



**NAFED**  
*60 Years in Service*

**NAFED INVITES EXPRESSION OF INTEREST (EOI) FROM ELIGIBLE AGENCIES**

**FOR**

**EMPANELMENT WITH NAFED**

**TO**

**IMPLEMENT SKILL DEVELOPMENT AND OTHER CSR INITIATIVES**

- |                                    |                        |
|------------------------------------|------------------------|
| 1. EOI Ref. No.                    | : NAFED/HO/FOF/2021-22 |
| 2. Date of Issue of EOI            | : 10.12.2021           |
| 3. Pre-bid meeting                 | : 17.12.2021           |
| 4. Last date for Submission of EOI | : 24.12.2021           |

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.(NAFED)**  
**NAFED House, Siddhartha Enclave Ashram Chowk, Ring Road, New Delhi-110014**  
Telephone Number: 091-11-26340019, 26341810; Fax: 091-11-26340261

## LIST OF ABBREVIATIONS

NAFED	National Agricultural Cooperative Marketing Federation of India Ltd.
FIFA	Federations of Indian FPOs and Aggregators
EOI	Expression of Interest
CSR	Corporate Social Responsibility
FPO	Farmer Producer Organization
CBO	Community Based Organization
IA	Implementing Agency
APMC	Agricultural Produce Market Committee
IICA	Indian Institute of Corporate Affairs
MCA	Ministry of Commerce and Company Affairs
MEITY	Ministry of Electronics & Information Technology
MSDE	Ministry of Skill Development & Entrepreneurship
MORD	Ministry of Rural Development
MOA&FW	Ministry of Agriculture & Farmers Welfare
NGO	Non-Government Organization
RFQ	Request for Quotation
RFP	Request for Proposal
DBMS	Database Management System
OS	Operating Software
DCS	Data Centre Services
DRE	Disaster Recovery Environment
F&V	Fruits & Vegetables
NeKM	NAFED e-KisanMandi / Market
MT	Metric Tons

## INDEX

<b>Chapter</b>	<b>Title</b>	<b>Page No</b>
1	Notice Inviting Tender	4
2	Disclaimer	5
3	Context	7
4	Scope of Work	9
5	Eligibility and Evaluation Criteria	10
6	Terms and Conditions	12
7	List of Documents for Submission of the EOI	16
8	General Provisions and Applicable Laws	18
9	Annexure I – Application Letter	21
10	Annexure II - Application Form	22
11	Annexure III – Work experience of the Applicant	23
12	Annexure IV – Format of Chartered Accountant Certificate	24
13	Annexure V - List of Directors of the Applicant	25
14	Annexure VI – Undertaking from the Applicant	26
15	Annexure VII – Integrity Pact	27

## 1. NOTICE INVITING TENDER

Farmers Outreach and Facilitation (FOF) Division of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), Ashram Chowk, Ring Road, New Delhi-110014 invites sealed Expression of Interest (EOI) for selection/empanelment of Eligible Agencies for empanelment with NAFED to implement Skill development and other CSR initiatives of NAFED.

The main objectives of the EOI are as given below:

- a) To build capacity of small farmers and Farmer Producer Organizations (FPO) through skill and entrepreneurship development.
- b) To develop markets through NAFED e-KisanMandi (NeKM) and create market linkages for FPO/Farmer Produce.
- c) To create infrastructure through Convergence of CSR and Govt. Schemes for value addition and processing and Marketing of Agri-produce.
- d) To provide Agro-Advisory, Weather and Market Information to FPOs and Farmers for quality production and better returns.

The application must be accompanied with processing fees (non-refundable) of Rs. 5900 (Five Thousand Nine Hundred only including 18% GST) by means of DD/ NEFT/ RTGS to NAFED. Interested parties can submit their application along with copies of all required documents/profile etc. by Post/ Courier or by Hand at NAFED, Head Office on or before \_\_\_\_\_ which shall be opened in the presence of parties or their authorized representatives on the \_\_\_\_\_ day i.e. on \_\_\_\_\_.

NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. For any query and clarification kindly contact:

Manager (FOF) Division, NAFED,  
National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)  
4<sup>th</sup> Floor, NAFED House, Ashram Chowk, Ring Road, New Delhi -110014 (India)  
Ph-011-26341810, Mob :- \_\_\_\_\_,  
E-Mail : \_\_\_\_\_@NAFED-india.com

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## 2. DISCLAIMER

1. The information contained in this EOI document or subsequently provided to intending applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
2. No part of this EOI and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. The EOI document has been prepared solely to assist prospective applicants in making their decision for applicants. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective applicant may need to consider in order to submit an 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 applicant(s), whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI documents.
4. Neither NAFED nor NAFED representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI document. Interested applicant(s) is advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the EOI process in relation to the supply. Applicants have to undertake their own studies and provide their EOIs.
5. This EOI documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the supply in relation to which it is being issued.

6. 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 process. 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.
7. 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.
8. NAFED reserves the right to reject all or any of the EOIs submitted in response to this EOI invitation at any stage without assigning any reasons whatsoever.
9. 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, 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.
10. 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://NAFED-india.com>
11. Mere submission of an EOI does not ensure selection/empanelment of the applicants as Successful applicants.

### **3. CONTEXT**

#### **3.1 INTRODUCTION:**

- a) National Agricultural Cooperative Marketing Federation of India Limited (NAFED) was set up in year 1958 for marketing Agri-produce and forest produce across the country. It is an apex organization of marketing cooperatives in India with more than around 960 member cooperatives.
- b) NAFED is 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.
- c) NAFED has been designated as National Implementing (IA) under Formation and Promotion of 10,000 Farmer Producer Organizations (FPO) central sector scheme of the Ministry of Agriculture and Farmers Welfare (MoA&FW), GoI.
- d) NAFED has acquired Federation of Indian FPOs & Aggregators (FIFA) which is a not for profit organization and fully owned by NAFED. It was set up to provide incubation support to the FPOs through training, skilling, entrepreneurship development, market and credit linkages. FIFA has more than 700 FPO members spread across the country. Each FPO has 500 to 1000 member farmers.
- e) The FPO members are mostly small farmers who are facing various challenges in the form of effects of climate change, scarcity of water, degradation of soil which has huge adverse effect on crop production. The farmers are further constrained by poor access to quality inputs and markets for Agri-produce.
- f) NAFED would like to support the farming community in India and contribute to the mission of Hon. Prime Minister for Doubling Farmers Income (DFI). It will partner with various stakeholders in the Agriculture Sector and direct the resources towards small farmers through Government schemes and CSR.
- g) Thus, Farmers Outreach and Facilitation (FOF) Division of NAFED is inviting Expression of Interest (EOI) for selection/empanelment of Eligible Agencies for empanelment with NAFED to implement Skill development and other CSR initiatives of NAFED.

#### **3.2 OBJECTIVES:**

The main objectives of the EOI are as given below:

- a) To build capacity of small farmers and Farmer Producer Organizations (FPO) through skill and entrepreneurship development.

- b) To develop markets through NAFED e-KisanMandi (NeKM) and create market linkages for FPO/Farmer Produce.
- c) To create infrastructure through Convergence of CSR and Govt. Schemes for value addition and processing and Marketing of Agri-produce.
- d) To provide Agro-Advisory, Weather and Market Information to FPOs and Farmers for quality production and better returns.

### **3.3 OVERVIEW**

- a) The Eligible Agencies will be empanelled with NAFED as Implementing Agencies (IA) for implementing Skill& Entrepreneurship Development and other CSR initiatives of NAFED (hereinafter called as “Implementing Agency”).
- b) The organizations / agencies fulfilling eligibility criteria will be selected by NAFED as per expertise of the Eligible Agency in respective domain of Skilling, Entrepreneurship Development and CSR interventions related to Agriculture sector. NAFED will provide ranking based on scores obtained in the evaluation criteria.
- c) The preference for awarding work contract for implementation would be given to the party which has initiated, prepared and submitted the proposal/ project to NAFED for onward submission to the Department/ Organization.
- d) The Applicant Agency shall be recognized reputed Indian Not for Profit - Legal Entity - with eligibility for implementing CSR Projects as per latest guidelines of the MCA.
- e) The applicant(s) for selection/empanelment will be given preference for prior experience in skill development and CSR projects implemented throughout India.
- f) Interested and eligible parties under the EOI, shall be required to submit copy of each required documents before the last date & time given in this EOI documents.
- g) After scrutiny of EOI, NAFED shall shortlist the eligible applicants as per NAFED procedure and inform them.
- h) NAFED reserves the right to accept or reject any or all EOI without assigning any reason thereof. The issue of this EOI document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of EOI process.
- i) The Selection/empanelment of the Implementing Agencies do not in any way commit or otherwise obliges NAFED to provide Work Order for CSR Projects.
- j) NAFED has a network of Branches across the country and the selected channel partners shall work under the ambit of these respective branch wherever necessary.



