



NAFED

60 Years in Service

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

Invites Re- Issue of Expression of Interest (EOI) applications

**from the Eligible and Interested Applicants for the Appointment of Distributors for
sale of Bharat Brand Products (Atta, Rice, Pulses) and Onion through mobile vans
& temporary stores under Bharat Brand Phase 3 across all States/UTs.**

RE- EOI No.: - RBD/82/2025-NAFED-HO/02

Date: - 22-12-2025

Manager

Retail Business Division, NAFED,

NAFED House, Ashram Chowk,

Ring Road, New Delhi -110014 (India)

E-Mail: retailbusinessdivision@nafed-india.com, Ph-011-26341810

NAFED INVITES EXPRESSION OF INTEREST

For

Eligible and Interested Applicants for the Appointment of Distributors for sale of Bharat Brand Products (Atta, Rice, Pulses) & Onions through mobile vans & temporary stores under Bharat Brand Phase 3 across all States/UTs.

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) invites sealed Expression of Interest (EOI) for Empanelment of Service Provider for Mobile Vans Operations as well as Temporary Stores for Sales and Distribution of Various Commodities across India. NAFED has been nominated by the Government of India as one of the agencies for price stabilization of various commodities across India through the use of Price Points/Mobile Vans / Temporary Stores, and in view of the same NAFED intends to empanel Service Providers of Mobile Vans and operating of temporary stores to carry out this initiative. Interested parties can submit their application along with copies of all required documents/profile etc. through email on or before the last date and time prescribed in this EOI which shall be opened on the date and time as prescribed in this EOI. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. For any query and clarification kindly contact designated person provided below in the tender documents.

Manager

Retail Business Division, NAFED,

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Important dates with regard to this are as follows: -

Date of Publishing / uploading of EOI documents on NAFED website	22-12-2025
Last date & time for submission of documents by interested applicant(s) via online	05-01-2026

NAFED after scrutiny, analysis of documents & obtaining approval from competent authority will shortlist distributors provisionally. Subsequently, the details of the selected distributors will be communicated to the concerned NAFED branch. The branch will conduct a field verification of the distributors' warehouses, vehicles etc. and submit a report to Head Office.

If the field verification report aligns with the documents submitted by the distributor at the time of the EOI, an agreement will be executed between the NAFED Branch and the distributor.

The selection of a distributor does not guarantee the allocation of work. The allocation is subject to the **availability of raw materials, demand in the respective States/UTs, directives issued by the Government etc.**

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 required, shall be posted on NAFED website <http://www.nafed-india.com>.

For Existing Distributors of Bharat Brand Phase II:

- Distributors who were selected through the previous EOI of NAFED for the distribution of Bharat Brand Products through mobile vans may also participate in this EOI, if they are interested in working in other states.
- The allocation of work to these distributors will be determined based on the requirements of NAFED.

For Mobile Van & temporary stores operators who have been already selected for Bharat Brand Phase III need not apply again.

For Mobile Van & temporary stores operators who have been disqualified due to one or more reasons thereof may apply again and need not resubmit the EMD and Tender processing fee.

SECTION I

NOTICE OF DISCLAIMER

- (i) The information contained in this EOI documents or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of NAFED or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this EOI and no part of any subsequent correspondence by NAFED, or NAFED Representatives, shall be taken either as providing legal, financial or other advice or as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements were approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- (iii) The EOI document has been prepared solely to assist prospective applicants in making their decision for EOI. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective applicant may need to consider in order to submit EOI. The data and any other information wherever provided in this EOI documents is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a applicants, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI documents.
- (iv) Neither NAFED nor NAFED representatives make any claim or give any assurance as to the

accuracy or completeness of the information provided in this EOI document. Interested applicants are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the EOI their EOIs.

- (v) This EOI 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 supply in relation to which it is being issued.
- (vi) The information and statements made in this EOI document have been made in good faith. Interested applicants should rely on their own judgments in participating in this EOI. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise
- (vii) The EOI document has not been filed or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
- (viii) NAFED reserves the right to reject all or any of the EOIs submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- (ix) All applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process after notifying the same, the waiver of any documents and the request for additional information. Unsuccessful application will have no claim whatsoever against either NAFED or its employees, officers.
- (x) NAFED reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to this EOI documents shall be uploaded on NAFED website <http://www.nafed-india.com>.
- (xi) Mere submission of EOI does not ensure selection of the applicants as Successful applicants.

