


NCCF/HO/Buss/2021-22/

27/01/2022

RFP FOR ESTABLISHING MANUFACTURING UNIT OF FORTIFIED RICE

RFP is invited to establish manufacturing unit of fortified rice in various parts of the country. Interested parties / firms who is interested to establish manufacturing unit of fortified rice may apply. The detail terms and conditions is enclosed herewith. The last date for submission of RFP along with documents is 11/02/2022 upto 4.00pm. The firms who have already submitted the RFP, need not to submit again.

Conditional RFB will not be considered. NCCF reserves the right to accept or reject any offer without assigning any reason.


27/01/2022

(Y.P.Singh)

Branch Manager, Delhi

Encl: Detail terms and conditions.



NATIONAL COOPERATIVE CONSUMERS'
FEDERATION OF INDIA LTD.,

**3 Siri Institutional Area, NCUI Complex, August Kranti Marg,
Hauz Khas, New Delhi – 110016**

NCCF INVITES

PROPOSAL (RFP) FOR MANUFACTURING UNITS
OF FORFEITED RICE

Ref. No. NCCF/HO/Buss./2021-22/

Dated: 28th September, 2021

DISCLAIMER

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of National Cooperative Consumers’ Federation of India Ltd. (hereinafter referred as the “NCCF”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor invitation by the NCCF to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NCCF in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NCCF, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NCCF accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The NCCF, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
5. The NCCF also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The NCCF may in its absolute discretion, but without being

under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

6. The issue of this RFP does not imply that the NCCF is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the NCCF reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NCCF or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NCCF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION 1. INTRODUCTION

1.1 Background

- 1.1.1 National Co-operative Consumers' Federation of India Ltd. (NCCF) is an apex body of consumer cooperative societies in the Country, which was established in 1965. It is registered under the Multi State Cooperative Societies Act, 2002 and functioning under the administrative control of Ministry of Consumer Affairs, Govt. of India. It is having 25 Branches throughout the country and its HQ at New Delhi.
- 1.1.2 One of the objectives of NCCF is to provide supply to the State Agencies, Cooperatives and Other Institutions. NCCF is engaged in procurement and distribution of essential commodities which includes Pulses, Food grains, Oilseeds and Agri-Inputs etc. Govt. of India has also nominated NCCF as one of the agencies for procurement of pulses and oilseeds under Price Support Scheme. Besides above, some of the State Govt. like Uttarakhand, Himachal Pradesh, West Bengal and Tripura etc. has also appointed as implementing agency for distribution of pulses under various welfare schemes like ICDS, PDS,MDM etc.
- 1.1.3 Govt. of India has planned to distribute fortified rice & other item under PDS, MDM, ICDS Scheme throughout the country. Special focus would be placed on supply of fortified rice to 112 specially identified aspirational districts.
- 1.1.4 NCCF is planning to set up multiple FRK units across India on Build Own Operate (BOO) basis.
- 1.1.5 NCCF hereby requests bids from interested, qualified and eligible bidders (the "Bidder(s)") for the Development of Fortified Rice Kernel (FRK) Manufacturing Unit on Build, Own, Operate ("BOO") basis (the "Project").
- 1.1.6 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or its substitute or individual thereof or undertakes to incorporate as such prior to execution of the Agreement (the "party"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term Agreement (the "Agreement") to be entered into between the party and NCCF in the form provided by NCCF as part of the Bidding Documents pursuant hereto.
- 1.1.7 The scope of work will broadly include
 - i. Procure land, which is suitable for setting up FRK production unit, on registered ownership or under registered lease of not less than 10 years from Commencement Date, for the construction of FRK production unit.
 - ii. Procure finance for undertaking the design, engineering, procurement, construction, operation and maintenance of the FRK production unit as per the laid down Standards and Specification and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder. NCCF may assist the bidder in sourcing grant-in-aid or subsidy (if any) available under any Central/ State Government scheme to the party.

- iii. Provide design, engineering, procurement, construction, operation and maintenance, marketing, relevant assets, equipment, faculty, clearances/approvals, licenses, providing ancillary services and amenities related to the project conforming to Building Bye-Laws and Regulations and as per terms of the Agreement and Schedules hereof.
 - iv. Operation and Maintenance of the project for a pre-determined Period as per the terms and conditions specified in this RFP and the Agreement
 - v. Arrange, at its own cost and expense, raw material like broken rice, nutritional supplements, packaging material, other raw material & consumables required for production of FRK. NCCF may facilitate supply of broken rice from FCI.
 - vi. Arrange, at its own cost and expense, transportation of FRK produced to various institutional buyers sourced by NCCF as per the orders received by NCCF.
 - vii. Meeting the requirements and norms laid down by the competent authorities regarding development, completion, operation and maintenance of the FRK production unit, if any.
 - viii. Comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
 - ix. Discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
 - x. Make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
 - xi. Be solely liable for compliance of all requirements related to the Project as per the Standards and Specifications
 - xii. Comply, at its own cost, with all statutory requirements related to personnel contractors or sub-contractors at all times during the Period
 - xiii. Ensure and procure that its Contractors possess appropriate and adequate technical and financial capability and skills and comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligation under this Agreement
 - xiv. solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contributions under various enactments
 - xv. In addition, if party is allowed, as per the terms of the Agreement, to develop additional infrastructure for production of food additives, premixes, or undertake any other related activity in addition to the Mandatory Facilities on the balance portion of the Site as permissible under applicable laws and development control regulations.
- 1.1.8 NCCF shall be entitled to utilize the Project on priority as and when required and under this provision a capacity of upto100% of the project can be utilized by NCCF.

- 1.1.9 The estimated cost of the Mandatory Facilities (the “Estimated Project Cost”) has been projected as Rs. ___ Crores (Rupees _____ crores). The estimated project cost excludes cost of land as well as cost towards land development, land preparation and any other related cost required prior to commence project development at the site. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the project including implementation of the Project.
- 1.1.10 The Agreement sets forth the detailed terms and conditions for grant of permission to of the Party, including the scope of the party’s services and obligations.
- 1.1.11 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the scope of services and obligations of the party set forth in the Agreement or NCCF’s rights to amend, alter, change, supplement or clarify the scope of work, the approval to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by NCCF.
- 1.1.12 NCCF shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by NCCF pursuant to this RFP (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

1.2 Brief description of Bidding Process

- 1.2.1 NCCF has adopted QCBS (Quality-Cost Based Selection) process (referred to as the "Bidding Process") for selection of the Bidder for award to undertake the Project. Prior to the Bid, the Bidder shall pay to NCCF a sum of Rs 1,000/- (Rupees one thousand only) + applicable GST as the cost of the RFP. The Responsiveness, Eligibility and qualification of the Bidder will be first examined based on the details submitted in the Technical Bid with respect to eligibility, qualifications and responsiveness criteria prescribed in this RFP. The Financial Bid shall be opened of only those Bidders whose Technical Bids are determined responsive and meet eligibility and qualifications requirements as per this RFP.
- 1.2.2 Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the Bid Due Date.
- 1.2.3 RFP and any addenda issued subsequent to this RFP will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 1,00,000/- (Rupees One Lakhs Only) (the "Bid Security"), refundable not later than 180 (One hundred & eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid

Security shall be retained till it has provided a Performance Security. The Bidders shall provide performance Security to be tune of 2.5% of the project cost (reference clause 1.1.12) in the form of a bank guarantee acceptable to NCCF within 30 days of issue of LOA and the validity period of the bank guarantee shall not be less than 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between NCCF and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 During the Bid Stage, Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for undertaking of the Project.
- 1.2.6 Any queries or request for additional information concerning this RFP shall be submitted by e-mail at nccf@rediffmail.com with identification/ title: "Queries / Request for Additional Information: RFP for Development of Fortified Rice Kernel (FRK) Manufacturing Unit on Design, Build, Finance, Operate and Transfer ("DBFOT") basis.

