

NATIONAL AGRICULTURAL COOPERATIVE MARKETING

FEDERATION OF INDIA LTD.(NAFED)

NAFED House, Siddhartha Enclave

Ashram Chowk, Ring Road

New Delhi-110014

NAFED INVITES EXPRESSION OF INTEREST (EOI)

FOR

**EMPANELMENT OF vendors / supplier of variable and stitchable QR code labels, to be stitched with gunny bags**

EOI NO.:-NAFED/HO/EOI/QR CODE/2025-26/

**Dated: 29.09.2025**

**National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)**

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

Telephone Number: 011-26340019, 26341810; Fax : 091-11-26340261



**Expression of Interest (EOI) for**

Empanelment of reputed vendors / supplier of variable and stitchable QR code labels to be stitched with Gunny Bags

Nafed invites Expression of Interest (EOI) for empanelment of reputed vendors / supplier of variable and stitchable QR code labels to be stitched with Gunny Bags. The last date for submission of application is upto 13.10.2025 at 1.00 PM . Details may be downloaded from the website [www.nafed-india.com](http://www.nafed-india.com/) at Tender section.

A logo with a green circle and a hand holding a fish

AI-generated content may be incorrect.

**National Agricultural Cooperative Marketing Federation of India Ltd.**

**Regd. Office: NAFED House, Siddhartha Enclave  
Ring Road, Ashram Chowk, New Delhi-110014**

**Telephone EPABX: 011-26340019, 26344153**

**Website:** [www.nafed-india.com](http://www.nafed-india.com/)

**Ref No.:**NAFED/HO/ EOI/QR CODE/2025-26/ **Dated: 28th Aug., 2025**

**INVITATION FOR EXPRESSION OF INTEREST (EOI)**

**forEMPANELMENT OF vendors / supplier of variable and stitchable QR code labels, to be stitched with gunny bags**

The National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), a Central Nodal Agency for the procurement of Pulses, Oilseeds, and Copra under the Price Support Scheme (PSS) and procurement of Pulses for Buffer under the Price Stabilization Fund (PSF) Scheme of the Government of India, invites Expression of Interest (EOI) from reputed and experienced vendors/suppliers for empanelment to supply of stitchable QR code labels to be stitched with Gunny Bags.

Interested agencies may download the detailed terms & conditions and prescribed application format from the NAFED website: <https://www.nafed-india.com/tenders>

The duly filled-in EOI, along with all relevant documents, must be submitted in a sealed envelope clearly superscribed:“Expression of Interest for Empanelment of Vendor/Supplier of variable and stitchable QR code” and addressed to:

**The Tender Committee**

NAFED Head Office

(Pulses & Oilseed Division)

NAFED House, Sidhartha Enclave

Ashram Chowk, Ring Road

New Delhi - 110014

The EOI must reach the above address **on or before 13nd Oct, 2025 by 13.00 hrs**.

NAFED reserves the right to accept or reject any or all EOIs without assigning any reason whatsoever.

Joint Managing Director (P&OS)

**DISCLAIMER**

* The information contained in this Tender 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 Tender document and all other terms and conditions subject to which such information is provided.
* No part of this tender 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.
* The Tender document has been prepared solely to assist prospective Applicants in making their decision to place their applications against this Tender. 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 tosubmit an application. The data and any other information wherever provided in this Tender 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 Tender.
* Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this Tender. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to this Tender Notice. Applicants have to undertake their own studies and provide their applications.
* This Tender 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 proposal in relation to which it is being issued.
* The information and statements made in this Tender 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.
* The Tender 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 Tender document.
* NAFED reserves the right to reject all or any of the Applications submitted in response to this Tender at any stage without assigning any reasons whatsoever.
* 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.
* 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.
* NAFED reserves the right to modify, suspend, change or supplement this Tender at any stage. Any change to the Tender Notice will be notified on NAFED website by way of corrigendum.
* Mere submission of an application does not ensure selection of the Applicant as Successful Applicant or applicant.
* National Agricultural Cooperative Marketing Federation of India Ltd., is 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").

## Important Dates & Time

|  |  |
| --- | --- |
| **Particulars** | **Date & Time** |
| **Date of Publishing / uploading of tender documents on NAFED’s Website** | **29.09.2025 at 2.00 PM** |
| **Pre-EOI Submission Meeting:** | **03.10.2025 at 3:00 PM** |
| **Last Date for Submission of EOI** | **13.10.2025 upto 1.00 PM** |
| **Date of opening of tender** | **13.10.2025 at 3.00 PM** |

1. **INTRODUCTION AND BACKGROUND:**

(a) NAFED is a Central Nodal Agency for the procurement of Pulses, Oilseeds, and Copra under the Price Support Scheme (PSS), and for the procurement of Pulses for Buffer Stock under the Price Stabilization Fund (PSF) Scheme of the Government of India. Additionally, NAFED undertakes procurement of agricultural commodities under various other schemes as well as on a commercial basis.

(b) As a leading organization in agricultural procurement, NAFED invites Expression of Interest (EOI) from reputed and experienced vendors/suppliers for empanelment to supply stitchable QR code labels to be affixed on gunny bags.

(c) The objective of this empanelment is to ensure the supply of uniform, non-tearable, stitchable QR code labels for traceability purposes during procurement operations. These labels are to be stitched directly onto gunny bags.

(d) NAFED invites quotations from experienced and reputed vendors/suppliers who meet the eligibility criteria outlined in this tender document.

1. **OBJECTIVE:**
2. The objective of this EOI is to invite applications from qualified and experienced agencies for the **supply of stitchable QR code labels** to be affixed on gunny bags during procurement operations. The selected agencies will be responsible for the **timely supply of QR code labels on F.O.R. basis** to procurement centres and district headquarters in the agri-commodity procuring States.
3. This tender document is intended for the **empanelment of vendors/suppliers of stitchable QR code labels** for a period of **three years**, for supply across various agri-commodity procuring States.