END OF SECTION I

SECTION – II

INTRODUCTION AND OVERVIEW

1. INTRODUCTION

National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization of marketing cooperatives in India. NAFED is also one of the central nodal vendors 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 ventured into Consumer Marketing as a step towards diversification of its activities to make available essential items of daily need to the consumers at affordable rates. In the sixty years of its existence, NAFED has become a brand name amongst farmers and consumers. The NAFED brand of pulses, spices, tea, food grains and other products are quite popular amongst the consumers owing to superior quality. NAFED deals in all kinds of pulses and spices produced in India. The blending and packaging of tea is done at its own unit located in tea producing region in Guwahati

NAFED has served as a nodal agency for overseeing and implementation of multiple Schemes of Government of India (GoI) under Price Stabilization Fund (PSF), Market Intervention Scheme (MIS) and Price Support Schemes (PSS) etc. NAFED has always played a pivotal role in assisting the Government of India through its various Ministries and various State Governments to control the volatility of agricultural commodities such as onion, tomato, pulses and wheat etc. NAFED's efforts have ensured that the consumers are able to purchase essential items of daily need at reasonable prices, while further ensuring the nation's farmers receive favourable returns for their stock. NAFED's expertise and proactive intervention have contributed significantly to regulate market fluctuations and supporting a stronger agriculture sector for all involved stakeholders.

To provide grocery items in retail to the consumers at competitive rates, NAFED has been running various outlets in Delhi NCR Region, Panchkula, Shimla and Mussoorie in the name of NAFED Bazaar. NAFED is also supplying grocery and other items to prestigious institutions in the country including reputed Hospitals, Public Sector Undertakings, Schools, Hostels, Ministries, IIT's etc

Various NAFED brand products like NAFED Tea, NAFED Pulses, Rice, Besan, Spices, Rice Bran oil, Mustard oil etc are very popular among the consumers.

Price rise of essential commodities has been a persistent concern in India, impacting the livelihoods of both farmers and consumers. NAFED, as a key player in agricultural marketing and procurement, has been directed to make efforts and innovative strategies to tackle this issue. Further, NAFED has been directed to introduce NAFED's Fair Price Points (Mobile Vans & Temporary Stores), as a Direct Distribution Channel for sales and distribution of certain commodities, as an effective platform for stabilizing market prices

NAFED intends to empanel Service Providers for Mobile Vans and operation of temporary stores on a non-exclusive basis to support the sale of various commodities (Bharat Brand products, Onions & Pulses) across India. In view of the same, NAFED hereby invites Expression of Interest for Empanelment of Service Providers for Operations, Sales and Distribution of various commodities through Mobile Vans across India.

END OF SECTION II

SECTION –III

INSTRUCTIONS TO APPLICANTS

1. CONTACT INFORMATION

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

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

2. DETAILS OF THE EOI

NAFED of India Ltd, NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi – 110014, invites expression of interest from the eligible and interested applicants for “**Appointment of Distributors for sale of Bharat Brand Products (Atta, Rice, Pulses) & Onions through mobile vans & temporary stores under Bharat Brand Phase 3 across all States/UTs**” Interested and eligible applicants may submit their application to NAFED Online at retailbusinessdivision@nafed-india.com. While submission of the bid documents through mail, proper name of the organization should be mentioned in the email. Distributors will be required to distribute/sale these products exclusively using **software-enabled mobile vans**, ensuring product delivery at **MRP** across their designated areas.

3. PROPOSED TERMS AND CONDITIONS

SCOPE OF WORK

- i. Distributors will be responsible for statewide/UT-wide distribution/sale/retail of Bharat Brand products in compliance NAFED guidelines.
- ii. Distribution will be carried out using software-enabled mobile vans to enable real-time tracking and monitoring.
- iii. Distributors must have their own MIS and or online monitoring and reporting mechanism /track and trace software and or application for internal controls and safeguards to prevent abuse of the logistics and distribution of the stock distribution. Digital trails of all the transactions should be available for audit at any future time. The offline record of the same must be kept and shared with NAFED. The portal must be compatible to integrate with NAFED's track-and-trace framework for real-time updates.
- iv. The following transactions should be captured on the MIS/monitoring/track and trace software deployed and accessible to NAFED:
 - a. Registration of Mobile Vans
 - b. Entry of stock at mobile Vans.
 - c. Distributor must put in place a robust mechanism to ensure that for distribution of various Agri Commodities are sold to ultimate beneficiaries only at the fixed MRPs.
 - d. Distributors must submit report reconciling the receipts / distributions, as per the direction/requirement of NAFED/Government.
 - e. Physical records of all invoices, receipts, bills, and other documents generated during transactions must be maintained for account reconciliation and verification purposes.
 - f. Distributor must follow all statutory compliances like GST, TDS, ESI, PF etc. applicable to them and submit deposit challans of the same to NAFED.
 - g. Publicity for Bharat Brand Products shall be undertaken using banners, posters, and other promotional materials displayed on operational vans and at warehouses. The cost of publicity will be borne by the distributors. NAFED will provide the artwork for the posters to be printed.
 - h. Applicants must submit a detailed sales plan outlining their strategy for the statewide or UT-wide distribution of Bharat Brand products through mobile vans.
 - i. Distributors must implement a system for collecting customer feedback to identify areas of improvement.
 - j. Distribution activities must align with NAFED's Standard Operating Procedures (SOPs), including adherence to the prescribed MRPs and operational guidelines.
 - k. Sales in Vans and temporary stores shall be undertaken only through NAFED software. The payment shall be on the basis of vans & temporary stores operating from margins from vans.