SECTION 2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid per State for the Project.
- 2.1.2 Notwithstanding anything to the contrary contained in RFP Volume I, the detailed terms specified in the draft Agreement (RFP Volume II) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement
- 2.1.3 The Technical Bid shall be furnished in the format exactly as per Appendix-I.
- 2.1.4 The Bidder shall deposit a Bid Security of Rs. 1,00,000/- (Rupees One Lakh only) in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security only in the form of a Bank Guarantee acceptable to NCCF, as per format at Appendix-II. The Bidders shall also submit proof of online payment of Rs.1,050/- (Rupees One Thousand Fifty) including GST towards cost of RFP. Bank details of online transfer are as following:

Account Name- NCCF

Account no- 1132307139

Bank Name- Central Bank of India

Address of the bank- Nehru Place, New Delhi – 110019

IFSC Code- CBIN0281410

- 2.1.5 The validity period of the Bank Guarantee shall not be less than 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (Sixty) days and may be extended as may be mutually agreed between NCCF and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as specified under clause 3.8.5.1 (a) of this RFP and the Agreement.
- 2.1.6 The Bidder should submit a power of attorney as per the format at Appendix- III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The Bidding documents including this RFP and all attached documents, provided by NCCF are and shall remain or become the properties of NCCF and are transmitted to the Bidders solely for the purpose of preparation and submission

of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and NCCF will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.10 This RFP is not transferable.

2.1.11 Any award of work to undertake the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.12 In computing the eligibility of the Bidder, the eligibility of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation,

- a) the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person; or
- b) holding more than 50% (fifty per cent) of such person by virtue of an agreement;
- c) power to govern the policy decisions of such person under statute or an agreement; or
- d) to appoint or remove the majority of members of the board of directors; or
- e) to cast majority of votes at a meeting of the board of directors; and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply

- a) The Bidder may be any company registered in India under the Companies Act 1956/ 2013 or FPO or partnership firm or a Cooperative society or a start-up registered under DIPP or MSME registered under appropriate statutes/ rules or an individual.
- b) The bidder or any of its Directors/ Promoters should have experience of undertaking project(s) in development of processing unit of pulses and/or food grains and/ or oilseeds like pulses milling, rice milling, flour mill, oil mill, etc;
- c) The bidder should have a positive financial net worth as on 31st March 2021 and shall be required to provide financial disclosures regarding the source of funds for development of the applied project(s). The bidder shall be required to declare its credit ratings, credit lines with banks, cash flow details and other financial details as part of the financial disclosure. For start-ups registered under DIPP, the applicable exemptions shall be allowed.
- d) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise),

and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.2 Post ascertaining that the Technical Bids of the respective Bidders meet the Minimum Eligibility Criteria specified in Clause above, the Technical Bids of such Bidders shall be scored and evaluated as per the scoring criteria set forth herein below (“Scoring Criteria”) wherein only the Bidders who score at least 60 or more marks shall be eligible for further consideration and evaluation of their Bid in accordance with terms hereof. For the purposes of scoring, the Bidder shall furnish the following details as per the format in Appendices, along with the supporting documents prescribed therein:

2.2.3 Bidding parameter

a) The bidders shall submit only 1 bid for every

State. 2.2.4 Scoring criteria

Evaluation Parameters and assignable scores	Supporting documents / Proofs to be submitted as evidence of the claim	Score assigned	Max. Scores
Number of years of experience of the bidder in Agri processing (minimum 3 years required) for bidders other than start-ups 1 to 3 years 4 to 6 years 6 years & above For start-ups 0 to 1 year 1 to 2 years 2 years & above	Experience Certificates from Government / Quasi Government organizations or Certificate from statutory Auditor	5 Marks 10 Marks 15 Marks 5 Marks 10 Marks 15 Marks	15
Turnover from processing and/or sale of processed Agri commodities – wheat, rice, pulses, sugar, salt, edible oil, etc. in preceding financial year (2019-20 - minimum Rs. 05 Cr, for bidder other than start-ups) Rs. 05 – 20 Cr Rs. 20 – 100 Cr Rs. 100 Cr. & above For start-ups Rs. 1 – 5 Cr	Audited balance sheet and P&L account with certificate from auditor certifying turnover from processing and/or sale of processed Agri commodities	5 Marks 10 Marks 15 Marks 5 Marks 10 Marks	15

Rs. 5 – 10 Cr Rs. 10 Cr. & above		15 Marks	
Experience in supply of food items To State/ Central Government Institutions, in last 12 months, for distribution under welfare schemes like PDS, MDM, ICDS, etc. 0 – 5000 MT 5000 – 10000 MT 10000 MT & above		5 Marks 10 Marks 15 Marks	15
Financial capacity of the bidder, financial disclosure and source of finance for the proposed project	Based on evaluation by the financial committee of the financial plan & financial disclosure made by the Bidder	15 marks	15
Technical Presentation For the proposed plant, to be evaluated on following aspects: <ul style="list-style-type: none"> • Suitability of the proposed land for the purpose of setting up of the FRK unit • Understanding of the fortified food products market • Technical layout Of the proposed plant • Proposed technology, provision for ancillary/ value added products, Provision for expansion, etc. • Owner of Food Processing plants / Millers. 	Evaluation by technical committee to be formed by NCCF	5 Marks 5 marks 10 Marks 10 Marks 10 marks	40
Total			100

2.2.5 The Bidders shall enclose with its bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- a) Certificate(s) from its statutory auditors stating the payments made for development of processing unit of pulses and/or food grains and/ or oilseeds like pulses milling, rice milling, flour mill, oil mill, etc.
- b) Copy of work orders/ work completion certificates from any Central/ State Government Institutions stating quantity of food products and/or food items

supplied for distribution under welfare schemes related to MDM and/ or PDS and/or ICDS or any other scheme.

- c) Copy of work orders/ work completion certificates from Central/ State Government Institution or NCCF or any other Central/ State Marketing Cooperative Societies/ Federations stating quantity of food products and/or food items supplied in retail packing
- d) Certificate from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure, earmarked reserves and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- e) Certificate from its statutory auditors specifying the average annual turnover of the Bidder for last 3 (three) preceding financial years.

2.3 Proprietary data

All documents and other information supplied by NCCF or submitted by a Bidder to NCCF shall remain or become the property of NCCF. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. NCCF will not return any Bid, or any information provided along therewith.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. NCCF will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Verification and Disqualification

2.5.1 NCCF reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP, and the Bidder shall, when so required by NCCF, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NCCF shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NCCF there under.

2.5.2 NCCF reserves the right to reject any Bid and appropriate the Bid Security if:

- at any time, a material misrepresentation is made or uncovered, or

- The Bidder does not provide, within the time specified by NCCF, the Supplemental information sought by NCCF for evaluation of the Bid.
- 2.5.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

B. DOCUMENTS

2.6 Contents of the RFP

2.6.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued.

Volume I: Invitation to Bidders

Section 1. Introduction

Section 2. Instructions to Bidders Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Appendices

- i. Letter comprising the Technical Bid including Annexure I to V
- ii. Bank Guarantee for Bid Security
- iii. Power of Attorney for signing of Bid
- iv. Joint Bidding Agreement for Consortium
- v. Format for Letter of Award

Volume II: Draft Agreement Project Information Memorandum

2.6.2 Any addendum or corrigendum provided by NCCF as part of the Bidding Process shall be deemed to be part of this RFP.

2.7 Clarifications

2.7.1 Bidders requiring any clarification on the RFP may notify NCCF in writing or by e-mail. They should send in their queries before the date mentioned in the Schedule of Bidding Process. NCCF shall endeavour to respond to the queries within the period specified therein, but not later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. NCCF will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries. Clarifications issued by NCCF shall be valid only if issued by the General Manager (Institutional Supplies Division, NCCF) or any other officer authorized by him/her.

2.7.2 NCCF shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, NCCF reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8 shall be taken or read as compelling or requiring NCCF to respond to any question or to provide any clarification.