**3. QR Code Tag Requirements:**

**a)** Estimated annual requirement: 2 to 10 crore QR code tags.

b) Tag Dimensions: 4 inches (Length) × 3 inches (Breadth).

c) Each tag must carry a variable/unique QR code, the NAFED logo, and other details as provided.

d) The QR code must embed a 12–15 digit unique number, which should also be printed in a human-readable format.

e) Tags must be made from durable, tamper-proof, non-tearable material such as Tyvek, Taffeta, or any other superior quality material.

f) Printing must be waterproof and smudge-proof.

g) Separate financial quotation will be sought from Bidders based on variations in material and size.

h) Tags should be made of material suitable for machine stitching onto gunny bags (A-twill / B-twill / Hessian).

i) The tag material should be such that it gets damaged if stitching is removed, ensuring tamper evidence.

j) Tags must be printed in monochrome.

k) Both static and dynamic content (QR code and unique number) must be incorporated as specified.

l) The QR code format and sequence numbering shall follow the standard provided. The supplier will be responsible for code generation in accordance with this standard.

m) Technical specifications such as GSM of fabric and other details will be communicated at the time of financial bid submission.

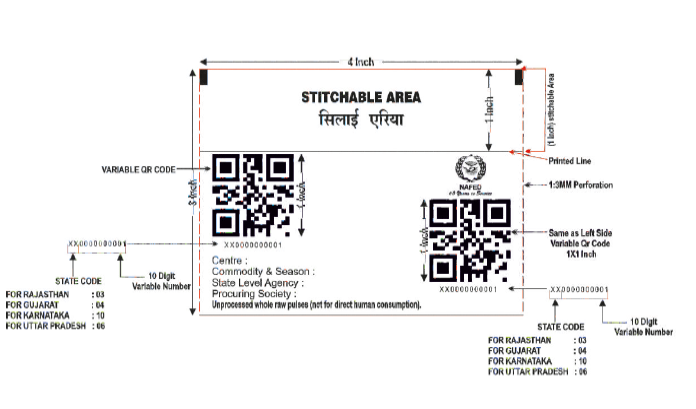
n) Tags must be delivered in roll form, with 100 tags per roll or specified by Nafed. A total of 100 rolls (10,000 tags) should be packed in a master carton.

o) Each tag in the roll must be clearly separated with a dividing line to facilitate easy cutting.

p) A sufficient margin must be provided on the tag for secure stitching.

q) The printed content must remain clearly legible for at least 4-5 years.

r) QR codes must be easily scannable using Android and iPhone devices for traceability purpose, following an open standard QR code format.



|  |  |
| --- | --- |
| **State** | **Sequence number (Code)** |
| Haryana | 01########## |
| Punjab | 02########## |
| Rajasthan | 03########## |
| Gujarat | 04########## |
| Madhya Pradesh | 05########## |
| Uttar Pradesh | 06########## |
| Maharashtra | 07########## |
| Andhra Pradesh | 08########## |
| Telangana | 09########## |
| Karnataka | 10########## |
| TamilNadu | 11########## |
| Kerala | 12########## |
| Odisha | 13########## |
| Jharkhand | 14########## |
| Bihar | 15########## |
| West Bengal | 16########## |
| Chhattisgarh | 17########## |

**4. Scope of Work:**

The empanelled vendors/suppliers for **variable and stitchable QR code labels** shall be responsible for the following tasks:

**a)** The vendors/suppliers shall **print and supply stitchable QR code labels** to be affixed on each gunny bag used for packaging of pulses, oilseeds, and other agricultural commodities procured under the **PSS/PSF schemes** or any other procurement undertaken by NAFED across various states.

**b)** NAFED or its designated agency will communicate the **season-wise and center-specific requirements** to the vendors/suppliers at least **15 days prior** to the commencement of procurement operations. However, in urgent situations, the vendor must be prepared to deliver within a **shorter notice period of 7 days**. All printed QR code labels must be delivered **directly to the designated procurement centers or storage points** as specified by NAFED or its nominated agency within the respective state.

**c)** The vendor shall ensure that the **delivery of the required quantity of QR code labels** is completed within a **maximum of 10 days** from the date of order placement.

**d)** The vendor must specify the states in which it proposes to operate, based on its supply capacity. The vendor is expected to deploy sufficient resources to cover at least **25% of the total procurement of pulses and oilseeds** in the respective state.

Note: Two (2) QR code labels are required per one (1) quintal of commodity, with an estimated minimum of 100 procurement centers/warehouses per state.

**e)** It must be clearly understood that **NAFED or its nominated agency does not guarantee any fixed quantity** of QR code label orders during the empanelment period. NAFED reserves the right to procure QR code labels from alternative sources, if deemed necessary, without any obligation to engage the empanelled vendors. In such cases, the empanelled vendor shall **have no claim for compensation, loss, or damages** from NAFED or its designated agency.

**5. Eligibility Conditions:**

Interested applicants must meet the following eligibility criteria and submit the requisite documents as part of their application:

1. **Legal Status of the Applicant**

The applicant must be one of the following entities:

* A Proprietorship firm
* A Partnership firm registered under the Indian Partnership Act, 1932
* A Cooperative organization
* A Company registered under the Companies Act, 1956 or 2013

**Supporting Documents:**

* **Partnership firms:** Self-attested copy of the partnership deed and an authorization letter in favor of the authorized signatory.
* **Companies:** Self-attested copy of Certificate of Incorporation, Memorandum and Articles of Association, and Board Resolution authorizing the signatory, duly certified by a Company Secretary.
* **All applicants:** Self-attested copy of registration certificate and all applicable licenses.

1. **Relevant Experience**

The supplier should have a minimum of two (2) years’ experience in variable QR code printing and must have supplied at least 10 lakh QR code labels per year to reputed private entities or Central/State Government agencies. A certificate from a Chartered Accountant (CA) in support of the same shall be attached.

* **Supporting Documents:** Copies of work orders from the last two financial years (2023–24 and 2024–25).