#### **4. SCOPE OF WORK**

- a) The selected Implementing Agency (IA) will work with NAFED to undertake various skill developments, capacity building and other CSR Projects for Farmers, FPOs and others.
- b) The IA along with FOF Division of NAFED will scout for various projects for Farmers and FPOs in the domains of Skill & Entrepreneurship Development, Agro-advisory, Incubation of FPOs, Market Linkages, Agri-Infrastructure Development, Livelihoods, Digital Literacy, Sustainable Agriculture, Production and Income Enhancement etc.
- c) The IA along with FOF Division of NAFED will scout for various funding Agencies to solicit funding support for above mentioned projects under CSR to achieve stated objectives of NAFED through this EOI.
- d) The IA along with FOF Division of NAFED will scout for various Tenders, EOI and RFQ published by Government Agencies, Corporate Organizations, Bilateral and Multilateral Funding Agencies and apply as Consortium with NAFED or FIFA.
- e) The IA will prepare the proposals for above mentioned projects and future tenders. RFQs, EOIs etc. with support from FOF Division of NAFED with details of Role and Responsibilities of Consortium Partners and budgets.
- f) The first preference for awarding work contract for implementation would be given to the party which has initiated, prepared and submitted the proposal/ project to NAFED for onward submission to the Department/ Organization.
- g) The IA will prepare Agreement between Consortium Partners for implementation of the Project along with financial allocations in case Consortium secures any project/assignment.
- h) The IA will also collaborate with NAFED/FIFA on sourcing and delivering consulting/technical assistance/services that cater to corporations, Government institutions and other stakeholders in the broader ecosystem for agriculture & allied sectors. The IA will prepare Agreement with Roles and Responsibilities of both the parties along with budgets.
- i) The IA will scout Govt. schemes for creation of infrastructure for FPOs to initiate or scale FPO business and strengthen FPOs and farmer members of the FPO with support from FOF Division of NAFED.
- j) The IA will prepare PPP Models for Infrastructure creation for FPO business growth and Farmer Empowerment with Detail Project Report etc. for Project Implementation along with Roles and Responsibilities of parties and budgets.

## **5. ELIGIBILITY & EVALATION CRITERIA**

### **5.1 Eligibility Criteria:**

- a) The Applicant should be a Not for Profit Organization registered as Legal Entity under appropriate Act of the Government of India for Not for Profit Companies, Society, Trust, Foundation etc. with minimum 10 years of work experience.
- b) This EOI is limited to single entity, the bidders have to be registered under the same name and submit only one EOI document.
- c) The Applicant should have valid 12 A and 80 G Certificates.
- d) The Applicant should be either registered with CSR Portal of the MCA as per latest guidelines of 2021 or with “Darpan” Portal of the NITI Ayog.
- e) The Applicant should have positive net worth during last three financial years and should not be insolvent in the past. A certificate issued by the Chartered Accountant should be provided.
- f) The Applicant should have sufficient turnover for implementing various projects and work order related to Agriculture and Skill related activities. A certificate issued by the Chartered Accountant should be provided for the same.
- g) Annual Audited balance sheets for the last three years shall be enclosed as supporting document.
- h) The Applicant should have sufficient experience of training of trainees in skill sector.
- i) Applicant should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society for corrupt and fraudulent practices and shall have to submit a declaration to this effect.