2.7.3 NCCF may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NCCF shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by NCCF or its employees or representatives shall not in any way or manner be binding on NCCF.

2.8 Amendment of RFP

2.8.1 At any time prior to the Bid Due Date, NCCF may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addenda.

2.8.2 Any Addendum issued hereunder will be in writing and shall be published on the website only.

2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NCCF may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.9 Format and Signing of Bid

2.9.1 The Bidder shall provide all the information sought under this RFP. NCCF will evaluate only those Bids that are received in the required formats and complete in all respects.

2.9.2 The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.10 Documents comprising Technical and Financial Bid

2.10.1 The Bidder shall submit the Technical Bid & Financial Bid in hard copies and comprising of the following documents along with supporting documents as appropriate:

Technical Bid

- a) Appendix-I (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents.
- b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- c) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- d) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years.

- e) Bid Security of Rs Rs. 1,00,000/- (Rupees One Lakh only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.
- f) Copy of Proof of payment of Rs. 1,050 (Rupees One Thousand Fifty only including GST) towards cost of RFP.
- g) An undertaking from the person having POA referred to in Sub. Clause-(b) above that they agree and abide by the RFP uploaded by NCCF and amendments uploaded, if any.
- h) Signed copy of the RFP (including Volume I and Volume II), Including any addendum, corrigendum or clarification thereto Financial Bid
- i) As per format provided at annexure.

2.10.2 The documents listed at clause 2.11.1 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Technical Bid for the Development of FRK manufacturing Plant on Design, Build, Finance, Operate and Transfer (DBFOT) basis" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope. The Technical Bid should not contain any information pertaining to the Financial Bid; otherwise the Bid is liable to be rejected as per Clause 3.2.1.

2.10.3 The envelope shall be addressed to the following officer and shall be submitted at the respective address:

ATTN. OF: Branch Manager, NCCF, Address of NCCF Branch of the respective state where bidder wants to establish the FRK plant. In case there is no Branch in that particular state, then Bid may please be submitted to the Branch under whose jurisdiction the concern State falls. List of Branch is attached at annexure VII

2.10.4 If the envelope is not sealed and marked as instructed above, NCCF assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.10.5 Bids submitted by fax, telex, or e-mail shall not be entertained and shall be summarily rejected.

2.11 Bid Due Date

2.11.1 Technical Bid shall be physically submitted at the address provided in Clause 2.11.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the employee of NCCF at inward section at the office of NCCF.

2.13 Opening of Bids.

2.13.1 Opening of Bids will be done AT NCCF Branch Office of respective state where bidder wants to establish the plant. List of Branch office is attached at annexure VII

2.14 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and NCCF.

2.15 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NCCF in relation to, or matters arising out of, or concerning the Bidding Process. NCCF will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. NCCF may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NCCF or as may be required by law or in connection with any legal process.

2.16 Clarifications from Bidders

2.16.1 To facilitate evaluation of Bids, NCCF may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided within the time specified by NCCF for this purpose. Any request for clarifications and all clarifications shall be in writing.

2.16.2 If the Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, NCCF may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of NCCF.

2.17 Correspondence with the Bidder

Save and except as provided in this RFP, NCCF shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.18 Bid Security

2.18.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of a bank guarantee issued by nationalized bank, or a Scheduled Bank in India, in favour of NCCF in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days and may be extended as may be mutually agreed between NCCF and the Bidder from time to time.

2.18.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by NCCF as non-responsive.

- 2.18.3 The Bid Security of unsuccessful Bidders will be returned by NCCF, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by NCCF, and in any case within 120 (one hundred twenty) days from the Bid Due Date.
- 2.18.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof within 30 days of issue of letter of interest / acceptance.
- 2.18.5 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that NCCF will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.18.6 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to NCCF under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:
- a. If a Bidder submits a Bid that is non-responsive
 - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and NCCF;
 - d. In the case of Selected Bidder, if it fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA;
 - ii. to sign the Agreement; or
 - iii. To furnish the Performance Security within the period prescribed therefore in the RFP and the LOA.
 - iv. The selected bidder commits any breach prior to furnishing of the performance security

SECTION 3. EVALUATION OF BIDS

3.1 Bidding parameter

- 3.1.1 The bidders will have to quote the following in the financial bid as per the Annexure – XX of this RFP.
- Proposed capacity of the plant to be set-up by the bidder in the State
 - Share of the total sales proceed received from the sale of FRP by NCCF to the Institutional Buyers, which shall be shared with NCCF after retaining the cost of the bidder to meet the obligations as per this RFP.

3.2 Evaluation of bids

- 3.2.1 Bids for which a notice of withdrawal has been submitted shall not be opened

- 3.2.2 NCCF would subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3 on "Criteria for Evaluation of Bids"
- 3.2.3 Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.2.4 Any information contained in the Bid shall not in any way be construed as binding on NCCF, its consultants, agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.2.5 NCCF reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.
- 3.2.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, NCCF may, in its sole discretion, exclude the relevant project from computation of the Technical Capacity of the Bidder.
- 3.2.7 In the event the Bidder claims credit for an Eligible Project, and such claim is determined by NCCF as incorrect or erroneous, NCCF shall reject such claim and exclude the same from computation of the Technical Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, NCCF reserves the right to reject the Bid in accordance with the provisions of RFP.
- 3.2.8 Only those Bidders who meet the eligibility criteria specified in this RFP above shall qualify for participation in the Bidding Process. Bids of firms who do not meet these criteria shall be rejected.
- 3.2.9 NCCF shall qualify and shortlist the Bidders who fulfill the stipulated Technical and Financial Capacity criteria as set out in this RFP, along with the other conditions of the RFP. NCCF will notify the other Bidders also who do not fulfill either or both of the Technical and Financial Capacity. NCCF will not entertain any query or clarification from Bidders who fail to qualify.
- 3.2.10 Performance Guarantee equivalent to @2.5% of cost of the project to be provided by way of Bank Guarantee against release of Bid Security within 30 days of issue of LOA else EMD shall be forfeited.

3.3 Rejection of Bids

- 3.3.1 Notwithstanding anything contained in this RFP, NCCF reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that NCCF rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.2 NCCF reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

3.4 Selection of the Bidder

- 3.4.1 NCCF would open the Bid as per the schedule specified in the RFP.

- 3.4.2 Financial bid of only the bidders who score minimum evaluation criteria mentioned in section above shall be opened.
- 3.4.3 NCCF will determine whether the Financial Bid is complete, unqualified and unconditional. The revenue sharing and the proposed capacity indicated in the Financial Bid shall be deemed as final and reflecting the revenue share. The Highest revenue share Bid (FM) will be given a financial score (SF) of 100 points. The financial scores of other Bids will be computed as follows:
$$SF = 100 \times F/FM$$
 (F = amount of Financial Bid)
- 3.4.4 Bids will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
$$S = ST \times Tw + SF \times Fw$$

Where, Tw, Fw are weights assigned to Technical Bids, Financial Bids, which shall be 0.4 & 0.6 respectively
- 3.4.5 Subject to the provisions of this RFP, the Qualified Bidder who scores the highest marks pursuant to their combined technical and financial scores shall ordinarily be declared as the selected Bidder (the "Selected Bidder").
- 3.4.6 In the event that, upon evaluation, it is determined that 2 (two) or more Qualified Bidders have scored the same marks (the "Tie Bidders") the Bidder with higher revenue share to NCCF shall be adjudged the winner.
- 3.4.7 Bidder whose Bid is adjudged as responsive and who quotes the highest "Revenue Share" payable to NCCF payable annually for the granted shall be ranked as H1 Bidder and all other Bidders shall be placed below and ranked accordingly as H2 or H3 Bidder depending upon their quoted Revenue share. Subject to the provisions of this Agreement the H1 Bidder shall be declared as the Selected Bidder.
- 3.4.8 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), NCCF may invite the H2 Bidder to match the Bid of the aforesaid Highest Bidder (the "second round of bidding").
- 3.4.9 NCCF, at its sole discretion, may consider more than 1 bidder for a particular state. In such an event, the bidders may be asked to match the highest revenue share received by NCCF from other bidders in the State.