1. **Infrastructure**

The applicant must own a QR code printing machine and maintain an in-house design team to handle label customization and printing.

1. **Net Worth**

Submit a **Net Worth Certificate**, duly certified by a Chartered Accountant.

1. **Financial Strength**

Submit a CA-certified Turnover Certificate and audited financial statements including Balance Sheet and Profit & Loss account for the last three financial years (2022–23, 2023–24, and 2024–25).

1. **Statutory Registrations**

The bidder must possess valid:

* **PAN**
* **GST Registration**
* **PF & ESI Registration**
* **Licence for printing the QR code, if applicable**

**Supporting Documents:**

Copies of all registrations and acknowledged Income Tax Returns for the last three Assessment year (2022–23, 2023–24, and 2024–25).

**Further, Bank details for the purpose of receipt of EMD/SD are mentioned below. Copy of cheque is attached for your ready reference.**

Beneficiary Name:              NAFED

Account No. :                       10060654277

Bank:                                     IDFC FIRST BANK

Branch:                                  New Friends Colony Branch South Delhi

IFCS Code:                             IDFB0020102

1. **Performance Credentials**

Submit at least two satisfactory performance certificates from current clients, along with corresponding work orders as proof of service quality and capacity.

1. **Workforce and Infrastructure**

The applicant must demonstrate adequate workforce and infrastructure to execute the assignment effectively.

1. **Subcontracting**

Subletting or subcontracting of the work at any stage is strictly prohibited.

1. **Non-Blacklisting Declaration**

Submit a self-declaration on company letterhead (with seal/stamp) confirming that the applicant has not been blacklisted by any government or private agency.

1. **Anti-Corruption Declaration**

Submit a self-declaration on company letterhead (with seal/stamp) stating that the applicant is not involved in any corrupt or fraudulent practices.

1. **EOI Document Acknowledgement**

A signed and stamped copy of the complete EOI document, signed by the authorized signatory, must be submitted as acknowledgement and acceptance of all terms.

**6. Working States/Regions:**

The services of the Service Providers will be required in the following regions and their respective states:

* North Region: Rajasthan, Punjab, Haryana, Uttar Pradesh, Delhi
* South Region: Karnataka, Andhra Pradesh, Telangana, Tamil Nadu, Kerala
* East Region: West Bengal, Odisha, Bihar, Jharkhand, Assam, Chhattisgarh
* West Region: Gujarat, Maharashtra, Madhya Pradesh
* Island Territories: Lakshadweep, Andaman & Nicobar Islands

**7.Submission of Application:**

(a) Interested parties must submit their application in the prescribed format, duly filled in all respects. The sealed application envelope must be dropped in the designated tender box at the specified location.

(b) The application must be accompanied by a non-refundable processing fee of **INR 12,000/- (Rupees Twelve Thousand only), inclusive of all applicable taxes**, payable through RTGS/NEFT/Electronic Transfer to NAFED’s account as per the following details:

Beneficiary Name:              NAFED

Account No. :                      10060002037

Bank:                                     IDFC FIRST BANK

Branch:                                 New Friends Colony Branch South Delhi

IFSC Code:                            IDFB0020102

1. A copy of the transaction proof (UTR/transaction ID) must be enclosed inside the sealed envelope along with the application.
2. Applications submitted without the prescribed EOI processing fee shall be summarily rejected.
3. No exemptions from fee shall be entertained under any circumstances.

### 8. Signing of EOI:

(a) Each page of the Application Form and accompanying documents must be duly signed by the authorized signatory of the bidder as a token of acceptance of all terms and conditions of empanelment. The authorized signatory must possess a valid Authority Letter for submission of the EOI documents.

(b) The person(s) signing the bid must clearly indicate the legal capacity in which they are signing (e.g., Proprietor, Partner, Director, Authorized Representative). Joint bid applications shall not be accepted.

(c) In the case of a Partnership Firm, the names of all partners must be disclosed. The bid should be signed by all partners, and an attested copy of the registered partnership deed must be submitted along with the bid.

(d) In the case of a Company, the names of all Directors and/or the Managing Director must be mentioned. A self-attested copy of the Board Resolution authorizing the individual to sign the bid on behalf of the company must be submitted, along with the following documents:

* Self-attested copy of the Memorandum and Articles of Association
* Certificate of Incorporation
* Board Resolution must clearly specify the name, designation, and signature of the authorized person, along with unambiguous authorization details.

**9. Documents Comprising the Tender:**

(a) The Expression of Interest (EOI) application shall comprise the complete set of documents, including all Annexures, Appendices, supporting documents, and attachments as specified in this EOI document.

(b) The application must be complete in all respects and submitted by the authorized signatory, as stipulated in the EOI. All prescribed Appendices must be duly filled, signed, and enclosed along with the main application.

(c )The following documents shall form an integral part of the EOI submission:

* Complete and signed EOI document
* All prescribed Annexures and Appendices
* Supporting documents as per eligibility criteria
* Self-declarations and certificates as required
* Holiday Listing Policy and Integrity Pact, which shall be treated as part of this EOI document

**10. Award of Work:**

a**.** NAFED will notify the selected QR Code Service Providers of their empanelment and its validity period through their registered business address or official email ID.

b. As and when the requirement for QR code tags arises, NAFED Head Office or Branch Offices will invite price quotations from all empanelled service providers. Interested parties must submit their quotations along with an **interest-free Security Deposit of ₹5,00,000 (Rupees Five Lakhs only).**

c. The work will be awarded to the lowest quoting empanelled service provider. However, NAFED reserves the right to engage multiple service providers for the same region or state if operational requirements so necessitate for similar assignments during the contract period, without any obligation to assign work to the Service Provider’s/s. In such cases, the Service Provider/s shall have no claim whatsoever for any loss, damage, or compensation against NAFED or its nominated/assigned agency.

