| **S.NO.** | **EXISTING CLAUSE** | **REVISED/ NEW CLAUSES** |
|  | Last date and time for receiving Bids.- 23/08/2025– 17:00 Hrs | Last date and time for receiving Bids.-  25/08/2025–17.00 Hrs  **26/08/2025 – 11.00 Hrs Bid Opening** |
| **Following additional clauses are being treated to be part of original RFP dated 09.08.2027 after “PART-VI of the RFP.** | | |
|  | Nil | **PART-VII: Relationship Between Consultant and NAFED**   1. **No Employer-Employee Relationship:** It is expressly clarified that the Consultant(s) provided by the selected Agency shall not be deemed to be employees of NAFED under any circumstances. The engagement of Consultants is purely on a temporary, contract/hired basis through the Agency, and no relationship of employer-employee shall subsist between NAFED and the individual Consultants. 2. **Control and Supervision:** While the Consultants shall work under the day-to-day instructions and supervision of designated officers of NAFED, the selected Agency shall remain the legal employer of such personnel for all intents and purposes, including statutory compliance, payroll, leave, and disciplinary matters. 3. **No Claim for Regularization:** The Consultants shall not have any claim or right, legal or otherwise, for absorption, regularization, or continuity of service in NAFED. The Agency shall ensure that the Consultants are made aware of this condition at the time of deployment. 4. **Liability for Misconduct or Breach:** NAFED shall not be held liable for any acts of omission or commission, misconduct, or breach of any law or regulation by the Consultants. The Agency shall be solely responsible for the conduct and performance of the personnel provided and shall indemnify NAFED against any claim, loss, or damage arising. |
|  |  | **PART-VIII: MISCELLANEOUS**   1. **Force Majeure:** 2. Force Majeure means any event or combination of events or circumstances beyond the control of the parties here to which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to :(a) Acts of God i.e. fire, drought, flood, earthquake, pandemic epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c)Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing. It is agreed between the parties that the performance of obligations under this contract is subject to Force Majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto. 3. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations. 4. During the continuance of the Force Majeure, Nafed reserves the right to alter or vary the terms and conditions of this RFP or if the circumstances so warrant, the Nafed may also suspend the RFP for such period as is considered expedient, Intending Bidders agree and consent that they shall have no right to raise any claim, compensation of any nature whatsoever or with regard to such suspension. 5. The Intending Bidders agree and understand that if the Force Majeure condition continues for a long period, then the Nafed in its own judgment and discretion may terminate Agreement and in such case Service Provider agree that they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharge do fall its obligations and liabilities under this Agreement. 6. **Integrity Pact:** All interested bidders will be required to sign and submit Integrity Pact along with their bid. It will be assumed that bidder (s) has gone through the Integrity Pact (**Annexure-B)** of this tender documents) and have no objections whatsoever in signing the contract. The Contractor/Applicant/Vendor will also reimburse damages caused/cost incurred by NAFED for engaging other applicant/Contractor/Vendors in case of termination of agreement. 7. **Holiday Listing:** NAFED’s policy for Holiday Listing, which is available on the website of NAFED (<https://www.nafed-india.com/sites/default/files/docs/20200312105240778.pdf> ) must be acceptable to the bidders. Notwithstanding anything contained in this tender documents, NAFED’s Policy of Holiday Listing is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come (s) within the ambit of the said policy, NAFED 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. 8. **Confidentiality:** 9. The intending bidders shall, at all times, maintain the utmost confidentiality regarding the contents of this RFP and consequent contractual obligations, if any, the arrangements contemplated by this document, any business, technical or financial information, data or knowhow, given to it by the other (hereinafter the “Confidential Information”) and shall not provide/disclose or otherwise make available all or any part of such Confidential Information to any person or entity for any personal, business, commercial or other purposes, unless with the prior written consent of such disclosing party. 10. Any statement or disclosure that may be required by law or called for, by the requirements of any regulatory authority may be made, subject to the condition that the parties shall provide prior written notice to the other of such requirements, and the statement or disclosure proposed to be made, which shall at all times be no more extensive than is usual or necessary to meet the requirements imposed upon the disclosing party. 11. During and after the term of this RFP neither party will use or disclose the other party’s Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order.  DECLARATIONS AND UNDERTAKINGS:  1. It shall be incumbent upon all Applicants/intending Bidders to submit the following declarations on the letter head of their entity(ies) while submitting their applications: 2. 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. 3. Any of the present and past Directors / 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. 4. 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 a scenario, the declaration as mandated above at (a&b) shall not be required. 5. 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. |
|  | Nil | **PART-IX: JURISDICTION AND DISPUTE RESOLUTION**   1. **Governing Law and Jurisdiction:** This Request for Proposal (RFP) and any subsequent agreement executed pursuant to this RFP shall be governed by and construed in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and adjudicate any dispute arising out of or in connection with this RFP or the contract executed thereunder. 2. **Dispute Resolution Mechanism**: In the event of any dispute, difference, or claim arising out of or in connection with this RFP or the agreement executed with the selected agency, the Parties shall first attempt to resolve the dispute amicably through mutual consultation within thirty (30) days of the dispute being notified by either party, failing which it shall be subejct to jurisdiction of the Competent court of law within the jurisdiction as stipulated at Para “a” above. 3. It is to clarify that Nafed shall not be part or party to dispute, if any, arise between Selected Agency and hired Consultant and in the event, Nafed is dragged into any such dispute, same shall be at the cost and consequence of both Agency and hired Consultant |
| **Note:** If any of the prospective bidders have already applied to the RFP and submitted the Bids, may review the above Corrigendum and may review their respective bidders.  **Note-2: Annexure-B** “integrity Pact” enclosed with this RFP is part of the Original RFP and shall be read as Annexure B of the same. | | |

Sd-/

Estate Division

Nafed – Head Office

# ANNEXURE-B

# INTEGRITY PACT

# National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Co-operative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Acts, 2002 (as amended up to date), having its Head Office at NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through ................. (hereinafter referred to as the “The Principal”, as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the ONE PART

# And

# ......................a company incorporated under the Companies Acts, 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

# 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 Applicant(s) and/or Contractor (s).

# B. In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the 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:-

# 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 Applicant (s) with equity and reason. The Principal will in particular, before and during the tender 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 tender process or the contract execution.

# c) The Principal will exclude from the process all known prejudiced persons.

# 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Acts, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

# Article: 2 – Commitments of the 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 tender process and during the contract execution.

# a) 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 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 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 cartelization in the bidding process.

# c) The Applicant(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Acts; 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.

# d) 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.

# e) 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.

# f) 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 tender 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 tender 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 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 in form of Electronic Bank guarantee with RTGS code through SFMS.

# 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 tender process.

# 2. If the Applicant 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 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 tender 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 Acts, and the Managing Director, NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.

# 9. The word “Monitor” would include both singular and plural.

# Article: 9 – Pact Duration

# 1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other 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 Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

# 2. Changes and supplements as well as termination notices need to be made in writing.

# 3. 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.

# 4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

# 5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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# (For & on behalf of the Principal) (For & on behalf of the Applicant/Contractor)

# (Office Seal) (Office Seal)

# Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Witness 1:

# (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Witness 2:

# (Name & Address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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