4. GENERAL REQUIREMENTS

- i. Warehouses/godowns (owned or hired) with adequate storage capacity. In case of owned warehouse, the valid document pertaining to the ownership needs to be furnished and in case of hired warehouse, the valid lease document needs to be submitted.
- ii. Warehouses must comply with all standards required for storing food items and Food Safety Relevant Food safety certificate and compliance with regulatory norms to be submitted.
- iii. All rented warehouses must have valid rental/lease agreements.
- iv. Mobile Vans must be GPS-enabled and registered with valid documentation.
- v. Vehicle and goods tracking and monitoring App is compulsory.
- vi. The distributor shall have minimum 10 Goods Carriage Vans (Owned/hired).
- vii. For hired vehicles, distributors must furnish rental agreements before allocation to ensure compliance. Additionally, Valid Registration Certificate, Valid Fitness Certificate, Valid Insurance, Valid Pollution Under Control documents of the vehicles need to be submitted with application for hired or self-vans.
- viii. Providing and updating daily sales figures to NAFED branches is compulsory.
- ix. Sales receipt for every transaction must be recorded and shared, if required by NAFED or auditor.
- x. The service provider shall submit an interest free security by way of BG of
 - a) Rs 2 Lakhs for a minimum of 10 vans
 - b) Rs 5 lakhs for a minimum of 50 vehicles and
 - c) Rs 10 lakhs for more than 50 vans

5. PRICING OF BHARAT BRAND PRODUCTS & Onions

- I) The NAFED Margin of Bharat Brand products for distributors and MRP will be as per table below

S.No	Bharat Brand Product	Pack Size (KG)	MRP Per KG (Rs.)	Margin offered to Van Operators
1	Bharat Atta	10	31.50	Rs 2.50/Kg
2	Bharat Rice	10	35	Rs 1.80/Kg
3	Onion	2/5		Rs ____ / Kg

Note: NAFED reserves the right to change the Pac size, MRP and margin offered as per the requirement and Government directions in this regard

COMMERCIAL TERMS

Ideally one van with capacity of 1000 kg should have a minimum of 200 kg of Atta & Rice each, 300 Kg of Onion and 100 Kg of NAFED pulses and tea.

II) Distribution Plan:

- A detailed plan, including a strategy for statewide distribution and supporting evidence of self-attested relevant experience (on the company's letterhead) , must be submitted with the application.

III) Customer Feedback:

- Distributors will collect customer feedback and report it to NAFED in the format provided by the NAFED in writing, as and when required.

IV) Staffing and Reporting:

- Distributors must have an adequate number of trained staff, including a designated **nodal officer** for reporting and ensuring compliance with NAFED directives. Details of the Manpower deployment to be provided before execution of the work.

V) Compliance with NAFED Guidelines:

- Distributors will fully adhere to NAFED's policies, facilitate field officer inspections, and ensure timely submission of reports.

6. FINANCIAL REQUIREMENTS

- i. The bidder should have sound financial background and high turnover which should be substantial with statutory documents.
- ii. The bidder must submit a Net Worth Certificate issued and certified by a Chartered Accountant (CA) along with their application as evidence of compliance. **(Annexure – B)**

7. PAYMENT TERMS

- I) Distributors must deposit the full MRP amount in advance as security with their product demand.
- II) NAFED's accounts department will verify the deposit before releasing products for distribution.
- III) The vendor will be allocated weekly and monthly sales targets of various commodities for each location where they are empaneled.
- IV) Daily commodity-wise sales shall be reported by the vendors through MIS report on T+1 basis to NAFED Branches and deposit sales proceeds through their existing software or to be deployed.
- V) Vendor will submit bills/ indents of operational expenditure with indent of sales along with quantities sold for each of the commodities against targets given at the end of the month.
- VI) Vendor should ensure sales of quantity targets assigned to them for each location.
- VII) Payment of operational expenses as per contract/ empanelment terms will be made after submission of indents/ bills.
- VIII) Penalty – In case NAFED receives considerable numbers of complaints on toll free number, NAFED will hold payments till resolution.

8. SELECTION AND FINALIZATION PROCESS

I) Floating of EOI:

- a. The EOI will be published on the NAFED website www.nafed-india.com, to invite participation.