3.5 Award of contract

- 3.5.1 After selection, a Letter of Award (the "LoA") shall be issued by NCCF to the Selected Bidder and the Selected Bidder shall, within 15 (Fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, NCCF may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.5.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

SECTION 4. MISCELLANEOUS

4.1 Dispute Resolution

- 4.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably.
- 4.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

4.2 Arbitration

- 4.2.1 In the event of any question, dispute or difference arising between the parties in relation to this agreement or in connection therewith the same shall be referred to the sole arbitrator to be appointed in terms of Arbitration and Conciliation Act, 1996 (with up to date amendments). The award of the Arbitrator will be final and binding upon both the parties. The Arbitrator proceedings will be governed under the Arbitration and Conciliation Act, 1996 and the venue of the Arbitrator will be at New Delhi.

4.3 FRAUD & CORRUPT PRACTICES

- 4.3.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NCCF shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.3.2 Without prejudice to the rights of NCCF under Clause 4.1 hereinabove, if a Bidder is found by NCCF to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by NCCF during a period of 2 (two) years from the date such Bidder is found by NCCF to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3.3 For the purposes of this Section 4 Fraud & Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:
 - 4.3.3.1 “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NCCF who is or has been associated in

any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NCCF, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

(ii) save and except as permitted under Clause 2.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of NCCF in relation to any matter concerning the Project;

4.3.3.2 “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

4.3.3.3 “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

4.3.3.4 “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NCCF with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

4.3.3.5 “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.4 Holiday Listing

4.4.1 Notwithstanding anything contained in this EOI documents, NCCF’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, NCCF’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.

APPENDIX I: LETTER COMPRISING THE BID

(On the Letter head of the Bidder)

Date:

Place:

To

The Branch Manager,
NCCF,
.....

Sub: Development of Fortified Rice Kernel (FRK) Manufacturing Unit on Build, Own, Operate (BOO) basis

Dear Sir,

1. With reference to your RFP document dated, I, having examined the RFP document and understood its contents, hereby submit my Bid for the aforesaid Project. The Bid is unconditional in all respects.
2. I acknowledge that NCCF will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid project, and we certify that all information provided in the Bid and in Annexure I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the Development, Operation and Maintenance of the aforesaid Project.
4. I shall make available to NCCF any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I acknowledge the right of NCCF to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I certify that I have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract nor have had any contract terminated for breach on our part.
7. I declare that:
 - a. I have examined and have no reservations to the RFP document, including any Addendum issued by NCCF.
 - b. I do not have any conflict of interest in accordance with Clauses 2.2(iii) of the RFP;
 - c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section on Fraud & Corrupt Practices of the RFP document, in

respect of any tender or request for proposal issued by or any agreement entered into with NCCF or any other public sector enterprise or any government, Central or State;

- d. I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section on Fraud & Corrupt Practices of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - e. I hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice;
 - f. I further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid; and
 - g. I/ We, are not barred by NCCF, or any state government or any of their agencies from participating in similar projects.
8. I/We understand that you may cancel the Bidding Process at anytime and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
 9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Financial Turnover and Net Worth criteria and meet(s) the requirements as specified in the RFP document.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/any other Consortium applying for the Bid
 11. I/We certify that in regard to matter so the then security and integrity of the country, we/any member of the Consortium or any of our/ their Associates have not been convicted by a Court of Lawyer indicted or adverse orders passed by a regulatory NCCF which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We further certify that no investigation by a regulatory NCCF is pending either against us / any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/Managers/Employees.
 14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VI thereof.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate NCCF of the same immediately.

16. I/ We hereby submit the Statement of Legal Capacity as per format provided at Annexure IV: Statement of Legal Capacity with this Letter Comprising the Bid.
17. I/We hereby submit the Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II: Format for Power of Attorney for signing of Bid and Appendix III: Format for Power of Attorney for Lead Member of Consortium respectively of the RFP, is also enclosed.
18. I/ We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NCCF in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/We certify that in terms of the RFP, my/our Financial Turnover is Bs..... (Rs. in words) and Net worth is INR..... (INR. in words) and meet the Eligibility Criteria as mentioned in Clause 2.2.1(A) of this RFP document.
21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Agreement till occurrence of Financial Close in accordance with the Agreement.

In witness thereof, I submit this Bid under and in accordance with the terms of the RFP.

Witness Name, Signature & Address:

Yours faithfully,

Date:	Signature, Name and Designation of the Authorized Signatory
Place:	Name and Seal of the Bidder

Annexure I: Details of Bidder

1.

Name:
Country of incorporation/registration:
Address of the Corporate Headquarters
And it's Branch Office(s), if any, in India:
Date of Incorporation and/ or
Commencement of Business:

2. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of Individual(s) who will serve as the Point of Contact/Communication for NCCF:

Name:
Designation:
Entity:
Address:
Telephone Number:
E-Mail Address:
Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

Name:
Designation:
Address:
Phone Number:
Fax Number:

Date:	Signature, Name and Designation of the Signatory	Authorized
Place:	Name and Seal of the Bidder/Lead Member	

Annexure II: Technical Capacity of Bidder (To be certified by Statutory Auditor)Format for
DEVELOPMENT EXPERIENCE

Project Name	Project Location	Project Cost INR	Date of Completion of Project	Proof of Project Cost and the Completion enclosed (Yes/No)

Note:

Provide details of only those projects that have been undertaken by the Bidder under its own name and/or by an Associate.

In case credits claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associates shall be provided.

The date of commencement and completion of the project and Investment made on the Project needs to be certified by the Statutory Auditor of the Bidder.

This is to certify that _____ (Name of the Bidder) has promoted/developed _____ (Title and nature of the Projects) with a total investment of INR. _____ Crores.

We further certify that the Project was commissioned on _____ (Date) and completed on _____ (Date) and _____ (Name of the Bidder) held _____ % of the equity capital in the Project as on the date of commissioning.

Signature of the Statutory Auditors (With seal and registration no)

Signature _____

Name _____

Designation _____

Entity _____

Date _____

Annexure III: Financial Capacity of Bidder

FORMAT FOR FINANCIAL DATA (To be certified by Statutory Auditor)

1. Turn over related data

All figures in INR Cr.

Description	Past Three Financial years (Audited accounts)		
	Year __	Year __	Year __
Operating Revenue			
(add) Other Revenue			
<i>Total Turnover</i>			

2. Net Worth related data for the preceding financial year

All figures in INR Cr

Description	Amount (in INR Cr.)
Subscribed Share Capital	
(add) Paid up Share Capital	
(add) Free Reserves	
(Subtract) (Revaluation reserves + Miscellaneous Expenditure+ Expenditure not written off + accrued liabilities)	
<i>Net-worth</i>	

*Details of the items included in the non-cash expenses have to be provided.

Note:

1. Audited Balance Sheets, Financial Statements and Annual Reports (where the Bidder is a Company) and Profit & Loss statements of the Bidder (of each Member in case of a Consortium and/ or of an Associate if relying on the financial credentials of an Associate for the purpose of qualification) at the closing of the preceding Financial Year, before the Bid Due Date shall be closed. The financial statements shall:

- a. Reflect the financial situation of the Bidder or Consortium Members and its/their Associates where the Applicant is relying on its Associate's financials;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth;
3. For the purposes of this RFP the term Net Worth means following:
- a. "Net Worth" for company shall mean the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 - b. Net Worth for Partnership Firm would mean: [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]
 - c. Net Worth for Sole Proprietorship would mean: Total Assets- Total Liabilities

Signature.....

Name:.....

Designation:.....

Name of Bidder:.....

Stamp/seal:.....