## **5.2 Evaluation Criteria:**

- (i) Average annual turnover of the Applicant Agency for last 3 years - 20 marks
- |                       |   |          |
|-----------------------|---|----------|
| a. Rs. 1 to 05 crore  | – | 05 marks |
| b. Rs. 05 to 10 crore | – | 10 marks |
| c. Rs. 10 to 15 crore | - | 15 marks |
| d. Above Rs. 15 crore | - | 20 marks |
- (ii) No. of years of experience of the Applicant Agency in Skill Development, Agriculture and Allied Sector. - 20 marks
- |                      |   |          |
|----------------------|---|----------|
| a. 1 to 05 Years     | – | 05 marks |
| b. 05 to 10 Years    | – | 10 marks |
| c. 10 to 15 Years    | - | 15 marks |
| d. Above Rs.15 Years | - | 20 marks |
- (iii) Cumulative Project contracts for Applicant Agency, since its inception. - 20 marks
- Cumulative Contracts value
- |                       |   |          |
|-----------------------|---|----------|
| a. Rs. 1 to 05 crore  | – | 05 marks |
| b. Rs. 05 to 10 crore | – | 10 marks |
| c. Rs. 10 to 15 crore | – | 15 marks |
| d. Above Rs. 15 crore | – | 20 marks |
- (iv) Number of Beneficiaries Impacted. -15 marks
- |                   |           |
|-------------------|-----------|
| a) 0-999          | -05 marks |
| b) 1000-5000      | -10 marks |
| c) More than 5000 | -15 marks |
- (V) Presentation - 25 marks.

*Please Note:- Based on the above criteria, NAFED shall empanelled number of parties based on the minimum score obtain.*

## **5.3 Availability of EOI Document**

- a) The EOI documents can be downloaded from NAFED's website ([www.NAFED-india.com](http://www.NAFED-india.com)).

- b) Original documents are required to be submitted to Manager, NAFED (FOF), NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110 014.
- c) 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 EOI process.

**5.4 Important dates:**

Date of Uploading of Documents on NAFED’s website	<b>10.12.2021</b>
EOI Submission Start Date and Time	<b>10.12.2021</b>
Pre-bid meeting date	<b>17.12.2021</b>
EOI submission End Date and Time	<b>24.12.2021</b>

**6. TERMS & CONDITIONS**

**6.1 General Terms:**

- a) Empanelled Implementing Agency (IA) shall agree to work in any geography allotted by NAFED.
- b) The IA will partner with NAFED and upkeep the name of NAFED during the project implementation.
- c) NAFED may allow Federation of Indian FPO’s and aggregators (FIFA)
- d) The IA will have its own office infrastructure and manpower for project proposal preparation and will bear the cost of project submission. After the award of the project the related costs for project implementation will be borne by the funding Agency.
- e) If NAFED has provided required infrastructure and manpower for project implementation the IA will reimburse the costs to NAFED from project budget.
- f) For any NAFED initiated projects, the project will be under NAFED brand and specified design/colour scheme provided by NAFED should be used. No other name or alternation of any forms shall be allowed to be displayed at the project location.
- g) For any third party funded project the IA and NAFED will work as consortium to implement the project as per requirements of the donor / funding Agency.
- h) If any project needs to be submitted by the IA, it will take prior approval of the Competent Authority of NAFED.

- i) The IA will ensure proper working and compliances of the project are taken care of as per government regulations as well as funding agency guidelines.
- j) The IA will submit all the necessary records of project milestones related to the project implementation to NAFED on regular basis and as and when demanded by NAFED.
- k) The IA will appoint any consortium partner or technical partner if required for any specific project as per project need with prior permission of NAFED.
- l) The IA will ensure proper transparency with NAFED at all levels.
- m) NAFED will be entitled to remuneration against services provided by NAFED for implementation of projects along with the IA and same shall be specifically mentioned in specific agreement for each project and paid to NAFED as per Agreement.
- n) NAFED may appoint its representatives, time to time, to inspect and check the relevant records of the project being implemented by the IA for NAFED.
- o) Any exchange of Manpower between NAFED and the IA for Project Implementation, will be done through mutual consent and specific Agreement.

#### **6.2 Amendment of EOI Document:**

- a) At any time prior to the last date for submission of EOI, 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.
- b) Applicants are advised to keep viewing the NAFED website for any corrigendum/change.
- c) In order to provide prospective applicants reasonable time to take the amendment into account and submit the EOI, NAFED may, at its discretion, extend the last date for the receipt of EOI and/or make other changes in the requirements set out in this EOI document.

#### **6.3 Period of Validity of the EOI:**

- a) The application/offers under this EOI shall be valid for 3 months from the date of submission of EOI application. An EOI valid for a shorter period shall stand rejected.
- b) 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.