II) Selection Criteria:

- a. Applications will be evaluated based on the FIFO (First-In-First-Out) principle, subject to fulfillment of all terms and conditions outlined in the EOI.
- b. Records of past work with NAFED in the Bharat Brand Phase 1 & 2 may also be used as one of the parameters.
- c. Experience as a distributor, specifically distributing through mobile vans may be given preference.
- d. The robustness of the vehicle tracking system/ reporting system shall be considered.
- e. Distributors with warehouses having adequate storage capacity across various parts of the state may be given preference. The date from which these warehouses have been under the distributor's control must also be provided.
- f. Distributors already worked with NAFED can also apply afresh, for the States where they are not working presently.
- g. Distributors whose application have been summarily rejected vide EOI No. RBD/82/2025-NAFED-HO, can also reapply with the details of EMD and processing fee submitted previously for EOI No. RBD/82/2025-NAFED-HO.

III) Field Verification:

- a. NAFED branch field officers will verify the distributors' facilities (warehouses and vans etc.), and their reports will be submitted to NAFED HO for review.

IV) Agreement Signing:

- a. Upon final approval, selected distributors will sign an agreement with the concerned NAFED branch in a format specified by NAFED HO.

V) Discretion of NAFED:

- a. NAFED reserves full discretion to cancel, change, modify, select, or reject any/all

aspect of the EOI process at any point of time in the interest of consumers as per policy/guidelines of Government of India/DoCA/DFPD/NAFED. All participants must agree to these terms. Even after finalization, the terms and conditions may differ/can be altered in the larger interest of the Bharat Brand scheme and as per the mandate of government of India, with approval of competent authority.

VI) Allocation of work/quantity to the distributors:

- a. The allocation of quantities to distributors will be determined based on marks obtained in technical evaluation, state requirements, directives from the ministry, price heat maps, and the availability of finished products.
- b. Once the distributor begins distribution, their previous performance with the first lot of allocation, compliance with track-and-trace requirements and customer feedback will be considered when allocating additional quantities.

9. MINIMUM ELIGIBILITY CRITERIA FOR APPOINTMENT OF DISTRIBUTORS

- i Annual Audited balance sheets for the previous one year shall be enclosed as supporting document to establish their credibility and performance.
- ii Applicants should hold a valid Goods and Services Tax (GST) registration certificate, as applicable (self-declaration if not applicable).
- iii Applicants should hold a valid Permanent Account Number (PAN), as applicable.
- iv Applicants should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society or local authorities for corrupt and fraudulent practices and shall have to submit a declaration to this effect on the letter head of the Company.

10. DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI

- i Application form duly filled, stamped and signed by authorized signatory of the company/ firm as per **Annexure “A” & “A-1”** of this EOI documents.
- ii Self-attested & stamped copy of previous years audited Balance Sheet and Profit & Loss Account of the company / firm including copy of ITR.
- iii CA certificate of Annual Turnover only for sale of Agri commodities. Etc. for the F/y 2024-25. (**Annexure – B**)
- iv Self-attested & stamped copy of GST registration certificate.
- v Self-attested & stamped copy of FSSAI license, if applicable.
- vi Self-attested & stamped copy of PAN of the company/firm.
- vii Self-attested & stamped copy of valid Registration Certificate along with copy of Memorandum of Agreement, Addendum, if any, to the Agreement confirming its registration with Registrar of Companies and Article of Association.

OR

- viii Self-attested & stamped copy of valid registered partnership deed, if applicant is partnership firm

OR

- ix Copy of Byelaws if applicant is registered under provisions of Cooperative Societies (duly registered under MSCSA, 2002 or any other State Cooperative Act of the concerned State).
- x Self-declaration on letter head of the company / firm for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- xi List of States/UTs in which applicants are interested to participate for the distribution of Bharat Brand Products through GPS enabled mobile vans.
- xii Copy of cancelled cheque of the company/firm.
- xiii Solvency Certificate issued by Bank.

11. AVAILABILITY OF EOI DOCUMENT

- i The EOI documents can be downloaded from NAFED's website www.nafed-india.com to invite participation.
- ii Original documents may have to be submitted, if required and demanded by NAFED.
- iii The applicant shall bear all costs associated with the preparation and submission of the EOI. NAFED will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

12. QUERIES ON THE EOI DOCUMENT

All prospective applicants before the last date & time of submission of EOI may get clarification on their queries, from the respective branch office. The queries received after due date/ time will not be considered.

13. AMENDMENT OF EOI DOCUMENTS

- i At any time up to the last date for submission of applications, NAFED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify this EOI document by an amendment.
- ii Applicants are advised to keep viewing the NAFED website for any corrigendum/ change.
- iii Also, in order to provide prospective applicants reasonable time to take the amendment into account for preparing their EOIs, NAFED may, at its discretion, extend the last date for the receipt of EOIs and/or make other changes in the requirements set out in this EOI document.

14. PERIOD OF VALIDITY OF EOIS.

- I) EOIs shall be valid for 90 days from the date of submission of financial EOIs. An EOI valid for a shorter period shall stand rejected.

- II) In exceptional circumstances, NAFED may request the consent of the applicant for an extension to the period of EOI validity. The request and the response thereto shall be made in writing. The EOI security provided shall also be suitably extended.