Date:.....

Annexure IV: Statement of Legal Capacity

(On the letter head of the Bidder/Lead Member of Consortium)

Ref. Date:

To

The Branch Manager,
NCCF,

.....

Ref.: RFP for

Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

**Format -
APPENDIX II: Bank Guarantee for Bid Security**

B.G. No. Dated:

In consideration of **NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD** (hereinafter referred to as the "NCCF" which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to enter into agreement with M/s

(a company registered under the Companies Act, 1956 partnership firm / proprietorship firm) and having its registered/ head office at _____ (hereinafter referred to as the "(AS REFERRED IN THE AGREEMENT)" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), appointing M/s. -----("AS REFERRED IN THE AGREEMENT"), as

We (_____) **to be filled by bank** having our registered office at _____ **to be filled by bank** and one of its branches at _____ **to be filled by bank** (hereinafter referred to as the "Bank"), at the request of the **"(AS REFERRED IN THE AGREEMENT)"**, do hereby in terms of Clause () of the agreement, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the agreement with the said **"(AS REFERRED IN THE AGREEMENT)"** and unconditionally and irrevocably undertake to pay forthwith to the NCCF an amount of **Rs. In figures (Rupees only)** (hereinafter referred to as the _____

"Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the **"(AS REFERRED IN THE AGREEMENT)"** if the **"(AS REFERRED IN THE AGREEMENT)"** shall fail to fulfill or comply with all or any of the terms and conditions contained in the said agreement.

1. Any such written demand made by the NCCF stating that the **"(AS REFERRED IN THE AGREEMENT)"** is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the agreement shall be final, conclusive and binding on the Bank.

2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Miller or any other person and irrespective of whether the claim of the NCCF is disputed by the **"(AS REFERRED IN THE AGREEMENT)"** or not, merely on the first demand from the NCCF stating that the amount claimed is due to the NCCF by reason of failure of the **"(AS REFERRED IN THE AGREEMENT)"** to fulfill and comply with the terms and conditions contained in the agreement including failure of the said **"(AS REFERRED IN THE AGREEMENT)"** as set forth in the said agreement for any reason whatsoever.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. In figures (Rupees only).

3. This Guarantee shall be irrevocable and remain in full force for a period of **180 days** from the date of expiry of the agreement inclusive of a claim period of **90 of days** or for such extended period as may be mutually agreed between the NCCF and the **"(AS REFERRED IN THE AGREEMENT)"**, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

4. We, the Bank, further agree that the NCCF shall be the sole judge to decide as to whether the **"(AS REFERRED IN THE AGREEMENT)"** is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the agreement and the decision of the NCCF that the **"(AS REFERRED IN THE AGREEMENT)"** is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the NCCF and the **"(AS REFERRED IN THE AGREEMENT)"** or any dispute pending before any Court, Tribunal, Arbitrator or any other NCCF.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the **"(AS REFERRED IN THE AGREEMENT)"** or the Bank or any absorption, merger or amalgamation of the **"(AS REFERRED IN THE AGREEMENT)"** or the Bank with any other person.

6. In order to give full effect to this Guarantee, the NCCF shall be entitled to treat the Bank as the principal debtor. The NCCF shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said agreement and compliance with all or any of the terms and conditions contained in the said agreement by the said **"(AS REFERRED IN THE AGREEMENT)"** or to postpone for any time and from time to time any of the powers exercisable by it against the said **"(AS REFERRED IN THE AGREEMENT)"** and either to enforce or forbear from enforcing any of the terms and conditions contained in the said agreement or the securities available to the NCCF, and the Bank shall not be released from its liability under these presents by any exercise by the NCCF of the liberty with reference to the matters aforesaid or by reason of time being given to the said **"(AS REFERRED IN THE AGREEMENT)"** or any other forbearance, act or omission on the part of the NCCF or any indulgence by the NCCF to the said **"(AS REFERRED IN THE AGREEMENT)"** or by any change in the constitution of the NCCF or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the NCCF to proceed against the said **“(AS REFERRED IN THE AGREEMENT)”** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the NCCF may have obtained from the said **“(AS REFERRED IN THE AGREEMENT)”** or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NCCF in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to **Rs. _____ in figures (Rupees only)** The Bank shall be liable to pay the said amount or any part thereof only if the NCCF serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before _____(indicate date falling 180 days after the Bid Due Date)].

13. Notwithstanding anything contained hereinabove, the liability of the Bank under this guarantee is restricted to a sum of **Rs. _____ In figures (Rupees only)** and it shall remain in force up to and including _____. Unless a demand to enforce a claim under this guarantee is made against the Bank within the above date of expiry i.e. up to _____ all the rights of the NCCF under the said guarantee shall be forfeited and the Bank shall be released and discharged from all the liabilities thereafter.

14. This Bank Guarantee shall be governed by the laws of India.

15. **Notwithstanding anything contained herein :**

i. Our liability under this Bank Guarantee shall not exceed **Rs. _____ in figures (Rupees only)**

ii. This Bank Guarantee shall be valid up to _____ and

iii. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

Dated this _____ at _____.

Signed and Delivered by (To be filled by bank)..... Bank

By the hand of Mr./Ms (To be filled by bank)....., it's (To be filled by bank)..... And authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

APPENDIX III: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID (On a Non-Judicial Stamp Paper of appropriate value)

POWEROFATTORNEY

Know all men by these presents, we _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and _____ authorize Mr./ Ms. (Name), _____ son/daughter/wife

_____ And presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (herein after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid to NCCF for the _____ (the "Project") proposed or being developed by the (the _____ "NCCF") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to NCCF, representing us in all matters before NCCF, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NCCF in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering in to of the Agreement with NCCF.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**

(Signature, name, designation And _____ For _____ address) Witnesses: (Signature)
1.
[Notarized]2.
Accepted

(Signature)
(Name, Title and Address of the Attorney)

Note:

To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.

APPENDIX IV: SELF UNDERTAKING

(On Letter Head of the Bidder/All the members in Case of a Consortium)

Ref. Date:

To

The Branch Manager,
NCCF,
.....

Sub: Development of Fortified Rice Kernel (FRK) Manufacturing Unit on Build, Own, Operate (BOO) basis

Dear Sir / Madam,
Dear Sir/Madam,

I _____ hereby state that have not been debarred/blacklisted/terminated by any Central Government/ State Government/ Statutory Body / NCCF.

Yours faithfully

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX V (A): FINANCIAL PROPOSAL

Covering Letter

Date:

Place:

To

The Branch Manager,
NCCF,

.....

Sub: Development of Fortified Rice Kernel (FRK) Manufacturing Unit on Build, Own, Operate basis in the State of _____

Dear Sir/Madam,

I, (Applicant's name) herewith enclose the Financial Proposal for selection of our firm as an Agency for above.

I agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory with Seal)

APPENDIX V (B): FINANCIAL PROPOSAL

Name of the bidder : _____
State applied for : _____
Name of the district for the proposed FRK plant : _____
Address of the proposed facility : _____
Proposed capacity in MT per annum : _____

S. No.	Project/ Name	% of the revenue earned from sale of FRK to be shared with NCCF (% in figures)	total% of the total revenue earned from sale of FRK to be shared with NCCF (% in words)
1.	Development of Fortified Rice Kernel (FRK) Manufacturing Unit on Build, own operate basis in the State of _____	_____ %	

Authorized Signature with Seal of the Firm.

Name:

Designation

Name of firm: ...

Address.....

