



EXPRESSION OF INTEREST

Uttarakhand State Cooperative Federation Ltd., Dehradun (UCF) Invites Expression of Interest from Eligible Applicants for Section Empanelment of Members of FPO's/FPC's/Commercial Institutes as Empaneled Partner/s For Opening Of "UCF Bazaar" Retail Stores For Sales and Distribution Of Himalayan And Other Products.

EOI No.: -UCF/Retail Outlet/001/2022-23

Dated: 20/05/2022



Selection of empanelment of member for opening of Uttarakhand state cooperative federation ltd., dehradun (ucf) retail stores for sale and distribution of local and commercial products.

UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF) UCF Sadan, Deep Nagar Road, Ajapur Kalan, Dehradun- 248001 invites sealed Expression of Interest (EOI) for selection/empanelment of Member of FPOS / FPCs for UCF as "Empaneled Partner's for opening of retail store ""UCF Bazaar"" for sales and distribution of products. UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF), intends to expand its presence in the retail market and to provide consumable items (Pulses, Spices, Food grains, Millets Flour, etc. in a retail pack) at competitive rates to customers, which has intended to join hands with public/private/autonomous companies. The processing fees (non-refundable) of Rs. 1500/- (One Thousand Five Hundred only+GST applicable) (including 18% GST) by means of DD/ NEFT/ RTGS to UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF). Interested parties/applicants can submit their application along with copies of all required documents/profile, etc. by Post/Courier or by Hand at Head office situated at "UCF Sadan, Deep Nagar Road, Ajapur Kalan, Dehradun- 248001". EOI document will be available on Federation's website – www.ucf.org.in from 20/05/2022 on 12:30 p.m. onwards.

UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF) has reserves the right to accept or reject any or all applications without assigning any reason thereof.