15. EOI TENDER FEE, EMD & SECURITY DEPOSIT AMOUNT

- I) All the applicants are required to deposit Non-refundable Tender Processing Fee of Rs. 2,500 plus GST (Tender Fee Rs. 2,500 + Rs. 450 GST) along with EMD amount of INR 1,00,000/- lakhs per State/UT. The details of the Bank account of NAFED as stated below.
- II) No fresh EMD and processing fee submitted previously for EOI No. RBD/82/2025-NAFED-HO are required from the eligible applicants whose application vide EOI No: RBD/82/2025-NAFED-HO were summarily rejected.
- III) The EMD of the unsuccessful applicant will be refunded by NAFED. The applicants are requested to provide the requisite Bank Details for refund of the EMD. The EMD should be paid from the authorized Bank A/c of the applicants. If the EMD is not paid from the authorized Bank A/c of the applicants then the Bid will be rejected.
- IV) The Security Deposit which will be refunded after successful completion of work and receipt of all the sale proceeds, Track & Trace Compliance and required documents or adjusted in the last allocation provided successful completion of work and receipt of all the sale proceeds, Track & Trace Compliance and required documents. This decision will be taken by NAFED only and Distributors shall agree on it. EMD and security deposit of the applicant will carry no interest.
- V) The EMD & Security deposit of the applicant shall stand forfeited, if the applicant withdraws after submission of application. In case the applicant is not shortlisted then EMD will be refunded by NAFED.
- VI) Applicant who has not paid tender fee and EMD will not be considered further and rejected (proof of bank copy of tender fee and EMD to be submitted along with application).
- VII) There will be no exemptions for MSME and MSE and Startups

BANK ACCOUNT DETAILS

NAME OF THE BENIFICERY	: NAFED
ACCOUNT NUMBER	:IDFC FIRST
NAME OF BANK	:10060654277
ADDRESS OF THE BANK	:NEW FRIENDS COLONY
IFSC CODE	: IDFB0020102

- VIII) In case of deviation to any of the terms & conditions to this EOI documents, Security deposit amount inclusive of GST of the applicant shall be forfeited by NAFED without giving any notice.

16. PROCEDURE FOR SUBMISSION OF EOI

Attested copies of all the documents as per EOI should be emailed on or before 05.01.2026 to retailbusinessdivision@nafed-india.com

- i Required documents are to be submitted along with application as mentioned in this EOI before the last date/time for submission of EOI.
- ii Applicant can download the EOI documents from the NAFED website i.e., www.nafed-india.com.

- iii In case any documents submitted under this EOI are found to be tampered/ modified in any manner, application will be summarily rejected and EOI security / security deposit amount would be forfeited and the applicant would be liable for any suitable action.

17. PROCEDURE OF SUBMISSION OF EOIs

- i Documents complete in all respect along with demand drafts (in case of RTGS / NEFT, proof of deposit bearing UTR number) on account of requisite non-refundable processing fee & EOI EMD must be submitted in the prescribed application form (enclosed herewith) to retailbusinessdivision@nafed-india.com.
- ii The Applicants shall submit their applications through email with the subject line: **Appointment of Distributors for sale of Bharat Brand Products (Atta, Rice, Pulses) & Onions through mobile vans & temporary stores under Bharat Brand Phase 3 across all States/UTs**
- iii All the Bid Documents to be submitted in downsized Zip Format. The bid to be summarily rejected in case of non-conformity of the guidelines and in case of any other modes of submission. Bids in physical modes shall not be accepted.
- iv Application received after due date and time will be rejected.
- v Documents submitted incomplete in any respect and without processing fee & EOI EMD shall be summarily rejected. Further, NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof.
- vi The offer must be valid of 90 days from the date of submission of quotation documents.
- vii During the currency of the agreement, no escalation in professional fees or charges will be allowed except for statutory charges.
- viii The address given by the Distributor in the EOI documents shall be considered to be the proper and complete business address of the Distributor.
- ix Security deposit of the successful applicant shall be refunded without interest or adjusted with the last allocation only after successful completion of the assigned work and receipt of all the sale proceeds and required documents.
- x The terms and conditions of this EOI will form part of the agreement to be executed between NAFED and successful applicants.
- xi Each page of this EOI document must be signed by the authorized signatory of the applicant duly stamped, in token of acceptance of the terms and conditions of the EOI documents.

18. ACCEPTANCE OF EOI

After scrutiny of documents, NAFED shall short list the qualified eligible applicants as per criteria laid down in this tender document. Upon the approval of the Competent Authority at NAFED Head Office, the qualified eligible applicants will be informed of their selection. The decision of NAFED regarding selection of successful applicant shall be final, conclusive and binding.