d. NAFED reserves the right to determine the number of Service Providers engaged for supply of QR codes at any given time, based on factors such as the number of locations, volume of work, operational efficiency, turnover, or any other criteria deemed relevant by NAFED. The Service Provider shall not be entitled to any claim for loss, damage, or compensation arising out of such determination by NAFED or its nominated/assigned agency.

e. The Security Deposit of ₹5,00,000 shall be:

* Refunded to unsuccessful bidders within 30 days of finalization of the work order, without any interest.
* Retained for the successful bidder until successful and satisfactory completion of the assigned work, and then refunded without any interest.

f. NAFED reserves the absolute right to accept or reject any or all EOIs, either in full or in part, without assigning any reason or liability whatsoever.

g. The empanelment shall remain valid for a period of three (3) years from the effective date of empanelment. Upon completion of the initial term, NAFED may consider renewal for an additional period of up to two (2) years, one year at a time, subject to:

* Request by the service provider
* Submission of updated and relevant documents as prescribed by NAFED

**11. Disqualification conditions:**

1. Service Provider who has been blacklisted or otherwise debarred by NAFED or Central/State Govt. or any Central PSU/ State PSU /Statutory Corporations, will be ineligible to submit their application during the period of such blacklisting/debarment.
2. Any Service Provider whose contract has been terminated before the expiry of the contract period for breach of any terms and conditions or whose Earnest Money Deposit and/or Security Deposit has been forfeited or adjusted against any damages/ compensation payable, in the case of any Contract entered into by the Service Provider with NAFED or Central/State Govt. or any Central PSU/ State PSU /Statutory Corporations during the preceding five years, for breach of any terms and conditions, will not be eligible.
3. If the any of the Partners of the Service Provider Firm/LLP any of the Directors of the Service Provider company have been at any time, convicted by any Court for any offence and sentenced to imprisonment for a period of three year or more, such Service Provider will not be eligible.
4. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Partner, Member in another Firm, Partners of LLP or as a Director of a Company etc.) will render the Tender disqualified.
5. Service provider who is blacklisted by the GST authorities will be ineligible to participate in the Empanelment during the period of such black listing.

**12Order & Delivery:**

a. NAFED or its nominated agency shall issue indents/orders for QR code tags to the selected Supplier/Agency for supply at designated delivery locations.

b. The Supplier/Agency shall be solely responsible for the timely and accurate delivery of the printed QR code tags to the specified delivery points as instructed.

c. The delivery locations may vary depending on the commodity type and the procurement season. Suppliers must be prepared to adapt to changing delivery schedules and locations accordingly.

d. All aspects related to the safe handling, packaging, and transportation of the QR code tags shall be the exclusive responsibility of the Supplier, until successful delivery at the designated location.

**13. Liquidated Damages:**

* 1. The delivery date specified in the acceptance of the tender shall be deemed the essence of the contract. Delivery must be completed no later than the stipulated dates. Extensions shall not be granted, except under exceptional circumstances. In cases where delivery is accepted by the consignee after the expiry of the contracted delivery period, without prior written concurrence of the purchaser, such acceptance shall not affect the purchaser’s right to impose and recover liquidated damages.

b. If the supplier fails to deliver the goods within the stipulated timeline, a penalty at the rate of 1% per week or part of the week of the total ordered value shall be levied, subject to a maximum of 10% of the total ordered value. The quantum of liquidated damages as assessed and levied by NAFED shall be final and binding on the supplier and not subject to challenge.

c. If, during the course of the contract, the supplier encounters unforeseen circumstances hindering timely delivery or service performance, they must immediately notify NAFED Head Office/Branch Office or the nominated agency that placed the order.  
Upon receiving such a request, the matter shall be referred to a Committee constituted by NAFED or its nominated agency, which will review the situation and decide whether to grant an extension of the delivery schedule, with or without levying liquidated damages. The Committee’s decision in this regard shall be final and binding on the Supplier.

**14. Payment Terms:**

* 1. Payment shall be released within 60 days from the date of receipt of the order at the designated destination(s), along with acknowledgement of delivery and submission of invoice. In case any requisite documents are not submitted along with the invoice, the payment shall be released only upon receipt of the complete documentation.
  2. In the event of any delay in payment resulting from non-submission, deficiency, or incompleteness in the required documents, the Service Provider/s shall have no right to claim any interest, penalty, compensation, or damages on account of such delay. NAFED and/or its nominated or designated agencies shall bear no liability whatsoever for any direct, indirect, or consequential financial losses incurred by the Service Provider/s arising from such delay.

**15. Subletting the Assignment:**

The Service Provider shall not sublet, transfer, or assign the contract or any part thereof to any third party without the prior written consent of NAFED. Any such action undertaken without permission shall be treated as a breach of contract, and may result in termination of the agreement and forfeiture of the security deposit, at the sole discretion of NAFED.

**16. Completeness of the Contract:**

a. The contract shall be considered incomplete in any of the following situations:

• If any assigned task or activity is not completed within the specified timeframe,

• If the task is not carried out in accordance with the specifications of QR codes or instructions issued by NAFED, or

• If any act, omission, or incident attributable to the Service Provider results in a delay, partial execution, or leads to financial, reputational, or any other form of loss to NAFED.

In such instances, NAFED reserves the right to take suitable action, which may include, but is not limited to, levying penalties, withholding payments, or terminating the contract.

**17. Contract Period:**

a. The empanelment shall be valid for a period of three (3) years from the date of commencement.

b. Based on performance and mutual agreement, the supply period may be extended for an additional period of Two (2) year on the same rates, terms, and conditions, at the sole discretion of NAFED.

**18. EXECUTION OF AGREEMENT:**

Separate agreements for award of work shall be executed between concerned NAFED branch or Nafed HO with the agency on Non-Judicial Stamp Paper of Rs. 100.00, to be provided by the agency on award of work. The terms and conditions enumerated in the Tender/EOI shall form the part & parcel of the agreement. However, the terms and conditions of proposed agreement shall prevail over the Tender document if such terms and conditions are in contradiction with Tender document *viz-a-viz* NAFED.