Managing Director

SECTION I

NOTICE OF DISCLAIMER

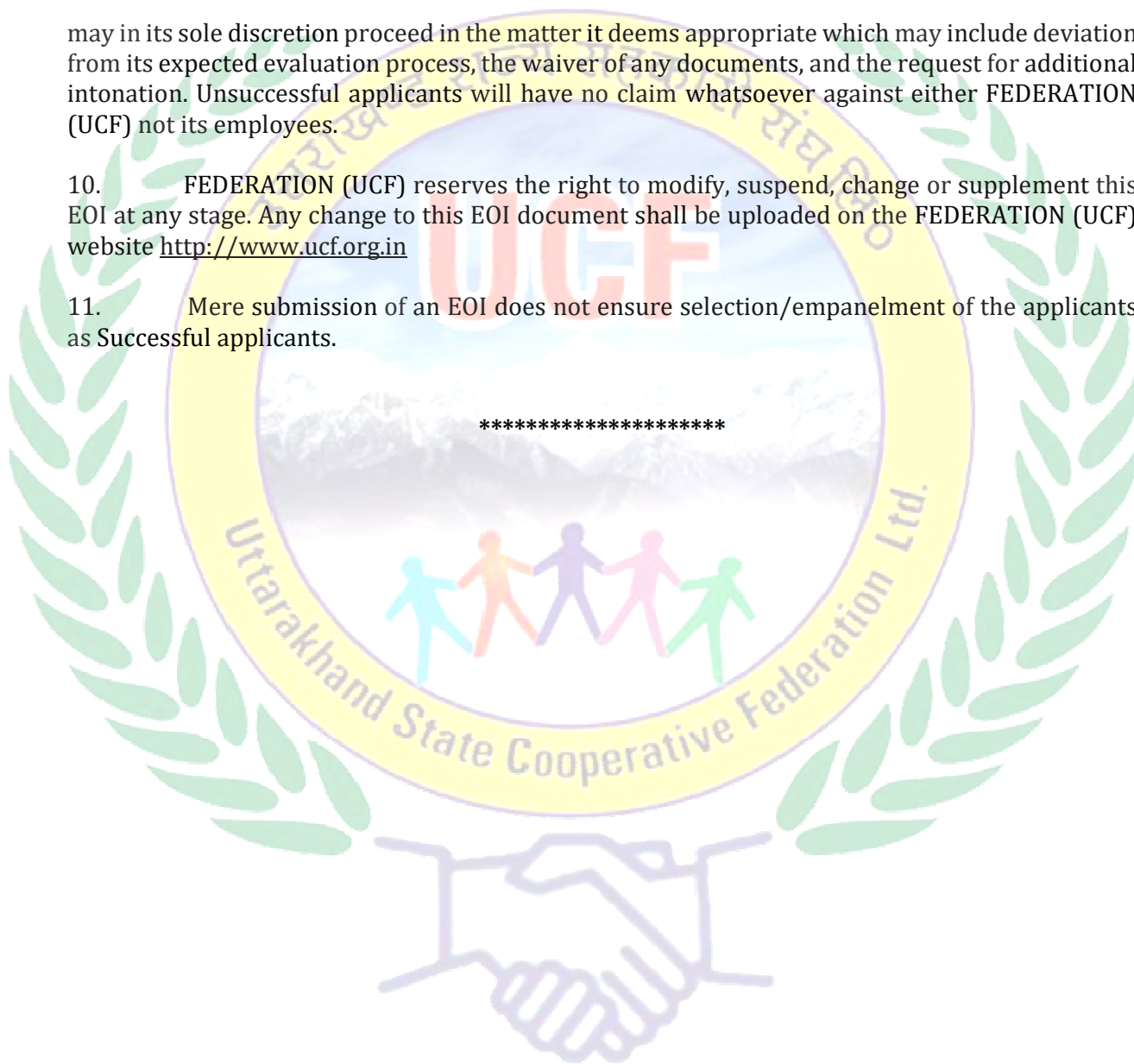
1. The information contained in this EOI document or subsequently provided to intending applicant(s) whether verbally or in documentary form by or on behalf of UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF), or any of its employees or officers referred to as FEDERATION (UCF) Representative is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
2. No part of this EOI and no part of any subsequent correspondence by FEDERATION (UCF), or FEDERATION (UCF) Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
3. The EOI document has been prepared solely to assist prospective applicants in shaking their decision for applicants. FEDERATION (UCF) does not purport this information to be all-inclusive or to contain all the information that a prospective applicant may need to consider to submit an EOI. The data and any other information, wherever provided in this EOI documents, is only indicative and neither FEDERATION (UCF) nor FEDERATION (UCF) Representatives, will make or will be deemed to have made any current or future representation, promise, or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to an applicant(s), whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI documents.
4. Neither FEDERATION (UCF) nor FEDERATION (UCF) representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI document. Interested applicant(s) is advised to carry out their investigations and analysis or any information contained or referred to herein or made available at any stage in the EOI process about the Participation. Applicants have to undertake their studies and provide their EOIs.
5. This EOI document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the participation about which it is being issued.
6. The information statements made in this EOI document have been made in good faith. Interested applicants should rely on their judgments to participate in this EOI process. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
7. The EOI document has not been filed or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. FEDERATION (UCF) makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the EOI Document.
8. FEDERATION (UCF) reserves the right to reject all or any of the EOIs submitted in response to this EOI invitation at any stage without assigning any reasons whatsoever.
9. All applicants are responsible for all costs incurred when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. FEDERATION (UCF)

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may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents, and the request for additional intonation. Unsuccessful applicants will have no claim whatsoever against either FEDERATION (UCF) not its employees.

10. FEDERATION (UCF) reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to this EOI document shall be uploaded on the FEDERATION (UCF) website <http://www.ucf.org.in>