Note:

1. GST shall be paid separately as per prevailing rate and the same is not required to be indicated in Financial Proposal
2. All payment shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
3. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily

ANNEXURE VII: ADDRESSES OF BRANCHES

NAME OF BRANCH MANAGER & ADDRESS OF THE BRANCH

North Zone

Sr. No.	Location	Branch Manager	Address	Contact Details
1	Chandigarh	Sh.Rajesh Kumar Singh	SCO - 1020-21, 1st Floor, Sector 22-B, Chandigarh	Tel: 0172-2704276, 2704519 Fax: 0172-2704519 Email: nccfchd@gmail.com Mobile-9899565357
2	Delhi	Sh Y.P.Singh	NCUI Complex,3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi- 110 016	Tel: 011-41009079 Fax: Email: nccfdli@rediffmail.com Mobile-9810359472
3	Dehradun	Miss Saumya Bisht	24 - Ram Vihar, Ballupur, Dehradun (UK) 248001	Tel: 0135-5750079 Fax: 0135-5750079 Email: nccfddn@rediffmail.com Mobile-9837883169
4	Jaipur	Sh. Rakesh Bhuria	3rd Floor Western Wing, Nehru Sahakar Bhawan, Bhawani Singh Marg Jaipur – 302001	Tel: 0141-2740164 Fax: 0141-2740164 Email: nccf.jaipur141@rediffmail.com Mobile-9717103343
5	Jammu	Sh. Mani Ram	37 A Extn., Gandhi Nagar, Jammu – 180004	Tel: 0191-2450488, 2450383 Fax: 0191-2450488 Email: nccf_jmubr@rediffmail.com Mobile-9416701662
6	Kanpur	Sh. Anurag Sharma	Flat No. 10 - 13 Naveen Market, Kanpur - 208001 (UP)	Tel: 0512-2331535 Fax: Email: nccfknp@gmail.com Mobile-08756624813
7	Lucknow	Sh. Ajay Kumar Singh	D-79, Vigyanpuri, Mahanagar Extension, Lucknow - 226006 (UP)	Tel: 0522-4072415, 2333192 Fax: 0522-4072415 Email: nccflko@gmail.com Mobile-09893270235
8	Noida	Smt. Madhu Sharma	B - 4, Sector IV, Gautambudh Nagar, Noida, 201301	Tel: 0120-2529769 Fax: 0120-2529769 Email: nccfnoidabr@rediffmail.com Mobile-9810288836, 8595140107

9	Shimla	Sh. Mohinder Kumar Kashyap	Singh Villa local bus Stand, Sanjauli, Near, Bank of Baroda Shimla – 171006	Tel: 0177-2640377 Fax: 0177-2640377 Email: nccfshimla6@gmail.com Mobile-9418072442
10	Srinagar	Sh. M.P Pant	37/38, Gogi Bagh, Srinagar - 190008, (J&K)	Tel: 0194-2310980 Fax: 0194-2310980 Email: nccfsrgr@gmail.com Mobile-9469097740
11	Bhiwani	Sh Y.P.Singh	Plot No. 75, Sector 21, Bhiwani Indl. Complex, Bhiwani, Haryana- 125021	Tel: 01664-242092 Fax: 01664-242092 Email: nccfdli@rediffmail.com Mobile-9755996526/ 9810359472

East Zone

Sr. No.	Location	Branch Manager	Address	Contact Details
1	Bhubaneswar	Shri Bipin Bihari	Plot No. M-43, Samanta Vihar, Nalco Square, Po-Mancheswar Rly. Colony Bhubaneswar – 751017	Tel: 0674-2302256 Fax: Email: nccfbbsr@gmail.com Mobile-08486030787
2	Guwahati	Smt. H. Pratima	Shubhamalaya, Building, 42 Jaswant Road, 1st floor, Near Paani Tanki, Pan Bazar, Guwahati 781001	Tel: 0361-2519693, 2607371 Fax: Email: nccfght1965@gmail.com Mobile-09871412209
3	Kolkata	Sh. B.B. Singh	27, Mirzagalib Street, Kolkata - 700016 (WB)	Tel: 033-22526472, 22522841, 22521839 Fax: Email: nccfkolkata@gmail.com Mobile-9883176918
4	Patna	Sh. Farrukh Zamil Kidwai	27, Vidya Bhawan (2nd Floor), Basant Vihar Colony, Boring Road, Patna - 800001 (Bihar)	Tel: 0612-2570966 Fax: Email: nccf.patna@yahoo.com Mobile-9935040123

5	Ranchi	Sh. Shakti Singh	Adarsh Nagar, Kanke Road, Ranchi - 834008 (Jharkhand)	Tel: 0651-2231443 Fax: Email: nccfindia.ran@gmail.com Mobile-8279595115
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West Zone

Sr. No.	Location	Branch Manager	Address	Contact Details
1	Ahmedabad	Sh. Permanand	3rd Floor, Hasubhai Chamber, Near Town hall, Elish bridge, Ahmedabad - 380006, Gujarat	Tel: 079-26575494, 26576703 Fax: 079-26575494 Email: nccfahd@yahoo.co.in Mobile-09825656645, 08320478726
2	Bhopal	Smt. Aparna Singh	42-A, 1st floor, Viyas Complex, M.P. Nagar, Zone - 2, Bhopal - 462011(MP)	Tel: 0755-4094230 Fax: 0755-4094230 Email: nccfbhopal@gmail.com Mobile-9717531997
3	Mumbai	Sh. M. Parikshith	65,67,68, Sita Ram Mills Compound, N.M. Joshi Marg, Delisle Road, Chinchpokli, Mumbai – 400011	Tel: 022-23087638, 23085007 Fax: 022-23087638 Email: mumbainccf@gmail.com Mobile-8142483405
5	Pune	Sh. Rajesh Kumar	201, Poonam Plaza, 694/2b, Market Yard Road, Pune – 411037	Tel: 020-24275787, 24275776 Fax: 020-24275776 Email: nccfpune@gmail.com Mobile-09650461024
6	Raipur	Sh. Rahul Kumar	13-A, Ravi Nagar, Shukla Colony, Raipur - 492001 (C.G.)	Tel: 0771-2426954 Fax: 0771-2426954 Email: nccfraipur@gmail.com Mobile-09835099995

South Zone

Sr. No	Location	Branch Manager	Address	Contact Details
1	Bangalore	Sh. Ravi Chandra	No.19, Rathan Mansion, 8th Main, 3rd Cross, Vasanthanagar, Bangalore – 560052	Tel: 080-22254310, 22263720 Fax: 080-22254310 Email: nccfblr123@rediffmail.com

2	Chennai	Sh. Bejoy T John	Rashid Mansion, 4th Floor, No.408(Old No. 622), Anna Salai Chennai – 600006	Tel: 044-28292610, 28292348 Fax: Email: nccfchennai@gmail.com Mobile-8943000003
3	Hyderabad	Sh. Ravi Chandra	4-1-1240/1 King Koti Road Hyderabad – 500001	Tel: 040-24752019 Fax: Email: nccf.hyderabad@rediffmail.com
4	Vishakhapatnam	Sh. Sriharsha	30 - 11 - 11, Sri Nil yam, 2nd Floor,Opp. Income Tax Building, Lakshmi Street, Dab gardens, Vishakhapatnam	Tel: 0891-2513479, 2761108 Fax: 0891-2513479 Email: nccfindialtd141 Mobile-07032683199

Annexure VIII: INTEGRITY PACT

National Cooperative Consumers' Federation of India Ltd. (NCCF), an apex level body of Cooperative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Act, 2002 (as amended up to date), having its Head Office at NCCF, NCUI Complex, August Kranti Marg, Hauz Khas, New Delhi – 110016 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 company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vides 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/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

- 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.
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.

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 cartelization 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.**

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, NCCF.
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, NCCF 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, NCCF 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, NCCF, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, NCCF 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.
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, NCCF.
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.

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

Agreement
For
Production and marketing of Fortified Rice Kernel
Between
National Cooperative Consumers' Federation of India Ltd.
And

(NAME OF THE PARTY)

This Agreement is executed at on this _____ day of 20____ (the effective date), by and between:

National Cooperative Consumers' Federation of India Ltd., (hereinafter know as NCCF) an apex federation of Consumer Cooperative in the country, registered under the provisions of Multi State Cooperative Societies Act 2002 (as amended up to date), having its Head Office at NCCF, NCUI Complex, 3 Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016 (hereinafter referred to as the "NCCF" or the first party) as the context may require or admit through its authorized officer Sh._____.