#### **6.4 Procedure for Submission of the EOI:**

- a) The complete application in respect of this EOI shall be submitted to Manager, NAFED FOF Division, NAFED House, Siddhartha Enclave, Ashram Chowk, Ring

Road, New Delhi-110 014. For this EOI other forms of virtual application will not be accepted under any circumstances.

- b) Intending Parties shall submit Expression of Interest documents in original downloaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected.
- c) The application must be accompanied with processing fees (non-refundable) of Rs. 5900 (Five Thousand Nine Hundred only) (including 18% GST) by means of DD/NEFT/ RTGS to NAFED. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of EOI process. The EOI is not the subject of any process of contract or any contractual obligations between NAFED and prospective Processor.
- d) The Expression of interest must contain the Organization name and place of business, name and designation of the Signatory and/or Contact person with Phone, Email ID and Fax Nos. and must be signed and sealed by the Applicant Agency with his usual signature.
- e) The signatory of the application for this EOI shall be authorized to sign and submit the EOI and to bind the Applicant Agency with NAFED for Implementation of Skill development and Other CSR Initiatives for FPO and small farmers.
- f) Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- g) In case any documents uploaded under this EOI are found to be tempered/ modified in any manner, EOI will be summarily rejected and EOI processing fee would be forfeited and the applicant would be liable for any suitable action.
- h) NAFED reserves, at its sole discretion, the right to approve or reject any or all EOI(s) without assigning any reason.

#### **6.5 Queries on the EOI Document:**

- a) All prospective applicants may get clarification on their queries before the last date & time of submission of the EOI, from the Manager, FOF Division NAFED, Head Office, New Delhi Email: \_\_\_\_\_@NAFED-india.com. The queries received after due date/ time will not be considered.
- b) NAFED will hold a pre bid meeting, through video conferencing due to risk of COVID-19 spread, with the prospective applicant(s) at the given time and date (as given in the schedule) to discuss the requirement and purpose of the EOI.
  - i. Before pre-bid meeting, queries can be sent to Manager, FOF Division, NAFED via e-mail \_\_\_\_\_@NAFED-india.com

- ii. Only queries received before 3 days of pre bid meeting date will be entertained in the pre-bid meeting.
- iii. Maximum of two representatives of each Applicant shall be allowed to participate in the pre-bid meeting.

#### **6.6 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 bind the Applicant Agency should be 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.

#### **6.7 Opening and Evaluation of the EOI:**

- a) EOI applications (complete in all respect) received along with processing fees by stipulated time will be opened and scrutinized by duly constituted committee of NAFED. The committee will examine the documents provided vis-a-viz requirements of NAFED as per terms & conditions given in this document. NAFED reserves its right to accept or reject any or all the applications without specifying any reason and/or ask for any additional and/or missing documents from the interested companies/parties. EOI received without EOI Security will be rejected straight away.
- b) During the evaluation, NAFED at its discretion may call upon the Applicant to give clarifications if required by the Evaluation Committee. The Applicants will also require to give presentations to the Committee 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 EOI application.
- c) NAFED may consider to waive off 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 Applicant.
- d) The Applicant Agency will be informed regarding acceptance of their application(s) and shall be further advised for participation in EOI process.

#### **6.8 NAFED's Right to amend the Scope of Work:**

- a) If, for any unforeseen reasons, NAFED would require to change the Scope of work, this change shall be acceptable to the Applicant without change in application submitted under this EOI.
- b) NAFED reserves the right to reject one/ all the EOIs or cancel the EOI without assigning any reasons thereof.

- c) Certificate of Incorporation/Registration, Details of Directors/Members, MOA, AOA by laws and any other relevant documents of the Applicant Agency as pr Annexure-A

#### **6.9 Corrupt or Fraudulent Practices:**

- a) It is expected that the Applicants who wish to EOI for this supply have highest standards of ethics.
- b) 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.
- c) 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 contact.