11. Mere submission of an EOI does not ensure selection/empanelment of the applicants as Successful applicants.



SECTION - II

1 INTRODUCTION AND OVERVIEW

- a) FEDERATION (UCF) of India Limited is an apex organization: of marketing cooperatives in Uttarakhand. FEDERATION (UCF) is also one of the nodal agencies for procurement of notified agricultural commodities under the Price Support Scheme (PSS). FEDERATION (UCF) is also procuring Grains like Wheat & Paddy, and Millets for the Price Support Scheme (PSS) Scheme of the Government of Uttarakhand.
- b) FEDERATION (UCF) has ventured into Consumer Marketing as a step towards diversification of its activities to make available essential items of daily need to the consumers at affordable rates. In the Twenty years of its existence, FEDERATION (UCF) has become a brand name amongst the farmers and consumers. The FEDERATION (UCF) brand of Grains and Millets, Honey, Pulses, and other products are quite popular amongst the consumers owing to their superior quality. FEDERATION (UCF) deals in all kinds of pulses, Millets, and Grains produced in India.
- c) To provide grocery items in retail to the consumers at competitive rates, FEDERATION (UCF) is planning to inaugurate a retail outlet with the name "**UCF Bazaar**" in its own headquarter building UCF Sadan, Dehradun. FEDERATION (UCF) is also supplying Millets, Grains, and other items to prestigious institutions in the count' including the Food Corporation of India, Just Organic, etc, FEDERATION (UCF) is also supplying Medicines to reputed Hospitals of different States.
- d) FEDERATION (UCF) Brand will promote its Honey, Millets Flour, Grains, and Pulses with its own Brand Name "**Nature's Slice**" which is available in variants namely "**(UCF)**" "**Nature's Slice**" Honey, Harsil Rajma, Chakrata Rajma & Other Pulses, Rice, Finger Millet Flour (Madhua Flour), Barnyard Millet, Kodo Millets Flour, Foxtail Millet Flour, White Quinoa Millet Flour, Little Millet Flur (Kuttu Atta), Pearl Millet Flour (Bajra Atta), Jwar Millet Flour (Shorghum), White Amaranth (Ramdana). Our main vision is to provide Himalayan Range Products to the consumers, and FEDERATION (UCF) will also make available various products that are not grown in Uttarakhand, cobranded with others to Consumers.

2 OVERVIEW

- a) In order to further expand its Consumer Marketing Business, FEDERATION (UCF) hereby invites Expression of Interest (EOI) for selection/empanelment of a "**Partner**" for the opening of FEDERATION (UCF) retail store "**UCF Bazaar**" for Sales and distribution of FEDERATION (UCF) products (hereinafter called as "**Partner**"). The proposed FEDERATION (UCF) store "**UCF Bazaar**" will be opened in the space provided by FEDERATION (UCF) by itself.
- b) The companies fulfilling eligibility criteria will be impaneled and the job of Opening FEDERATION (UCF) Retail Store will be awarded to enter as "**Partner**" shall be given preference as per network, experience, and financial capacity.
- c) The Applicant shall be an Indian Corporation/Company etc. registered under the appropriate act of Indian law and should be an existing member of FEDERATION (UCF).
- d) The applicant(s) for selection/empanelment will be given preference for prior experience in sales and distribution throughout India, Region-wise, State-wise, or district-wise.
- e) Interested and eligible parties under the EOI shall be required to submit a copy of each required document before the last date & time given in this EOI document.

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- f) After scrutiny of EOI, FEDERATION (UCF) shall shortlist the eligible applicants as per the FEDERATION (UCF) procedure and inform them.
- g) FEDERATION (UCF) reserves the right to accept or reject any or all EOI without assigning any reason thereof. The issue of this EOI document does not in any way commit or otherwise oblige FEDERATION (UCF) to proceed with all or any part of the EOI process.
- h) Selection/empanelment of the "Empaneled Partner" will be done as per FEDERATION (UCF) procedures. The applicant(S) must indicate the establishment of a retail store and establishing sales and distribution of FEDERATION (UCF) products.
- i) FEDERATION (UCF) "Partner" shall work under the ambit of this respective branch.

