

**AGRICULTURE MARKETING & PROCESSING
COOPERATIVE FEDERATION LTD.**

**2nd Floor, NCUI Campus, 3 Siri Fort institutional Area,
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EOI REF. No: AGRIFED/ FO/BBFO/010/2024-25

Dated: 15th October, 2024

Expression of Interest

FRANCHISE OPPORTUNITIES

Expression of Interest to work under the scheme of Bharat Brand Phase-2. AGRIFED invites Expression of Interest (EOI) for THE INVITATION OF Franchise opportunity with AGRIFED.

List of EOI is invited is given below:

**Dy. Manager
Head Office, AGRIFED**

Cont.....2

AGREEMENT

This Agreement lays down the terms and conditions of retail outlets as well as through Mobile Vans of Bharat Brand agreed upon by AGRICULTURE MARKETINNG & PROCESSING COOPERATIVE FEDERATION LTD (AGRIFED) AND

This Agreement is executed on _____ day of _____, 2024.

BY AND BETWEEN

Agriculture Marketing & Processing Cooperative Federation Ltd. (AGRIFED) is an national level Cooperative Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at NCUI Complex Hauz Khas New Delhi-110016 / Concerned through its Managing Director, duly authorized, hereinafter referred to as the “AGRIFED” which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its representatives, nominees, affiliates, successors in business and permitted assigns of the **First Party**.

AND

.....
.....
.....
..... assigns of the
Second Party.

WHEREAS, the parties hereto decide to enter into this agreement to define and set forth the terms and conditions of to work with your esteemed organization and as per the SOP of Department of Consumer Affair & department of Food and Public Distribution GOI.

1. As per the Letter of Interest dated _____ by **SECOND PARTY** agreed to lift _____ MTS of Bharat Brand packing as per norms and guidelines of DFPD, GOI and SOP issued by AGRIFED. It is the responsibility of the second party to lift the material from the designated warehouses and get it transported, processed or milled and retailed to FSSAI Standards mentioned in the circulars issued by DFPD and SOP of AGRIFED.
2. That the Second Party shall lift the consignment of un-milled raw chana, moong, wheat and rice from the warehouses of the Central Nodal Agencies and the same will be lifted, processed, milled, packed and transported to the retail static points and Retail outlets. The end product of Chana Dal shall be packed in 1 KG packing, Moong Dal and Moong Sabut in 1 KG packing and Atta in 10 KG packaging and Rice in 5KG and 10 KG packaging or as may be decided by the First Party.

3. The Second Party has to lift the material in time bound manner as per the schedule provided by AGRIFED and if any delay causes on part of the second party shall be sole responsibility of the second party and it shall be liable to bear the godown rent for any such delay and the penalty as per the final discretion of MD AGRIFED.
4. The Second Party shall supply the end products of Bharat commodities to the end consumers through retails points and mobile vans.
5. That the Second Party will provide all records related to the quantity lifted in case against the Delivery Order issued by the first party of each commodity, commodity processed/milled and the end product dispatched to the retail outlets and mobile vans. In case of violation appropriate penalty shall be initiated on the Second Party.
6. The Second Party undertakes that the quality of packed material should remain unchanged in respect of size, shape, quality, color and should be free from fungus and moulds etc. with product expiry for at least six months.
7. In case Second Party supplies Bharat Brand inter-state, then IGST provisions under GST Act & Provisions shall be applicable and billing shall be made accordingly by mentioning the GSTIN Number of First Party, so that Input Tax Credit (ITC) can be availed. In case, the Second Party supplies Bharat Brand within the State, the billing shall be made under the provisions of GST Act & Provisions there under and shall have to mention the GSTIN number of First Party, so that Input Tax Credit can be availed.
8. The second party shall ensure that supplies of Bharat Brand are made under overall provisions of GST Act and rules made there under. In case of any mismatch leading to non-availability of Input Tax Credit (ITC) to first party, the first party shall have the

right to deduct the amount on account of loss of tax credit along with interest and penalty if any from the due payments of Second party.

9. That any question for the revision of the rate offered by Second Party for the supply of Bharat Brand, due to price fluctuations in international and domestic market or for any other reason during the existence of present agreement will not be entertained by the First party and the Second party shall have to complete the supplies at the rates and conditions as agreed to by the Second Party as per terms and conditions mutually agreed upon. In case of any major future price variations amongst states, commodities due to any reason, First Party should receive request in writing and in timely manner. Any rate change is sole discretion of First party and shall not be effective until agreed and approved by First Party in writing.