19. EVALUATION CRITERIA AND PERCENTAGE BREAKDOWN

Technical Evaluation

SN	Particulars	Max Marks
1	General Eligibility Criteria (as per Annexure-F)	20 Marks
2	Technical & Financial Capacity (as per Annexure-F)	80 Marks
a	Adequate warehouse capacity at various locations (owned/hired)	20 Marks
b	Ownership of GPS enabled Mobile Vans(owned/hired) in good condition.	20 Marks
c	The bidder should Sound financial background and high turnover with statutory documents	20 Marks
d	The applicant may have carried out similar assignments in the past.	10 Marks
e	Number of Temporary Stores to be deployed with list	10 Marks
Total Marks		100 Marks

Bidder with minimum 60 marks will be declared technically qualified for empanelment. Work will be awarded based on total marks obtained as well as proportion to number of vans / trucks offered.

20. AUTHORIZED SIGNATORY

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

21. OPENING AND EVALUATION OF EOIs

- i EOIs (complete in all respect) received along with EOI Security by stipulated time will be opened and scrutinized by NAFED, as per terms & conditions given in the EOI documents.
- ii During the evaluation, NAFED at its discretion may call upon the applicant to give presentation on their offer, to explain their capability to undertake the supply and to respond to any question from NAFED. The place for presentation shall be conveyed to the applicants at an appropriate date. Failure on part of applicant to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of EOIs.
- iii NAFED may waive any minor infirmity or non-conformity or irregularity in a EOI which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any EOI.

22. NAFED's RIGHT TO AMEND THE SCOPE OF WORK

- i If, for any unforeseen reasons, NAFED would require to change the Scope of work, this change shall be acceptable to the applicant.

- ii NAFED reserves the right to reject one/ all the applications or cancel the bidding without assigning any reasons thereof.

23. CORRUPT OR FRAUDULENT PRACTICES

- i It is expected that the applicants who wish to apply for this EOI have highest standards of ethics.
- ii NAFED will reject EOI if it determines that the applicant recommended for award has engaged in corrupt or fraudulent practices while competing for this EOI.
- iii NAFED may declare an applicant ineligible, either indefinitely or for a stated duration, to be awarded or contact if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

24. GENERAL CONDITIONS

- i Violation in any terms & conditions of this Agreement is not allowed.
- ii At any stage of the supply process, if it is found Distributor has given incorrect and misleading certificate/information/document(s), NAFED shall free to take suitable action including cancellation of contract, forfeiture of security / EMD amount etc.
- iii The current supply shall be independent of any previous ongoing/completed contract that may have been entered into between NAFED and the Distributor.
- iv NAFED reserves the right to call for any additional information/documents from Distributor and same shall be submitted by the Distributor to NAFED within given time period.
- v NAFED reserves the right to cancel this EOI in totality without assigning any reason.
- vi NAFED reserves the right to increase or decrease the quantity of this Agreement without assigning any reason.
- vii It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- viii Third Party Commercial Invoice / documents shall not be acceptable
- ix **INTERPRETATION OF THE CLAUSES IN THE EOI DOCUMENT**
In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI Document, NAFED's interpretation of the clauses shall be final and binding on all applicants/parties.
- x **INTEGRITY PACT (IP)**
Integrity Pact may be an integral part of their tender document as and when internally finalized in NAFED. Applicants are requested to check the NAFED website from time to time for any corrigendum.

END OF SECTION-III

SECTION –IV

GENERAL PROVISIONS AND APPLICABLE LAWS

1. Applicable Law, Jurisdiction and Dispute Resolution

- I) This EOI documents and award of work/Purchase order under this EOI documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only High Courts at the respective states of the NAFED branches shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- II) All or any dispute arising out or touching upon or in relation to the terms of this EOI documents including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
- III) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between NAFED and successful applicants after EOI and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this EOI documents.
- IV) The draft agreement included with this EOI is a modal agreement and terms and conditions of the modal agreement may be altered or varied at the time of execution with successful applicant and such applicants shall not have any objection in this regard.

2. Force Majeure

If the performance of any party to the Contract is prevented, restricted, delayed or interfered by reason of riots, civil commotion, hostilities between nations, fire, explosion, cyclone, storms, flood, war, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to such events, provided that the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost diligence.

The Party which is unable to fulfil its obligations under the contract must within 03 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract entered pursuant to this EOI.