SECTION -III

GENERAL CONDITIONS AND I. INSTRUCTIONS TO APPLICANTS

1. Scope of Work

- a) Empanelled Partner shall agree to open FEDERATION (UCF) Retail Stores for sales and distribution of FEDERATION (UCF) products in the allocated area(s).
- b) Empanelled Partner will design the packaging for the product List which will be provided by FEDERATION (UCF) by our Brand "Nature's Slice".
- c) The proposed stores shall be titled/named only under the brand name of FEDERATION (UCF) "UCF Bazaar", with a specified design/color scheme provided by FEDERATION (UCF), and no other name or alteration of any forms shall be allowed to be displayed at these stores.
- d) FEDERATION (UCF) will provide Empanelled Partner with Local Produced Procured Items which will be Packed by the Partner like Millets / Millets Flour, Honey, Local Produced Pulses, etc. other than the items not available with FEDERATION (UCF) will be supplied by the Partner packed in the designed Packaging with UCF Brand Name.
- e) Empanelled Partner will sell/distribute FEDERATION (UCF) product/other products including organic products approved by FEDERATION (UCF) in Retail/Wholesale from time to time on a case basis.
- f) FEDERATION (UCF) will arrange and provide related infrastructure for the Retail Store, Empanelled Partner will appoint the required manpower at their costs and expenses, for operating and running the proposed FEDERATION (UCF) retail store.
- g) All of the fixed costs or operational costs like Electricity Bill etc. for the establishment and operating of the provided FEDERATION (UCF) retail store shall be borne by the "Partner".
- h) All the products and goods offered at these proposed stores shall be made available by the FEDERATION (UCF). Any product(s)/good(s), which are not supplied/made available by (UCF), shall not be kept at these stores without prior approval of the FEDERATION (UCF). and such approval shall be accorded on case to case basis by FEDERATION (UCF) in terms of the relevant provision of business procedure of FEDERATION (UCF).
- i) Empanelled Partner will be provided with godown for receiving the Products provided by the FEDERATION (UCF), and other Products which will be provided by Empanelled Partner will also be brought and packaged at these godowns, where Empanelled Partner can hire workforce at their own expenses for easing up the packaging process. And for further supply to the FEDERATION (UCF) retail store managed by the respective Empanelled Partner allocated to him. Further terms & conditions will be elaborated in the specific agreement between FEDERATION (UCF), and the selected Empanelled Partner.
- j) Empanelled Partner shall submit all the records related to the sales, purchases, receipts, etc. for the products brought/offered for sale at these stores to FEDERATION (UCF) on monthly basis.
- k) Empanelled Partner will ensure proper availability of FEDERATION (UCF) stock in Retail Stores.

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- l) FEDERATION (UCF) shall be paid by an Empanelled Partner, a certain percentage of sales turnover of the respective FEDERATION (UCF) store on monthly basis as per terms laid down in a specific agreement between FEDERATION (UCF), and selected Empanelled Partner.
- m) FEDERATION (UCF) may appoint its representatives, from time to time, to inspect and check the inventory and other relevant records of this proposed FEDERATION (UCF) store.
- n) Empanelled Partner shall agree to operate the software for billing and inventory management provided by FEDERATION (UCF).
- o) All time availability of stocks at FEDERATION (UCF) stores/godowns shall be ensured by the Empanelled Partner and kept in proper storage conditions.

*Note- The Store has been furnished (with all Racks, Electric Equipment/ Tools,

2. Contact information:

Manager Marketing Division, UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF), Head Office UCF Sadan, Deep Nagar Road, Ajapur Kalan, Dehradun- 248001

3. Proposed location for the Retail Store "UCF Bazaar"

Ground Floor UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF), UCF Sadan, Deep Nagar Road, Ajapur Kalan, Dehradun- 248001

4. Eligibility Criteria for EOI

- a) The Applicant shall be an Indian Member i.e. Individual/Firm/Company/Cooperative Societies registered under the appropriate action of the Indian law.
- b) This EOI is limited to a single entity communication to support this, the bidders have to be registered under the same name and submit only one EOI document. As consortium is allowed, the consortium members can meet the eligibility criteria jointly. The consortium can consist of a maximum of three members and any member can become the lead member/ applicant. A consortium undertaking as per the format given in this EOI document has to be attached to the EOI document.
- c) Applicant will be given preference as per their experience and financial capacity.
- d) Priority will be given to companies/societies having experience in FMCG.
- e) Applicant should not be insolvent in the last 3 years.
- f) Applicant should provide average annual turnover of Rs. 50 (Fifty Lakh) in the last three financial years ending 31" March 2021 with a positive net worth as of date. For this, the applicant shall be required to attach a certificate issued by a Chartered Accountant certifying the year-wise turnover.
- g) Annual Audited balance sheets for the last three years till FY 2020-21 shall be enclosed as supporting documents.
- h) Applicant should hold a valid Goods and Services Tax (GST) registration certificate, as applicable.