#### **6.10 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.

### **7. LIST OF DOCUMENTS FOR SUBMISSION OF THE EOI**

#### **7.1 Following documents have to be submitted along-with EOI in a sealed cover:**

- a) Complete EOI document stamped and signed by authorized signatory of the Corporation/Company/Firm/LLP/Trust/Society etc.
- b) Application form duly filled, stamped and signed by authorized signatory of the Corporation/Company/Firm/LLP/Trust/Society etc as per format "Annexure-I" of this EOI documents.
- c) Selfattested& stamped copy of last three years till financial year audited Balance Sheet and Profit & Loss Account of the Applicant Agency including copy of ITR.
- d) Self attested& stamped copy of GST registration certificate.
- e) Self attested& stamped copy of PAN of the Applicant Agency.
- f) Self attested& stamped copy of valid Registration Certificate of the Applicant Agency.
- g) Self attested& stamped copies of project orders/Invoices which shows the experience of the applicant in skill development and CSR Projects, financial year wise, for the every financial year of the total experience up to March 2021.



- h) Self attested& stamped copy of valid address proof of the Applicant Agency. Address proof of the shall be telephone bill, electricity bill, certificate of GST registration.
- i) Self attested copy of Aadhar card of authorized signatory.
- j) Copy of the Board Resolution in favour of the Authorized Signatory.
- k) Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per format “Annexure-IV”.
- l) Self attested& stamped copy of this EOI document as a token of acceptance of terms & conditions of this EOI document.
- m) List of Directors / Partners / Members of the Applicant Agency as per attached format at “Annexure-V”.
- n) Self Declaration on letter head of the Applicant Agency that it has not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- o) Self Declaration on letter head of the Applicant Agency that it has not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in any Government / CSR Project.
- p) Self Declaration on letter head of the Applicant Agency that it has not been prosecuted for violation of law in India or abroad and there are no Court against the Applicant Agency in any court of law.
- q) Self declaration on letter head of the Applicant Agency for not being under liquidation, court receivership and/or similar proceeding.
- r) Self declaration on letter head of the Applicant Agency for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- s) Bank account details of the Applicant Agency (copy of cancelled cheque/ passbook).
- t) Undertaking for consortium as per annexure - VII
- u) Non-Refundable Participation fee:

Interested applicant(s) shall require to pay non-refundable fee of Rs.5900/- (Rs.Five Thousand Nine Hundred Only) (inclusive of 18% GST) for participation in this EOI. Fee can be paid through DD/RTGS/NEFT in favour of NAFED as per bank account details given as under: -

NAME OF THE BENIFICERY	: NAFED
ACCOUNT NUMBER	: 06121000100448
NAME OF BANK	: PUNJAB & SIND BANK

ADDRESS OF THE BANK  
IFSC CODE

: SIDHARTHA ENCLAVE, NEW DELHI  
: PSIB0000612

DD/ NEFT/ RTGS shall be in favor of National Agricultural Cooperative Marketing Federation of India Ltd., payable at New Delhi towards EOI document Fee (Non-Refundable).

- v) Annexure-I Annexure-II, Annexure-III, Annexure-IV, Annexure-V, Annexure-VI, Annexure VII (if applicable) AND Annexure-VIII duly filled in, signed and stamped.

## **7.2 Intimation to the Successful Applicants:**

- a) NAFED will intimate the successful Applicant(s) well before the validity of the EOI through email or phone.
- b) Successful Applicant will also need to sign a separate Service Level Agreement with NAFED within 5 (five) working days of selection.

## **8. GENERAL PROVISIONS AND APPLICABLE LAWS**

### **8.1 Applicable Law, Jurisdiction And Dispute Resolution**

- a) 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 courts at Delhi and High court of Delhi 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.
- b) 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.
- c) 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 Applicant(s) after EOI and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this EOI documents.

## **8.2 Force Majeure:**

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the EOI, party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be.

## **8.3 Holiday Listing:**

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's at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

## **8.4 Prevention of Fraud and Corruption:**

- a) 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-VIII) during their participation in the EOI process, during the process of EOI and in any other transaction with NAFED.
- b) 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.
- c) 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.
- d) 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 Act; 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.
- e) The Applicant(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

- f) 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.

#### **8.5 Interpretation of the Clauses in this 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 Applicant(s).

#### **8.6 General Conditions:**

- a) Violation in any terms & conditions of this Agreement is not allowed.
- b) 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.
- c) The current EOI shall be independent of any previous ongoing/completed contract that may have been entered into between NAFED and the Applicant(s).
- d) 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.
- e) NAFED reserves the right to cancel this EOI in totality without assigning any reason.
- f) NAFED reserves the right to increase or decrease the quantity of this EOI without assigning any reason.
- g) This EOI shall be governed and construed in accordance with the Indian Laws.