3. HOLIDAY LISTING AND INTEGRITY

- I) NAFED has adopted ethics of highest standard and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. While participating in the tender and performing under a Contract/Order, the Agencies are required to meet certain standard of integrity and adherence to the terms and conditions of the tender/contract. In case Distributor fails to meet the standard benchmark of integrity, it is prudent to put the Distributor holiday/banning list for specific periods in order to deter the Agencies from committing such defaults.
- II) Notwithstanding anything contained in this EOI documents, NAFED's policy for Holiday Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, Nafed at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

4. Prevention of Fraud and Corruption

- I. The Applicant(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NAFED. Applicant(s) agree and undertake to observe the principles/ provisions as laid down in "Integrity Pact" of NAFED (As per Annexure-VII) during their participation in the EOI process, during the process of EOI and in any other transaction with NAFED.
- II. The Applicant(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NAFED's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EOI process or during the process of EOI.
- III. The Applicant(s) shall not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of EOIs or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- IV. The Applicant(s) shall not commit or allow any employees of NAFED to commit any offence under the relevant provisions of IPC/Prevention of Corruption Acts; further the Applicant(s) will not use improperly or allow any employee(s) of NAFED, for purposes of competition or personal gain, or pass onto others, any information or document provided by NAFED as per of the business relationship, including information contained or transmitted electronically.
- V. The Applicant(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- VI. The Applicant(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform NAFED of same without any delay.

5. Interpretation of the Clauses in this EOI

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI, NAFED's Competent Authority interpretation of the clauses shall be final and binding on Applicant(s).

6. General Conditions

- I. Violation in any terms & conditions of this EOI is not allowed.
- II. At any stage of the supply process, if it is found that Applicant(s) has given incorrect and misleading certificate/information/document(s), NAFED shall free to take suitable action including cancellation of EOI, forfeiture of security / EOI security amount etc.
- III. The current EOI shall be independent of any previous ongoing/completed contract that may have been entered into between NAFED and the Applicant(s).
- IV. NAFED reserves the rights to call for any additional information/documents from Applicant(s) and same shall be submitted by the Applicant(s) to NAFED within given time period.
- V. NAFED reserves the right to cancel/rescind this EOI in totality without assigning any reason.
- VI. This EOI shall be governed and construed in accordance with the Indian Laws.

END OF SECTION IV

ANNEXURE-A

To

----- (detail address of branch)

Sir,

We submit the documents as per EOI No.-----Dated: --- for Appointment of Distributor for distribution of Bharat Brand Products through GPS enabled Mobile Vans in the States/UTs of

We have thoroughly examined and understood all the terms & conditions as contained in the EOI document and agree to by them.

Yours faithfully,

Signature of applicant
(Capacity in which signing)
Stamp

of Firm Date:

Place:

ANNEXURE-A-1

Application Form

Name of the Company / Firm	
Firm type (Sole Prop/ Partnership/ Company)	
Registered office	
Email Id of Authorized signatory	
Registration No. of the Firm	
PAN no. of firm / Company	
GST Registration No.	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	
Number of years of professional experience of as Distributor through Mobile Vans.	
Past Experience of Distributor for sale of Agri commodities. Enclose proof of experience/work, if any.	
Applied for the State	

ANNEXURE-B

Format of certificate to be issued by Chartered Accountant

----- (detail address of branch)

We hereby certified that M/s having registered office at is engaged in the business of Distribution of agricultural food items and their turnover and net worth for the previous financial years from the above business is as per details given below:-

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority)

Designation

Membership No.

Mobile No:

UDIN-No:

Place of Issue:

Date of Issue:

ANNEXURE-C

(ON THE LETTER HEAD OF THE COMPANY/FIRM)

Details of Director(s) / Partner(s)

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

ANNEXURE-D
On the Letter Head of Agency
Letter of Proposal Submission

To,

The
Manager

NAFED, HO, Delhi

Sub: Selection of Agency for sale of Bharat Brand Products State.....

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me/us as designated person(s) to make these representation for and on behalf of the bidder in respect of the proposal as per EOI. Dated _____ issued by NAFED, HO, Delhi on _____

For and on behalf of the bidder, I/we confirm:

- a) Our offer is in accordance with the terms and conditions of the EOI issued by NAFED, and we agree to sign the Agreement enclosed with the EOI, and we have initialed each page of it to convey our acceptance.
- b) That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period referred to in the EOI, including any extension of the proposal validity period as may be agreed by us;
- c) That NAFED may by written notice extend the period of proposal validity period and the proposal attached to this letter and the EMD below will remain in full force and be valid for that extended period as per provisions of the EOI;
- d) We also affirm and declare that we are not blacklisted by any Govt. Dept of state and/or central agency and also not an empanelled miller of NAFED under Bharat Brand Phase 3.**
- e) That the Bidder accepts the terms and conditions stipulated in EOI for the selection process and undertakes to perform its obligations; accordingly, and
- f) That attached to this letter is the Tender Cost page no....., EMD page no....., along with all other documents and information page no....., as required by the EOI.

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under NAFED. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by NAFED which shall be binding on us.

Seal & Signature of the Authorized Person Name of Bidder:

Address and contact number:

ANNEXURE-E

On the Letter Head of Agency Details of vans available

Sr. No.	Vehicle Type	Vehicle No	Registration Number	Registration Validity	Availability of GPS (Yes/No) If Yes Details of GPS	Insurance Validity	Remarks

*In case of leased vans, given vehicle details to be provided before product allocation and concerned branch shall certify the detail.