AND

M/s _____, having its office at _____ a company incorporated under the Companies Act, 1956/ partnership firm / proprietorship firm/ cooperative society and having its registered office at _____(hereinafter referred to as "second party" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) through its authorized Officer Sh. _____

The reference and expression of the parties 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.

NCCF and _____ are individually referred as first or second party respectively and collectively as "Parties"

Clause I – Recital/Background:

1. Whereas NCCF is an autonomous apex body of consumer cooperatives under Department of Consumer Affairs, GOI organization setup with the objective to promote co-operative marketing of Agricultural Produce to benefit the farmers. The objectives of NCCF is to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, distribution of agricultural machinery, implements and other inputs, undertake inter-state, import and export trade, wholesale or retail as the case may be and to act and assist for technical advice in agricultural, production for the promotion and the working of its members, partners, associates and cooperative marketing, processing and supply societies in India.
2. Whereas, to initiate the process of taking the country towards nutritional security, The Department of Food and Public Distribution, Govt of India, has been running a centrally sponsored pilot scheme on fortification of rice and its distribution through Public Distribution System. Fifteen State Governments have identified their respective districts (1 district per State) for implementing the Pilot Scheme. Already five States i.e. Andhra Pradesh, Gujarat, Maharashtra, Tamil Nadu and Chhattisgarh have started the distribution of fortified rice in their respective identified Districts.
3. Whereas NCCF has invited proposals by way of an RFP dated _____ from interested parties for the setting up of units for the production of fortified rice kernels in different States. The contents of RFP invited by first party may please be read as part of this Agreement.
4. Whereas _____ amongst others, submitted its proposal against the aforesaid RFP having been engaged in the field of fortification of food and interested to set up plant in the State of _____ for the production of _____ MTs and setting up of high tech rice processing mills with facility to

manufacture FRK to be subsequently marketed in the brand name of NCCF.

5. Whereas the above second party has been found to be eligible as per the criteria fixed by the first party and identified and shortlisted by NCCF as one of the parties for setting up the plant for production of MTs in the State of _____ on Build, Own and Operate(BOO) basis.
6. Whereas, in order to formalize the points of mutual understanding, the parties now desire to record the terms and conditions to govern their understandings as reached in this Agreement

CLAUSE II-SCOPE OF WORK/Obligations

(A) The scope of work/obligations for second party will broadly include

- i. The second party shall procure land, which is suitable for setting up FRK production unit, on registered ownership or under registered lease of not less than 13 years from Commencement Date, for the construction of FRK production unit.
- ii. The second party shall procure finance for undertaking the design, engineering, procurement, construction, operation and maintenance of the FRK production unit as per the laid down Standards and Specification and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder. NCCF may assist the second party in sourcing grant-in-aid or subsidy (if any) available under any Central/ State Government scheme to the second party.
- iii. The second party shall provide for design, engineering, procurement, construction, operation and maintenance, marketing, providing relevant assets, equipment, faculty, clearances/approvals, licenses, providing ancillary services and amenities related to the project conforming to Building Bye-Laws and Regulations and as per terms of the Concession Agreement and Schedules hereof.
- iv. The second party shall take care of the operation and maintenance of the project as per the terms and conditions specified in the RFP and this Agreement
- v. The second party shall arrange, at its own cost and expense, raw material like broken rice, nutritional supplements, packaging material, other raw material & consumables required for production of FRK. NCCF may however facilitate supply of broken rice from FCI, if needed.
- vi. The second party shall arrange, at its own cost and expense, transportation of FRK produced to various institutional buyers as per the orders received by NCCF.
- vii. The second party shall ensure meeting the requirements and norms laid down by the competent authorities regarding development, completion, operation and maintenance of the FRK production unit, if any.
- viii. The second party shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- ix. The second party shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

x. The second party shall make or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

xi. The second party shall be solely liable for compliance of all requirements related to the Project as per the Standards and Specifications;

xii. The second party shall comply, at its own cost, with all statutory requirements related to personnel contractors or sub-contractors at all times.

xiii. The second party shall ensure and procure that its Contractors possess appropriate and adequate technical and financial capability and skills and comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligation under this Agreement.

xiv. The second party shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contributions under various enactments

xv. In addition, the second party is allowed, as per the terms of this Agreement, to develop additional infrastructure for production of food additives, premixes, or undertake any other related activity in addition to the Mandatory Facilities on the balance portion of the Site as permissible under applicable laws and development control regulations.

xvi. The second party shall complete all formalities as required in RFP uploaded on NCCF's website within 15 days of signing of this Agreement.

(B) Scope of work / obligations for party no. 1 (NCCF)

i. NCCF shall be entitled to utilize the Project on priority as and when required and under this provision a capacity of _____ MTs of the project shall be utilized by NCCF for which NCCF shall make all out efforts and pursue with the State/Central Governments for obtaining supply commitments under different schemes. The second party understands it clearly that the setting up of the plant and then marketing of the products are also affected by the government policies from time to time and therefore, NCCF cannot be held liable for any loss suffered by the second party due to investment having been made by it in setting up of the plant. It is clarified that NCCF does not guarantee capacity utilisation, and In case capacity utilisation, as tentatively indicated in the RFP is not met by NCCF for any reason, the second party would be at liberty to utilise and sell the same at their discretion by obtaining an NOC from NCCF and NCCF shall not be liable for any losses in lieu thereof.

ii) NCCF shall have the exclusive rights in selling the products and in case the second party makes any direct supply to any State Government under any scheme, the second party shall pay overriding service charges to NCCF as would have been earned in usual business activities. If NCCF is required to submit its proposals/offers/tenders to any State/UT Government or authority/agency, NCCF would do so in consultation with the second party as per the rates and service charges and other terms and conditions to be decided mutually.

- iii). The estimated cost of the Mandatory Facilities (the “Estimated Project Cost”) has been projected as Rs. Crores (Rupees crores). The estimated project cost excludes cost of land as well as cost towards land development, land preparation and any other related cost required prior to commence project development at the site.
- iv). The second party shall complete the project and commence production of fortified rice kernels on or before and ensure that the products meet the highest quality standards and at no point of time, the quality is compromised. All responsibility arising out of quality shall remain on the second party.
- v). NCCF shall allocate State(s) to the supplier and shall give priority to the supplier for sourcing FRK fulfill requirement of the allocated State(s) through FCI/ State Government/ Government Institutions.
- vi). NCCF shall make all efforts for sourcing orders for supply of FRK to FCI as well as various State Governments/ Institutions for distribution under PDS or any other State welfare schemes.
- vii). NCCF, in consultation and with mutual consent of the second party, shall negotiate for the rates of supply of FRK with FCI/ State Governments/ Government Institutions with an objective to offer most competitive prices to secure order as well as ensure healthy operating margin to the supplier.
- viii). NCCF shall collect the payments from the FCI/ State Government/ Government Institutions against the supplies of FRK and remit the same to the second party after retaining its share of revenue as per the clause III of this Agreement. Payment shall be released to the party after receiving payment from respective authorities. NCCF shall not be liable for any interest whatsoever on outstanding delayed payment from concerned authorities and payment shall be remitted as and when received by NCCF.
- ix). NCCF may assist the supplier in sourcing grant-in-aid or subsidy (if any) available under any Central/ State Government scheme to the party. NCCF, however, does not guarantee for any subsidy.
- x) NCCF shall carry periodic visits to the FRK production facility for inspection as well as for quality check of the FRK.

Clause III - Revenue sharing

Based on the financial bid submitted by the second party and the final bid mutually agreed between the parties, NCCF shall be entitled to retain _____% of the total value of the FRK sold by the second party through NCCF under this Agreement as trade margin.