Application Letter (on letter head of the Applicant Agency)

To,  
Manager (FOF),  
NAFED, Head Office  
Siddhartha Enclave, Ashram Chowk  
Ring Road, New Delhi -14.

Dear Sir,

I/We, submit processing fee for selection/empanelment of Non-Profit Organization - Corporation/Company/Firm/LLP/Trust/Society etc as Implementing Agencies for being implementation partner of NAFED for the project related to skill development and CSR projects.

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 declare that the I/Corporation/Company/Firm/LLP/Trust/Society etc is duly authorized to sign and submit this application.

Yours Faithfully,

Authorized Signatory

Name :

Designation :

Mobile Number :

Email ID :

Date :

**Application Form**

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

Financials

(Rs. In Lakhs)

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

**Work Experience of the Applicant**

(If required Extra sheet may be taken for providing information)

- 1) Corporation/Company/Firm/LLP/Trust/Society etcIntroduction:
- 2) Corporation/Company/Firm/LLP/Trust/Society etcis Manufacturer/Trader/Distributor:-
- 3) Name of organizations worked with :-
- 4) Organization Structure
- 5) Current operational area (State(s) wise/district(s) wise).
- 6) Areas of work done and expertise -
- 7) Detail of any infrastructure available

**Format of certificate to be issued by Chartered Accountant**

To,  
Manager (FOF),  
NAFED, Head Office  
Siddhartha Enclave, Ashram Chowk  
Ring Road, New Delhi -14.

We hereby certified that M/s..... having registered office at..... is engaged in the work of..... and their turnover and net worth for the last three preceding financial years from the above business is as per details given below :-

S. No	Particulars	F.Y. 2018-19	F.Y. 2019-20	F.Y. 2020-21
		Value (Rs. in lakhs)	Value (Rs. in lakhs)	Value (Rs. in lakhs)
01	Total Turnover			
02	Skill Development (Turnover)			
03	Net Worth			

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority)  
Designation  
Membership No.  
Mobile No.:-

Place of Issue:



**Annexure-V**

**List of Directors (On the letterhead of the Applicant)**

Details of Director(s) / Partner(s)

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

**Undertaking from Applicant  
(to be submitted on the letter head)**

Date: -

To

The Managing Director,  
National Agricultural Cooperative Marketing Federation of India Ltd.  
NAFED House, Sidhartha Enclave, Ashram Chowk  
New Delhi-110014

Dear Sir,

This has reference to the EOI reference no. \_\_\_\_\_ dated .....published in the website of NAFED. In response to the said EOI, I/ we have submitted our EOI at your office.

In connection with the above EOIs, I / we hereby declare and undertake as under: -

- (i) That we are neither related to any member(s) of your Board of Directors, Members ,Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
- (ii) That we have read this EOI documents completely and all terms & conditions given in this EOI documents are acceptable to me/us.
- (iii) That we have not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- (iv) That we have not been involved in any major litigation that may have an impact of affecting or compromising participation in this EOI.
- (v) That in case of any violations to the above declarations at any stage of the EOI,NAFED reserves the sole right to cancel the candidature under this EOI.

For and on behalf of .....

(Authorized Signatory with Corporation/Company/Firm/LLP/Trust/Society etcseal/Stamp)

**INTEGRITY PACT**

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

And

.....a non-profit organization duly incorporated under the \_\_\_\_\_ act and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART.....,

**PREAMBLE**

- A.** The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or 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 bidders/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 Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Article: 2 – Commitments of the Bidders(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any.

Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**

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

**Article: 3 – Disqualification from tender process and exclusion from future contracts**

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

**Article: 4- Compensation for Damages**

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

**Article: 5 – Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

**Article: 6-Equal treatment of all Bidders / Contractors /Subcontractors**

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

**Article: 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or if an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Article: 8 - Independent External Monitor**

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

interest arising out at a later date, IEM shall inform the Managing Director, NAFED and recues himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, NAFED within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, NAFED, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, NAFED has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
9. The word "Monitor" would include both singular and plural.

#### **Article: 9 – Pact Duration**

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Managing Director, NAFED.

#### **Article: 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.

3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_

(For & on behalf of the Principal)

\_\_\_\_\_

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

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

Witness 1:  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness 2:  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_