**19. FOREFEITURE OF SECURITY/EARNEST MONEY:**

If the Agency fails or neglects to observe or perform any of his obligations under the Tender, it shall be lawful for the NAFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit/Earnest Money in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the NAFED.

**20. INDEMNITY:**

The Agency 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.

Any amount claimed by NAFED under this clause shall be recoverable from the Service Provider and may be deducted from any sum due or becoming due under this or any other contract with NAFED. In the event that such recoverable amount exceeds the available dues, the balance amount shall be deducted from the Security Deposit furnished by the Service Provider.

If the Security Deposit is also insufficient to cover the total claimed amount, the Service Provider shall be liable to pay the remaining balance to NAFED within 15 days from the date of the demand letter.

b. In case the Security Deposit falls short of the specified amount due to such deductions or otherwise, the Service Provider shall be required to replenish the deficit immediately, ensuring that the total Security Deposit amount is maintained at the specified level at all times.

**21. CONFIDENTIALITY:**

The Agency 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 Agency / their employees etc have access, in the course of performance of the contract.

**22.TERMINATION:**

In case the performance of the agency is not found to be satisfactory during the currency of the agreement, NAFED can prematurely terminate the agreements after giving 01 month notice. NAFED at its discretion can debar/blacklist the agency firm participation in any tenders floated by NAFED. The condition for debar/blacklist is Consistent Poor Performance, Breach of Contract Terms, Financial Irregularities, Unethical or Unprofessional Conduct, Failure to Address Corrective Actions, Legal Violations and Subcontracting without permission.

**23. FORCE MAJEURE:**

1. Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto 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, 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.
2. 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 Contract or if the circumstances so warrant, the NAFED may also suspend the agreement for such period as is considered expedient, Agency agree and consent that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
5. The Agency 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 this Agreement and in such case Agency agree that the they shall have no right or claim of any nature whatsoever and NAFED shall be released and discharged of all its obligations and liabilities under this Agreement.

**24. ARBITRATION**

1. This EOI 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 and the High Court at Delhi shall have the jurisdiction in all matters arising out of / touching and/or concerning this EOI and parties to this tender process 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.
2. All or any disputes arising out or touching upon or in relation to the terms of this EOI 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 seat & venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
3. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

**25. INFORMATION TO THE APPLICANT(S):**

1. NAFED reserves the right to accept or reject any / all 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](https://www.nafed-india.com/) only, by way of corrigendum.
2. NAFED reserves the right to allow other parties to match the lowest bid and issue work order to multiple parties if deemed necessary. Eligible bidders who has submitted lowest financial bid may be awarded the Work Order. However, NAFED reserves the right to accept or reject any or all bids without assigning any reason thereof.
3. 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.
4. NAFED reserves the right to modify, suspend, change or supplements this Tender Notice 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.
5. 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.
6. After scrutiny of documents in accordance with the terms & conditions of this EOI, NAFED shall shortlist the eligible vendor/supplier fulfilling eligibility criteria and inform them accordingly.
7. 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.
8. Applications, which are vague/conditional/incomplete/not confirming to the laid down procedure in any respect, will be rejected.
9. The applicant should sign on each page of the EOI documents.
10. 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.

**26. HOLIDAY LISTING**:

Nafed’s policy for Holiday-listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this EOI, 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 EOI/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.

**27.INTERGRITY PACT (IP)**

1. The bidders are to sign integrity pact of NAFED as per **Annexure- X** and submit the same along with bid documents. Bids without signed integrity pact are liable for rejection. It will be assumed that the bidder have gone through the integrity Pact and have no objections whatsoever in signing the contract.

**28. DECLARATIONS AND UNDERTAKINGS:**

1. It shall be incumbent upon all applicants/intending bidders to submit 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.

1. 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 (ies) has/have/had ever been blacklisted by Nafed in the past for any reason.
2. 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 (ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.
3. 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 (ies) 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.

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**ANNEXURE -I**

**APPLICATIONLETTER**

To,

The Managing Director,

NAFED, Head Office

Siddhartha Enclave, Ashram Chowk Ring Road, NewDelhi -110014.

Ref. EOI vide no.

Dear Sir,

I/We, submit processing fee Rs. 12000/- (non-refundable) (RTGS/NEFT/IMPS No & Date--------------------) inclusive of all taxes for empanelment as Vendor/Supplier for supply of stitchabale QR code labels on F.O.R. basis to procurement centres and district headquarters in the agri-commodity procuring States.

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

I/We hereby offer to supply of stitchabale QR code labels on F.O.R. basis to procurement centres and district headquarters in the agri-commodity procuring States.