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- i) Applicant should hold a valid Permanent Account Number (PAN), as applicable.
- j) Applicant should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society for corrupt and fraudulent practices and shall have to submit a declaration to this effect.

5. Availability of EOI Document

- a) The EOI documents can be downloaded from FEDERATION (UCF)'s website (www.ucf.org.in).
- b) Original documents are required to be submitted to the Manager - Marketing Division, Uttarakhand State Cooperative Federation Limited, UCF SADAN – Deep Nagar Road, Vishnu Vihar, Dehradun.
- c) The applicant shall bear all costs associated with the preparation and submission of the EOI. FEDERATION (UCF) will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the EOI process.

Date of Uploading of EOI documents on FEDERATION (UCF)'s website	20/05/2022 from 12:30 p.m.
EOI Submission Start Date and Time	23/05/2022 from 11:00 a.m.
EOI submission End Date and Time	30/05/2022 till 05:00 p.m.
EOI opening date	31/05/2022 at 01:30 p.m.

7. Queries on the EOI Document

- a) All prospective applicants before the last date & time of submission of EOI may get clarification on their queries, if any from the Manager - Marketing Division, Head Office. Email: ucfdehradun@gmail.com. The queries received after the due date/ time will not be considered.

- I. The queries can be addressed to Shri Pan Singh Rana, Manager, FEDERATION (UCF) via Email: ucfdehradun@gmail.com, with the subject "Expression of Interest (EOI) for selection/empanelment of Member of FEDERATION (UCF) as "Empaneled Partner/s for the opening of FEDERATION (UCF) retail stores for sales and distribution of FEDERATION (UCF) products. Queries" (e-Mail with any other subject will not be entertained).
- II. Only queries received before the Tender Submission date will be entertained.
- III. A maximum of two representatives of each Applicant shall be allowed to participate.

8. Amendment of EOI Documents

- a) At any time before the last date for submission of EOI, FEDERATION (UCF), may, for any reason, whether at its initiative or in response to a clarification requested by a prospective applicant, modify this EOI document by an amendment.
- b) Applicants are advised to keep viewing the FEDERATION (UCF) website for any corrigendum/ change,
- c) Also, to provide prospective applicants reasonable time to take the amendment into account for preparing their EOI, FEDERATION (UCF) may, at its discretion, extend the last date for the receipt of EOI and/or make other changes to the requirements set out in this EOI document.

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9. Period of validity of EOI.

- a) The application/offers under this EOI shall be valid for 3 months from the date of submission of the EOI application. An EOI valid for a shorter period shall stand rejected.
- b) In exceptional circumstances, FEDERATION (UCF) may request the consent of the applicant for an extension to the period of EOI validity. The request and the response communication shall be made in writing.

10. Procedure for Submission of EOI

- a) The complete application in respect of this EOI shall be submitted to the Manager - Marketing Division, Uttarakhand State Cooperative Federation Limited, UCF SADAN – Deep Nagar Road, Vishnu Vihar, Dehradun. For this EOI other forms of application will not be accepted under any circumstances.
- b) Intending Parties shall submit Expression of Interest documents in original downloaded form, duly signed and stamped on each page as a token of acceptance of all terms and conditions. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected.
- c) The application must be accompanied by processing fees (non-refundable) of Rs. 1500/- (One Thousand Five Hundred only) (including 18% GST) using DD/ NEFT/ RTGS to UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF). FEDERATION (UCF) reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise oblige FEDERATION (UCF) to proceed with all or any part of the EOI process. The EOI is not the subject of any process of contract or any contractual obligations between FEDERATION (UCF), and the prospective Processor.
- d) The Expression of interest must contain the name, designation, and place of Business of the person with Phone, Email ID, and Fax Nos. of persons making the expression of interest must be signed and sealed by the Prospective "Empaneled Partner" with his usual signature.
- e) The signatory of the application qua this EOI shall be authorized to sign and submit the EOI to bind in the matter out sign expression of interests with the legal name of the Applicant/s.
- f) Each page of EOI has to be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.
- g) In case any documents uploaded under this EOI are found to be tempered/ modified in any manner, EOI will be summarily rejected and the EOI processing fee would be forfeited and the applicant would be liable for any suitable action.
- h) FEDERATION (UCF) reserves, at its sole discretion, the right to approve or reject any or all EOI(s) without assigning any reason.