Clause IV – Confidentiality

The Parties shall conduct discussions and negotiations in good faith while exploring the production and marketing of FRK. In this endeavour, the Parties shall provide to each other information including data, designs, know-how material and other information (“Confidential Information”) as may be necessary to examine various issues for which the Parties undertake to keep such information & data confidential. Neither Party shall communicate to any third party the Confidential Information or document (s) that undertaken following this unless it has obtained the prior written consent of the Party providing such information or document or if required by any applicable law or regulation, order of a court, governmental, inter-governmental agency or any judicial or regulatory body of competent jurisdiction.

CLAUSE – V TERM & TERMINATION

a. This Agreement shall be valid for 15 years from the date of signing and may be extended with consent of both the Parties for a period as mutually agreed unless earlier modified by mutual agreement or terminated by both parties to this agreement.

b. Termination for breach:

If either of the party is in breach of this agreement, written notice will be provided to the defaulting party alleged to be in breach requiring that party to remedy the breach within 30 days of receiving the notice. If the breach is not satisfactorily remedied within 30 working days, the party who gave notice may immediately terminate this agreement by giving written notice.

c. Termination by NCCF:

The agreement can be terminated immediately if the Second Party;

- i. becomes insolvent
- ii. becomes bankrupt or incapacitated for more than 30 days
- iii. has a change in control (being a change in any person who directly or indirectly exercises control over the firm/company) which NCCF reasonably believe would affect the Consignee’s ability to comply with this agreement.
- iv. Commits a serious or material breach of the agreement which is not capable of remedy.
- v. behaves in a way that the NCCF considers maybe contrary to prevailing community standards, or may be regarded by the public as unacceptable, or may be detrimental to the reputation of NCCF, if it is continued association with the firm/company.
- vi. breaches an essential term of this Agreement.

d. However, the second party shall be liable to complete the unfinished obligations under the agreement if the agreement is terminated as above.

Clause – VI Governing Law and dispute resolution

- a) This Agreement shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhior High Court of Delhi shall have the jurisdiction in all 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 purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

- b) All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at Delhi India and language of arbitration shall be English.

- c) Nothing contained in this clause shall prevent the NCCF from seeking interim injunctive relief against the second party in the courts having jurisdiction over the parties

Clause – VII AMENDMENT/WAIVER

No amendment, modification or waiver of any provision of this shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the Parties, and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

Clause – VIII Notices

All notices authorized or required between the Parties are to be made in written English, addressed to the Parties as shown below, and shall be delivered in person, by registered email). Oral communication and e-mails do not constitute notice for purposes of this. "Received" means actual deliver of the notice to the address or facsimile address of the Nodal Officers of the respective Parties:

FRK Party	National Cooperative Consumers' Federation of India Ltd.
Kind Attention:	Kind Attention:

Address:	Address:
Fax:	Fax:
Email :	Email :

Clause X – Force Majeure

- (i) If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of supplies and imports), fires, floods, explosions, pandemic, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the timewhen such circumstances are operative . Any waiver/extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension oftime in respect of the remaining deliveries.
- (ii) If operation of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- (iii) The party which is unable to fulfil its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non- availability of raw material will not be an excuse to the sellers for not performing their obligation under the contract.

Clause XI Holiday Listing

NCCF's policy for Holiday-Listing, which is available on the website of NCCF, must be acceptable to the bidders. Notwithstanding anything contained in this Agreement, NCCF's Policy of Holiday Listing is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under this tender/Agreement or otherwise, come(s) within the ambit of the said policy, NCCF 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.

Clause XII Integrity Pact

The second party shall have to sign integrity Pack with the first party as given in RFP.

Clause –XIII Miscellaneous

- a) The second party has agreed not to enter into any form of co-operation or any Agreement with any competitor of other Party for this specific project for which both Parties have entered into or are endeavoring to enter into a definite Agreement. It is clarified that if no such definitive Agreement for the project/purpose is executed with the Party without obtaining approval from the first party.
- b) The Parties agree that in no event shall any Party be liable to the other Party for any indirect or consequential loss, expense or damage of any nature whatsoever.
- c) Neither this Agreement nor any of the rights and obligations arising under this Agreement shall be assigned or transferred to any third Party without the prior written consent of the other Party, which may be granted on terms as to novation or otherwise, as the consenting Party may consider appropriate.

- d) If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected thereby and each remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted bylaw. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and reflects, to the maximum extent possible, the original intent of the unenforceable provision.

- e) The Parties shall facilitate for execution of definitive detailed Implementation Agreement(s) for implementation of the identified projects as and when the details are finally agreed / approved.

Execution

This agreement has been approved by the Competent Authority of NCCF vide approval dated in the file no.....and same is being executed for and on behalf of NCCF through its,, who has duly been authorised by the Managing Director of NCCF vide authorization letter dated which is enclosed herewith as Annexure "A". This agreement is being signed on behalf of through its, S/o late who has duly been authorized by the Company vide Board resolution/Authorization letter dated..... which is annexed herewith as Annexure "B".

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have caused this to be executed as of the day and year first above written.

For and on behalf of NCCF

For and on behalf of Party

Authorised Officer

Authorised Officer

Witnesses

Witnesses

1. _____

1. _____

2. _____

2. _____

Annexure

This non-judicial stamp paper forms an integral part of **INTEGRITY PACT** Agreement dated _____ executed between NCCF and M/s _____ for production and supply of Fortified rice kernels

INTEGRITY PACT

Between

National Cooperative Consumers' Federation of India Ltd.. (NCCF) an apex body of consumer cooperatives in the country, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at NCUI Complex, 3 Siri Institutional Area, August Kranti Marg, New Delhi – 110016 hereinafter referred to as "NCCF", which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the first part.

And

M/s _____ a company registered under the provisions of [Companies Act of 1956 or 2013] or a sole proprietorship / partnership firm having its Regd Office at _____, through its duly authorized Sh. _____ (hereinafter referred to as "SUPPLIER ") which expression shall unless otherwise repugnant to the context or meaning thereof include and always be deemed to include its successors and assignees) of the second part.

Preamble

NCCF is an apex body of consumer cooperative in the country. NCCF is also one of the central nodal agencies for procurement of notified agricultural commodities under Price Support Scheme (PSS). NCCF is also procuring Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India.

NCCF had engaged supplier for supply of _____ as per the agreement/award letter dated _____ executed between NCCF and the supplier under laid down organizational procedures, NCCF 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 supplier.

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

Section 1 – Commitments of NCCF

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

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

(b) NCCF will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Supplier

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

(a) Supplier, directly or through any other person or firm, offer, promise or give to any of NCCF's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) Supplier will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) Supplier will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass onto others, any information or document provided by NCCF as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) Supplier of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Supplier of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.

(e) Supplier will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

(f) Supplier will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

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

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

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

Section 4 - Compensation for Damages and Forfeiture of EMD

If NCCF disqualifies the Supplier from the supply process, NCCF shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the MoA executed between NCCF and supplier.

If NCCF terminates the contract according to Section 3, or if NCCF is entitled to terminate the contract according to Section 3, NCCF shall be entitled to demand and recover from the Supplier liquidated damages as per MoA or the amount equivalent to Performance Bank Guarantee stipulated in the MoA executed between NCCF and Supplier.

Section 5 – Previous transgression

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

If Supplier makes incorrect statement on this subject, it may lead to disqualification from the supply process or termination of the contract if already awarded.

Section 6 – Equal treatment of all Supplier

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

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

Section 7 – Criminal charges against Supplier

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

Section 8 – Independent External Monitor /Monitors

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

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD, NCCF.

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

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

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

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

If the Monitor has reported to the MD NCCF a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD NCCF has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.

The word Monitor would include both singular and plural.

Section 9 – Pact Duration

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

If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD, NCCF.

Section 10 – Other provisions

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

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

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

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

(For & On behalf of NCCF)

(Office Seal)

(For & on behalf of supplier)

(Office Seal)