Yoursfaithfully,

AuthorizedSignatory

**ANNEXURE -II**

**Application form**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S No.** | **Particulars** | **Details** | | | | | | | | | | | | | | |
| 1 | Name of Organization |  | | | | | | | | | | | | | | |
| 2 | Type of firm | (Private Limited/ Public Limited/ Cooperative/ Proprietorship) | | | | | | | | | | | | | | |
| 3 | Registered office address |  | | | | | | | | | | | | | | |
| 4 | Landline number |  | | | | | | | | | | | | | | |
| 5 | Website |  | | | | | | | | | | | | | | |
| 6 | Name of Authorized Signatory |  | | | | | | | | | | | | | | |
| 7 | Designation |  | | | | | | | | | | | | | | |
| 8 | Email Id |  | | | | | | | | | | | | | | |
| 9 | Mobile number |  | | | | | | | | | | | | | | |
| 10 | Date of incorporation |  | | | | | | | | | | | | | | |
| 11 | PAN Number |  | | | | | | | | | | | | | | |
| 12 | GST Number | Office Address | | | | | | GST No and Date of Registration | | | | | | | | |
|  |  |  | | | | | |  | | | | | | | | |
| 13 | ESI & PF Number |  | | | | | | | | | | | | | | |
| 14 | Name of the Region/State(s) for which applying for Supply of QR codes |  | | | | | | | | | | | | | | |
| 15 | Last 03financial years (in Rs. Crore) - (attach last3 years audited Financial Statement as supporting) (Both audited balance sheet & Profit & Loss A/Cs for 03 years) | FY | | | | | Total Turnover  (Rs. Crore) | | | | | Turnover from QR code Printing and Supply  (Rs. Crore) | | | | |
| 2022-23 | | | | |  | | | | |  | | | | |
| 2023-24 | | | | |  | | | | |  | | | | |
| 2024-25 | | | | |  | | | | |  | | | | |
| 16 | Turnover Certificate Last 03financial years (from Charted accounted) |  | | | | |  | | | | |  | | | | |
| 17 | Net worth Certificate (from Charted accounted) |  | | | | |  | | | | |  | | | | |
| 18 | Number of QR Code Supplied in last 02 years | 2023-24 | | | | |  | | | | | | | | | |
| 2024-25 | | | | |
| Total | | | | | | | | | |
| 19 | Infrastructure ( Details of QR code Machine, location and per day printing) | Machine Detail | | | | | Location | | | | | | Per day printing capacity | | | |
|  | | | | |  | | | | | |  | | | |
| 20 | Number of years of relevant experience ( enclose copy of work order ) | Project | Client | | | | | | | | Project Scope | | | | | Value of Project |
|  |  | | | | | | | |  | | | | |  |
|  | | | |  | | | | |  | | |  | | |
|  | | | |  | | | | |  | | |  | | |
|  | | | |  | | | | |  | | |  | | |
| 21 | Performance Credential ( Attach Satisfactory Performance Cert) |  | | | |  | | | | |  | | |  | | |
| 22 |  |  | | | |  | | | | |  | | |  | | |
| 23 | State wise office details | State | | | Address | | | | | Contact Person | | | | | | |
| 24 | Blacklisting Self Declaration (On Company Letter Head with stamp & Signature) |  | | |  | | | | |  | | | | | | |
| 25 | Self Declaration of ineligibility for corrupt and fraudulent practices ( On company Letter Head with stamp & Signature) |  | | | | | | | | | | | | | | |
| 26 | Stamped & Signed copy of EOI Document |  | |  | | | | |  | | | | | | | |
| 27 | Detail of Processing Fess | Amount | | Date of Deposit | | | | | UTR/Transaction ID | | | | | | Bank | |
|  | |  | | | | |  | | | | | |  | |

**\*\*\*\*\*\*\*\*\*\*\*\*\***

**ANNEXURE III**

**[On the Letterhead of Chartered Accountant / Firm with Seal & Membership No.]**

**TURNOVER CERTIFICATE**

This is to certify that the Annual Turnover of *[Name of the Applicant / Firm / Company]* having its registered office at *[Address]*, based on the books of accounts and audited financial statements, is as follows:

| Financial Year | Turnover (₹ in Lakhs / Crores) |
| --- | --- |
| [Year 1] |  |
| [Year 2] |  |
| [Year 3] |  |
| Average Turnover (Last 3 Years) |  |

Total Turnover (last three financial years): ₹\_\_\_\_\_\_\_\_\_

Average Annual Turnover: ₹\_\_\_\_\_\_\_\_\_

This certificate is issued based on verification of the audited books of accounts and records produced before us.

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

Date: \_\_\_\_\_\_\_\_\_\_\_

For [Name of CA Firm]

Chartered Accountants

Firm Reg. No.: \_\_\_\_\_\_\_\_\_\_\_

(Signature & Seal of Chartered Accountant)

Name of CA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Membership No.: \_\_\_\_\_\_\_\_\_\_\_

UDIN: \_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE IV**

**EXPERIENCE CERTIFICATE**

**Certificate from Chartered Accountant/ Statutory Auditor regarding Supply of minimum 10 Lakh QR Code Labels per year to reputed private/central/State entities**

Certified that M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its Registered Office at \_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been supplied the -----------Lakh QR Code Labels **over the last two financial year**s ( i.e. 2023-24 & 2024-25)**to reputed private/central/State entities**. The details are as under:

|  |  |  |
| --- | --- | --- |
| Financial Year | Client Name | Number of QR Tag supplied |
| 2022-23 |  |  |
| 2023-24 |  |  |

Further, the company is engaged in offering services of supplying QR code and related activities in different locations in India since year \_\_\_\_\_\_\_\_

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the NAFED. The certificate is true and correct to the best of my knowledge and belief.

|  |  |
| --- | --- |
| Signature: |  |
| Name of the person signing: |  |
| Designation: | Chartered Accountant |
| Name of the firm: |  |
| Registration No./Membership No. |  |
| Address |  |
| Email address: |  |
| Contact Numbers: |  |

Date:

Place:

**ANNEXURE V**

**NETWORTH CERTIFICATE**

(On the letterhead of the Chartered Accountant)

**Date:**

**To Whom It May Concern:**

### Subject: **Net Worth Certificate for [Company]**

This is to certify that I/we have reviewed the books of accounts and other relevant documents of **[Name of Individual/Company]** having its registered office at **[Address]** as on **[Date]**. Based on the verification of the documents provided and the information furnished by the individual/company, the net worth of **[Name of Individual/Company]** as on **[Date]** is calculated as follows:

### **1. Assets:**

* **Fixed Assets (Land, Building, Machinery, etc.):** ₹ [Amount]
* **Investments (Shares, Bonds, etc.):** ₹ [Amount]
* **Current Assets (Cash, Bank Balances, Debtors, etc.):** ₹ [Amount]
* **Other Assets (Loans, Advances, etc.):** ₹ [Amount]
* **Total Assets:** ₹ [Total Assets Amount]

### **2. Liabilities:**

* **Current Liabilities (Sundry Creditors, Loans, etc.):** ₹ [Amount]
* **Long-Term Liabilities (Loans, Mortgage, etc.):** ₹ [Amount]
* **Other Liabilities:** ₹ [Amount]
* **Total Liabilities:** ₹ [Total Liabilities Amount]

### **3. Net Worth Calculation:**

* **Net Worth = Total Assets - Total Liabilities**
* **Net Worth:** ₹ [Net Worth Amount in Words] only.