11. Following documents have to be submitted along-with Application/ EOI in a sealed cover:-

- a) Complete EOI document stamped and signed by an authorized signatory of the Applicant/s.
- b) Application form duly filled, stamped, and signed by an authorized signatory of the **Applicant** as per the annexure-I" of this EOI documents,

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- c) Self-attested & stamped copy of last three years till the financial year 2020-21 audited Balance Sheet and Profit & Loss Account of the Applicant/s including a copy of ITR.
- d) Self-attested & stamped copy of GST registration certificate.
- e) Self-Attested Copy of PAN
- f) Self-attested & stamped copy of valid Registration Certificate i.e. Individual/Firm/Company/Cooperative Societies.
- g) Self-attested stamped copies of some of the documents/supply orders/invoices which show the experience of the applicant in sales and distributions, financial year wise, for every financial year of the total experience ending up to 31" March 2021.
- h) Self-attested & stamped copy of valid address proof of the Applicant/s address proof of the firm, in case of proprietorship shall be telephone bill/copy of passport/electricity bill, for partnership firm shall be a certificate of registration whereas in case of others relevant certificate of incorporation issued by the concerned authority.
- i) Self-attested copy of Aadhar card of authorized signatory.
- j) Copy of the Board Resolution (in case of a company) or Authorization Letter (in case of partnership firm) in favor of the Authorized Signatory.
- k) Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per format "Annexure-IV".
- l) Self-attested & stamped copy of this EOI document as a token of acceptance of the terms & conditions of this EOI document.
- m) List of Directors / Partners of the Applicant/s as per attached format at "Annexure-V".
- n) Self-Declaration on the letterhead of the Applicant/s for not being blacklisted by any State/Central Govt. body Public Sector Undertaking at any point of time in India.
- o) Self-Declaration on the letterhead of the Applicant/s for not being involved in any major litigation that may have an impact on affecting or compromising participation of the party in the e-auctions.
- p) Self-Declaration on the letterhead of the Applicant/s for not being prosecuted for violation of rules/law under Essential Commodities Act or any others law or etc.
- q) Self-declaration on the letterhead of the Applicant/s for not being under liquidation, court receivership and/or similar proceeding.
- r) Self-declaration on letterhead of the Applicant/s for not being under a declaration of ineligibility for fraudulent practices.
- s) Bank account details of Applicant/s (copy of canceled cheque/ passbook).

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t) Undertaking for the consortium as per annexure - VII

u) Non-Refundable Participation fee:

Interested applicant(s) shall require to pay a non-refundable fee of Rs.1500/- (Rs. One Thousand Five Hundred Only) (inclusive of 18% GST) for participation in this EOI. Fee can be paid through DD/RTGS/NEFT or Cash in favor of UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF) as per bank account details given as under -

BENEFICIARY NAME	UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF)
ACCOUNT NUMBER	695405600904
NAME OF BANK	ICICI Bank Ltd.
ADDRESS OF THE BANK	Dharampur, Dehradun
IFSC CODE	ICIC0006954

DD/ NEFT/ RTGS shall be in favor of FEDERATION (UCF) of India Ltd., payable at Dehradun towards EOI document Fee (Non- Refundable).

v) Annexure-I, Annexure-II, Annexure-III, Annexure-IV, Annexure-V, Annexure-VI, duly filled in, signed and stamped.