Details of Temporary Stores

Sr. No.	Store Location / States	Area in Sq.ft	Complete Address of the Stores	Owner Name	PAN number	GST Number	Remarks

Specifications of Mobile Vans & Temporary Stores with Guidelines

1. Mobile Vans can be various van types as under, preferably CNG/ EV:

- i. Tata 407
- ii. Tata ACE
- iii. Mahindra Jeeto
- iv. Mahindra Supro
- v. Ashok Leyland Dost
- vi. Maruti Suzuki Super Carry
- vii. Any other model of similar nature

Note: The Vehicles should not be older than 5 years.

2. All Mobile Vans should have necessary licenses, registrations, documentation and other governmental compliances including but not limited to Fitness Certificate and PUC that are required for free movement across the regions of operations.

3. The Mobile Vans should preferably be GPS enabled. The vans should be fitted with body to carry packed essential commodities for sales.
4. Each Mobile Van should be accompanied by One Driver and One Salesman/Helper with a fully operational weighing machine.
5. The Creative collaterals as specified by NAFED shall be compulsorily present on each Mobile Van throughout the tenure of its operations along with weighing machines, UPI scanner
6. The store measuring at least 100sq ft, should be available and offered by bidder either in rents / owned or leased premises. Branding of NAFED to be used along with NAFED software.

Annexure - F
Marking Scheme

- I. Tender Cost Proof- Page No.....**
II. EMD Cost Proof Page No.....
III. Applied for the state of

Without above I, II attachment proof proposal of distributor will be rejected.

Sl. No.	Particulars	Max Marks	Docs attached Page No	NAFED Marking (To be filled by NAFED)
1	<p>General Eligibility Criteria</p> <p>a. Annual Audited balance sheet, P&L & ITR for the previous year shall be enclosed as supporting document to establish their credibility and performance. (3 Marks)</p> <p>b. Application form duly filled, stamped and signed by authorized signatory of the company/ firm as per Annexure “A” & “A-1” of the EOI documents. (2Mark)</p> <p>c. CA certificate of Annual Turnover only for sale of agri commodities. etc.) for the F/y 2024-25. (1 Mark)</p> <p>d. Self-attested & stamped copy of GST registration certificate. (2Mark)</p> <p>e. Self-attested & stamped copy of FSSAI license, if applicable. (2 Mark)</p> <p>f. Self-attested & stamped copy of PAN of the company/firm. (2 Mark)</p> <p>g. Self-attested & stamped copy of valid Registration Certificate along with copy of Memorandum of Agreement, Addendum, if any, to the Agreement confirming its registration with Registrar of Companies and Article of Association. (2 Marks)</p> <p style="text-align: center;">OR</p> <p>Self-attested & stamped copy of valid registered partnership deed, if applicant is partnership firm</p> <p style="text-align: center;">OR</p> <p>Copy of Bye-Laws if applicant is registered under provisions of Cooperative Societies (duly registered under MSCSA, 2002 or any other State Cooperative Act of the concerned State).</p>	20		

	h. Self-declaration on letter head of the company / firm for not being under a declaration of ineligibility for corrupt and fraudulent practices. (2 Marks) i. List of States/UTs in which applicants are interested to participate for the distribution of Bharat Brand Products through GPS enabled mobile vans. (1 Marks) j. Copy of cancelled cheque of the company/firm. (1 Marks) k. Solvency Certificate issued by Bank. (2 Marks)			
2	Technical & Financial Capacity	80		
2.1	Adequate warehouse capacity at various locations (owned/hired) i. More than 5 locations – (20 Marks) ii. In 2 to 5 locations – (15 Marks) iii. In 1 location – (10 Marks)	20		
2.2	GPS enabled Mobile Vans to be deployed Good condition as per Annexure - E i. More than 100 - (20 Marks) ii. 50 - 100 – (15 Marks) iii. 25 – 50 – (10 Marks) iv. 10 - 25 – (5 Marks) Below 10 – (0 Marks)	20		
2.3	The bidder should have sound financial background and high turnover with statutory documents i. If More than 2 Crores – (20 Marks) ii. If between 50 lacs to 2 Crores – (15 Marks) iii. If below 50 Lakhs – (10 Marks)	20		
2.4	The applicant may have carried out similar assignment in the past a. Relevant Experience of distribution with any Govt entity – (10 Marks) b. Relevant Experience of distribution with any Private entity – (5 Marks) c. No Experience – (0 Marks)	10		
2.5	Number of Temporary Stores to be deployed with list a. More than 20 stores – (10 Marks) b. 10 – 20 stores – (5 Marks) c. Less than 10 – (0 marks)	10		
	TOTAL	100		

Bidder with minimum 60 marks will be declared technically qualified for empanelment. Work will be awarded based on total marks obtained as well as proportion to number of vans / trucks offered

Annexure -G

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.

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.

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

(Office Seal)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____