This certificate is issued at the request of **[Name of Individual/Company]** for the purpose of **[mention purpose, e.g., submission for EOI in response to the tender no. [Tender No.]**] or any other purpose they deem fit.

### **Declaration:**

This certificate is based on the information and records provided by **[Name of Individual/Company]** and reflects a true and fair assessment of their financial standing as of **[Date**

**ANNEXURE VI**

### **Self-Declaration Certificate**

(On Company Letterhead)

**Date:**

**To,**  
[Name of the Authority/Organization]  
[Address of the Authority/Organization]

### **Subject: Declaration Regarding Non-Blacklisting for EOI Submission**

**Dear Sir/Madam,**

I/We, the undersigned, representing **[Name of the Company/Individual]**, having registered office at **[Address of the Company/Individual]**, hereby declare that, as on the date of submission of this Expression of Interest (EOI), we have not been blacklisted or debarred by any Central/State Government, Semi-Government, Government Agency, Public Sector Undertaking (PSU), or any other regulatory authority in India or abroad in agriculture domain.

I/We further declare that:

* We have not been convicted or penalized in any criminal or civil case related to any business activity in India or abroad.
* No blacklisting or disciplinary action is currently pending against us in any legal authority.

This declaration is made in compliance with the requirements for submission of EOI for [mention the specific tender/EOI name, reference number], and we fully understand that any false declaration or misrepresentation in this regard could lead to disqualification from participating in the bidding process.

### **Details of the Company/Individual:**

* **Name of the Company/Individual:**
* **Registered Office Address:**
* **Contact Details:** [Insert Contact Number and Email ID]
* **CIN/Registration Number (if applicable):** [Insert CIN or Registration Number]
* **Authorized Signatory Name:** [Insert Name]
* **Designation:** [Insert Designation]

I/We declare that the statements made above are true and correct to the best of our knowledge and belief. Should any discrepancy be found in the information provided, we understand that it may result in immediate disqualification from the EOI process.

Thank you for your consideration.

Yours faithfully,  
[Signature of Authorized Signatory]  
**[Name of Authorized Signatory]**  
**[Designation]**  
**[Name of the Company]**  
**[Company Seal]**

### Notes:

1. The certificate must be signed by the **Authorized Signatory** of the company or individual submitting the EOI.
2. Ensure the company's **letterhead** is used with the **official seal** for authenticity.
3. The certificate should be **dated** and include all relevant information about the company/individual.

**ANNEXURE VII**

**SELF-DECLARATION / UNDERTAKING**  
(On Company Letterhead)

**Date:** \_\_\_\_\_\_\_\_\_\_\_

**To,**  
[Name of the Authority/Organization]  
[Address of the Authority/Organization]

**Subject:** **Self-Declaration / Undertaking regarding Litigation and Blacklisting by Nafed.**

**Dear Sir/Madam,**

I/We, **[Name of the Company/Individual]**, having registered office at **[Address of the Company/Individual]**, hereby solemnly declare and undertake as under, in connection with submission of the Expression of Interest (EOI):

1. That the intending bidder(s)/applicant(s) **is/are not and has/have never been in litigation with NAFED** in respect of any business or trade activity, nor have we ever been **blacklisted by NAFED** on account of such litigation or otherwise.
2. That none of the present or past Directors / Proprietor / Partners / Promoters of the intending bidder(s)/applicant(s) **is/was part of any other entity** which has been or is in litigation with NAFED or has ever been blacklisted by NAFED for any reason.
3. In case the intending bidder(s)/applicant(s) **has/have been in litigation with NAFED in the past or present**, the complete details of such litigation(s) and any consequent blacklisting, if applicable, shall be furnished separately on the letterhead of the concerned entity. In such case, the above declarations at (1) and (2) shall not apply.
4. It is further understood that **if at any stage it is found** that the intending bidder(s)/applicant(s) or their promoters are or were involved in litigation(s) with NAFED or were blacklisted, or any of their promoters were part of the management of another entity that was/has been blacklisted or in litigation with NAFED, then **NAFED shall have sole discretion to decide** on the selection or rejection of such bidder(s)/applicant(s), notwithstanding their compliance with the eligibility criteria.
5. I/We further undertake that the decision of NAFED in this regard shall be **final, binding and beyond challenge**, and no communication, objection, or grievance shall be entertained against such decision.

I/We hereby certify that the above statements are true and correct to the best of my/our knowledge and belief.

**For [Name of the Company/Individual]**

Authorized Signatory  
(Seal & Signature)  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE VIII**

### **Self-Declaration Certificate**

(On Company Letterhead)

**Date:**  
**To,**  
[Name of the Authority/Organization]  
[Address of the Authority/Organization]

### **Subject: Declaration of Non-Involvement in Corrupt and Fraudulent Practices**

**Dear Sir/Madam,**

I/We, **[Name of the Company/Individual]**, having registered office at **[Address of the Company/Individual]**, hereby solemnly declare that as on the date of submission of this Expression of Interest (EOI), neither our company nor any of its directors, partners, or key personnel have been involved in any corrupt, fraudulent, collusive, or coercive practices, as defined under applicable law and regulations in agriculture domain.

I/We further declare that:

1. Corrupt Practices: I/We have not offered, given, received, or solicited, directly or indirectly, anything of value to influence the actions of a public official in the procurement process or in contract execution.
2. Fraudulent Practices: I/We have not misrepresented facts or provided false information in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity.
3. Collusive Practices: I/We have not entered into any arrangement with any other bidder(s) with an aim to manipulate the outcome of the procurement process.
4. Coercive Practices: I/We have not threatened or acted to harm or influence another party in relation to the procurement process or contract execution.