12. INTIMATION TO THE SUCCESSFUL APPLICANT(S)

a) FEDERATION (UCF) will intimate the successful Applicant(s) well before the validity of the EOI through Email: ucfdehradun@gmail.com. or fax, or phone.

b) Acceptance letter will be issued with price confirmation (if any) and other required details via Email: ucfdehradun@gmail.com./fax.

c) Successful Applicant will also need to sign a separate Service Level agreement with FEDERATION (UCF) within 5 (five) working days of selection.

13. Authorized Signatory

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

14. Opening and evaluation of EOI

a) EOI applications (complete in all respect) received along with processing fees by stipulated time will be opened and scrutinized by the duly constituted committee of FEDERATION (UCF). The committee will examine the documents provided vis-a-viz requirements of FEDERATION (UCF) as per the terms & conditions given in this document. FEDERATION (UCF) reserves its right to accept or reject any or all the applications without specifying any reason and/or asking for any

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additional and/or missing documents from the interested companies/parties. EOI received without EOI Security will be rejected straight away.

b) During the evaluation, FEDERATION (UCF) at its discretion may call upon the Applicant to give a presentation on their offer, to explain their capability to undertake the work as mentioned in this EOI, and to respond to any question from FEDERATION (UCF). The place for presentation shall be conveyed to the Applicants at an appropriate date. Failure on part of the Applicant to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of the EOI application.

c) UCF may consider waiving any minor infirmity or non-conformity or irregularity in an EOI which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Applicant.

d) The selected Applicant/s will be informed regarding the acceptance of their application(s) and shall be further advised for participation in the EOI process.

15. FEDERATION (UCF)'s Right to amend the Scope of Work.

a) If for any unforeseen reasons, FEDERATION (UCF) would require to change the Scope of work, this change shall be acceptable to the Applicant without change in the application submitted under this EOI.

b) FEDERATION (UCF) reserves the right to reject one/ all the EOIs or cancel the EOI without assigning any reasons thereof.

16. Corrupt or Fraudulent Practices.

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

b) FEDERATION (UCF) will reject EOI if it determines that the Applicant recommended for award has engaged in corrupt or fraudulent practices while competing for this EOI.

c) FEDERATION (UCF) may declare an Applicant ineligible, either indefinitely or for a stated duration, to be awarded or contacted if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of the contract.

17. Interpretation of the clauses in the EOI Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this EOI Document, FEDERATION (UCF) interpretation of the clause shall be final and binding on all Applicants parties.

SECTION -IV

GENERAL PROVISIONS AND APPLICABLE LAWS

Applicable Law, Jurisdiction, And Dispute Resolution

- a) This EOI documents and award of work/Purchase order under this EOI documents shall be constituted and the legal relationship between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Delhi and High court of Delhi shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of the aforesaid court is irrespective of the place of occurrence of any course of action about any dispute between the parties.
- b) All or any dispute arising out or touching upon or about the terms of this EOI documents including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments/modifications thereof for the time being in the force. The seat & venue of the arbitration shall be in New Delhi, India, and the language of the arbitration shall be English.
- c) There shall be separate legal clauses under the award of work and the same shall be incorporated in Service Level Agreement. Post-award work obligations shall be dealt with as per the Service Level Agreement to be executed between FEDERATION (UCF), and successful Applicant(s) after EOI and terms & conditions of this Service Level Agreement shall prevail over the terms & condition of this EOI documents and terms and conditions of proposed Service Level Agreement may be varied at the time of execution.

2. Force Majeure

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

3. HOLIDAY LISTING

Not withstanding anything contained in this EOI documents, FEDERATION (UCF)'s policy for Holiday- Listing of an Agency mutatis mutandis applies to this agreement in event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, FEDERATION (UCF)'s at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency (s) by the policy in force.

4. PREVENTION OF FRAUD AND CORRUPTION

- a) The applicant(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with FEDERATION (UCF). Applicant(s) agree and undertake to observe the principles/ provisions as laid down in the "Integrity Pact" of FEDERATION (UCF) (As per Annexure- VIII) during their participation in the EOI process, during the process of EOI and in any

UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF)

other transaction with FEDERATION (UCF).

- b) The Applicant(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of FEDERATION (UCF)'s employees any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage of any kind whatsoever during the EOI process or the process of EOI.
- c) The Applicant(s) shall not enter with other Applicant(s) into any unlicensed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission offers, or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- d) The Applicant(s) shall not commit or allow any employees of FEDERATION (UCF) to commit any offense under the relevant provisions of the IPC/Prevention of Companies Act; further, the Applicant(s) will not use improperly or allow any employee(s) of FEDERATION (UCF), for purposes of competition or personal gain, or pass onto others, any information or document provided by FEDERATION (UCF) as per of the business relationship, including information contained or transmitted electronically.
- e) The Applicant(s) shall not instigate third persons to commit offenses/activities outlined in Fraud Prevention Policy or be an accessory to such offenses.

The Applicant(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform FEDERATION (UCF) of same without any delay.

5. INTERPRETATION OF THE CLAUSES IN THIS AGREEMENT

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Agreement, FEDERATION (UCF)'s interpretation of the clauses shall be final and binding on Applicant(s).

6. GENERAL CONDITIONS

- a) Violation in any terms & conditions of this Agreement is not allowed.
- b) At any stage of the supply process, if it is found to have given incorrect and misleading certificate/information/document(s), FEDERATION (UCF) shall be free to take suitable action including cancellation of EOI. forfeiture of security / ROI security amount etc,
- c) The current EOI shall be independent of any previous ongoing/completed contract that may have been entered into between FEDERATION (UCF) and the Applicant(s).
- d) FEDERATION (UCF) reserves the right to call for any additional information/documents right (s) and the same shall be submitted by the Applicant(s) to FEDERATION (UCF) within a given period.
- e) FEDERATION (UCF) reserve the right to cancel this EOI in totality without assigning any reason.
- f) FEDERATION (UCF) reserves the right to increase or decrease the quantity of this EOI without assigning any reason.
- g) This EOI shall be governed and construed by Indian laws.

UTTARAKHAND STATE COOPERATIVE FEDERATION LTD., DEHRADUN (UCF)

Annexure – I

(To be submitted on the letterhead of the Applicant/s)

To,
The Managing Director
Uttarakhand State Cooperative Federation Ltd.
UCF SADAN - Deep Nagar Road, Vishnu Vihar
Ajapur Kalan, Dehradun- 248001

Dear Sir,

I/We, submit processing fee for selection/empanelment as channel partner for opening of Retail Stores "UCF BAZAR" for sales and distribution of UCF Local and other Products in the allocated area.

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

I/We hereby declare that the Mr..... is the dully authorized to sign and submit this application.

Your's Faithfully

Authorised Signatory

Date:.....

Place:.....

Name:.....

Designation:.....

Application Form

Name of the Authorised Person	
Legal Status: (Individual/Firm/Company/ Cooperative Society)	
Registered Office	
Email ID of Authorised Signatory	
Registration No. (If Any)	
PAN No	
GSTN	
License/Certification (If Any)	
Name of Authorised Signatory along with Designation	
Contact Details of Authorised Signatory Mob: Email:	
Bank Account No.	
Bank Name and Branch	
Bank IFSC	

Work Experience and Brief Introduction of Applicant.

1. Applicant Introduction:

2. Application Business Status:

3. Name of Brand/Products deals in:

4. Organization Structure:

5. Current Operational Area:

6. No. of existing Grocery Stores, C&F and Distribution Area-wise:

7. Any other Details:

Format of Certificate to be issued by Chartered Accountant

To,
The Managing Director
Uttarakhand State Cooperative Federation Ltd.
UCF SADAN - Deep Nagar Road, Vishnu Vihar
Ajapur Kalan, Dehradun- 248001

Dear Sir,

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

Particular	FY 2018-19	FY 2019-20	FY 2020-21
Total Turnover			
Net worth			

For M/s

Chartered Accountant
M. No.:
Date:
Place:

(To be submitted on the Letterhead of Applicant)

Detailed Business Module/Plan (how to run the Store):

Name:.....
Designation:.....