I/We declare that no action of blacklisting, suspension, or debarment has been taken or is pending against us by any government, semi-government, or public sector organization on grounds of involvement in corrupt or fraudulent practices in agriculture domain.

This declaration is made in compliance with the requirements of the EOI submission for **[mention the specific tender/EOI name, reference number]**, and I/we fully understand that any false declaration or misrepresentation of the facts may result in immediate disqualification from the EOI process.

### **Details of the Company/Individual:**

* **Name of the Company/Individual:** [Insert Name]
* **Registered Office Address:** [Insert Address]
* **Contact Details:** [Insert Contact Number and Email ID]
* **CIN/Registration Number (if applicable):** [Insert CIN or Registration Number]
* **Authorized Signatory Name:** [Insert Name]
* **Designation:** [Insert Designation]

I/We declare that the statements made above are true and correct to the best of our knowledge and belief, and we fully understand the consequences of providing any false information.

Thank you for your consideration.

Yours faithfully,  
[Signature of Authorized Signatory]  
**[Name of Authorized Signatory]**  
**[Designation]**  
**[Name of the Company]**  
**[Company Seal]**

**ANNEXURE-IX**

**NON-DISCLOSURE AGREEMENT**

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

National Agricultural Cooperative Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, through............................... (hereinafter referred to as the “NAFED” 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 in business and permitted assigns.) of the first part

AND

**M/S. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Partnership Firm registered under Indian Partnership Act or a company registered under the provisions of Companies Act of 1956 or 2013 or LLP registered under the provision of Limited Liability Partnership Act of 2008, having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through its Director/Proprietor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_resident of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, duly authorized (hereinafter referred to as “Service Provider” which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

**WHEREAS**

**M/S. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** is carrying on business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and in-tending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

**Confidential Information and Confidential Materials:**

1. “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.
2. 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.
3. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether ma-chine or user readable.

**Restrictions:**

1. Each party shall treat as confidential the Contract and any and all information (“confidential in-formation”) obtained from the other pursuant to the Contract 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.
2. 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:

* The statutory auditors of the Customer and
* Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof.

1. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
2. 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.
3. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

**Rights and Remedies**

1. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by ReceivingParty, 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.
2. 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.
3. 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.

* Suspension of access privileges
* Change of personnel assigned to the job.
* Financial liability for actual, consequential or incidental damages d. Termination of contract.

1. 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.

**Miscellaneous**:

1. 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 pa-tents, copyrights, trademarks, or trade secret information.
2. Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
3. 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.
4. 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 In-formation. 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.
5. 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.
6. In case of any dispute, same will be dealt in accordance to dispute resolution clause and SLA.
7. 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.
8. 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.
9. All obligations created by this Agreement shall survive change or termination of the parties‟ business relationship.

**Suggestions and Feedback**

(a) 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 party 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 con-sent. 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 \_\_\_\_\_\_\_, 2023 at New Delhi.

For **NAFED** For **M/S\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Authorized Signatory) (Authorized Signatory)

**Witness**

* 1.
* 2.

ANNEXURE: X

**INTEGRITY PACT**

Between

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Buyer House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014,hereinafter referred to as “NAFED”,

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,a Limited/Private/Partnership Firm/Sole/Proprietorship/ Cooperative society registered under the provisions of Companies Act of 1956 and/or 2013/ Partnership Act, 1932, having its Regd. Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through its (Designation), (Name) , resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly authorized (hereinafter referred to as “Bidder ”) which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

Preamble

NAFED is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS). NAFED is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.

NAFED has invited EOI for empanelment of vendors/suppliers for supply of stitchable QR code labels to be affixed on gunny bags.

In order to achieve these goals, NAFED has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of NAFED

1. NAFED commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of NAFED, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

NAFED will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. NAFED will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

NAFED will exclude from the process all known prejudiced persons.

2. If NAFED obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, NAFED will inform its Chief Vigilance Officer and initiate disciplinary actions as per laid down procedures.

Section 2 – Commitments of the Bidder/Contractor

1. The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.

The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of NAFED’s employees involved in the tender process or in 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.

* The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
* The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by NAFED as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
* The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
* The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future tenders/contracts

If the Bidder/Contractor, before award of the contact or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, NAFED shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, NAFED shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for a duration as may be considered appropriate by it.

Section 4 – Compensation for Damages and Forfeiture of EMD

If NAFED disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, NAFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit, by forfeiting the same as stipulated in the tender and in addition shall recover the losses from the performance guarantee / security deposit.

If NAFED terminates the contract according to Section 3, or if NAFED is entitled to terminate the contract according to Section 3, NAFED shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit, by forfeiting the same as stipulated in the tender and in addition shall recover the losses from the performance guarantee / security deposit.

Section 5 – Previous transgression

The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If the Bidder/Contractor makes incorrect statement on this subject, it may lead to

disqualification from the tender process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to NAFED before signing of the contract, if awarded in its favour.

NAFED will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. NAFED will disqualify from the tender process any bidder/contractor who does not sign this Pact with NAFED or violates its provisions.

Section 7 – Criminal charges against Bidder(s)/Contractor(s) /Subcontractor(s)

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

Section 8 – Independent External Monitor /Monitors

NAFED has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of NAFED including that provided by the Bidder/ Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of NAFED and the Bidder/Contractor/Subcontractor with confidentiality.

NAFED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between NAFED and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NAFED and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the MD, NAFED within 8 to 10 weeks from the date of reference or intimation to him by NAFED and should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the MD NAFED a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD 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 Commission.

The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded.

If any claim is made/lodged during this time by either party, 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 MD, NAFED.

Section 10 – Other provisions

This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of NAFED. i.e. New Delhi.

Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(For & on behalf of The Bidder/Contractor)

**Annexure C**



**Unprocessed whole raw pulses (not for direct human consumption).**



Centre :

Commodity & Season :

State Level Agency :

Procuring Society:

Stitchable Area (1 Inch)

सिलाई एरिया

123456789012

123456789012

(2 inch)

(1 inch)

(1 inch)

(4 inch)