10. That the Second Party shall strictly abide by the terms and conditions as per the guidelines and SOP defined by DFPD, GOI and the instructions issued by the First Party from time to time. In the event, of non-fulfillment of any of the conditions of the agreement by the second PARTY, then the MD AGRIFED shall have the right to cancel the agreement, forfeit any due amount of the Second available with the First Party and the First Party shall have also the right to debit/Blacklist the Second PARTY.

11. It is the sole discretion of the First Party to allocate the raw material to the Second Party as per the availability of the stock with the GOI.

12. Responsibilities of Second Party towards the retailing of Bharat Brand:-

- i) The scheme is mainly to sell BHARAT BRAND using logo as decided/approved by GOI.

- ii) The MRP of all Bharat commodities would be same as defined and approved by the Ministry of Consumer Affairs, Department of Food and Public Distribution, Government of India.
- iii) The Second Party will sell the final products through mobile vans/Retail Outlets, will meet out all the expenses like van charges, freight etc. from the sale of the commodities. No loss will be borne by AGRIFED.
- iv) The printing of banners will be in bilingual language (in Hindi and English) and will show the brand image of AGRIFED exclusively with the details approved by GOI/AGRIFED.
- v) The Second Party will put the board /hoardings mentioning the MRP of the commodities as per guidelines and SOP defined by DFPD, GOI.
- vi) Notarize undertaking would be submitted by the Second Party (on judicial stamp paper of Rs.100/- as per the given format) that the commodities supplied shall be distributed of the entire quantity of the commodities under the Bharat Brand source up to the retail point and ensure the same is not retailed over and above the specified MRP.
- vii) It is the sole responsibility of the Second Party to submit CA certified statement of stock of "Bharat Brand buyer / reseller with party-wise transaction details.
- viii) The Second Party will be responsible to ensure that at each retail point, promotional banners of "Bharat Brand" are suitably placed to create awareness and wide publicity among the consumers regarding the availability of the above-mentioned commodities. The cost towards printing & supplying of the banners to re-sellers/retailers will be in scope of the Second Party. It should also provide GPS enabled pictures of the retail shops (name & address of the retail should be clearly visible) along with the "Bharat Brand" banner placed as supporting documents.
- ix) The Second Party shall be responsible for collecting the required supporting documents from the resellers/ retailers and submit to the First Party.

13. In case of any ambiguity/dispute in the interpretation of any the clauses in the agreement, AGRIFED's interpretation of the clauses shall be final and binding on both the Second.
14. The First Party at its sole discretion would depute officials of AGRIFED to visit and inspect the premises, warehouses, milling units and retail points of Second Party at any given point of time to check the condition, hygiene, way of working, quality of the products, branding, record keeping or any which the officials may deem important at the time of inspection.
15. It should be clearly understood by all the signatory parties to this agreement the First Party shall have the right to monitor the entire project.
16. This Agreement constitutes its legal validity and binding **obligations**, enforceable against it, in accordance with the terms hereof, and its obligations under this agreement will be legally valid, binding and obligations enforceable against it in accordance with its terms.
17. The parties further agree and confirm that the Second Party will continue, making advance payments to the extent of the allocations made until event of the cancellation of this scheme for any reason whatsoever.
18. WHEREAS, it is the responsibility of the Second Party to distribute/retail/sell the end products to the end consumers as per norms and guidelines issued by GOI and AGRIFED is not liable for any other products..
19. The Managing Director of AGRIFED of India Ltd. reserves the right to relax or impose any clause or condition in case of eventuality beyond the control of second and third party. That in case of any dispute, The Managing Director of AGRIFED or his nominee will

be sole arbitrator and his/her decision will be binding on all the parties.

20. The First, Second Party shall make every effort to resolve mutually by direct informal discussions and negotiations, any disagreement or dispute arising between the parties or in connection with the agreement. If after thirty days from the commencement of such informal discussions and negotiations, The First, Second Party have been unable to resolve the disputes mutually; such disputes will be adjudicated and resolved in a Court of law in New Delhi. This Contract shall be governed by the Laws of India for the time being in force.

21. If at any time during the existence of the 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 exports and imports), fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of, the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.

22. The Second party if unable to fulfill its obligations under the present contract must within 7 days of occurrence of any of the causes mentioned in this clause's shall in form 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 India shall be sufficient proof of the existence of the above circumstances and their duration.

23. If the operation of such circumstances exceeds 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.
24. This Agreement can be terminated by First Party by serving written notice of 10 days to Second Party, which notice shall be delivered by hand or through Registered Post to the address listed above or by email in case, of violation of any terms and conditions of the agreement. In case of major breach of contract, the said contract shall be terminated by First party from immediate effect and nothing shall remain pending (including payments/ documents etc) at second party's end while termination and handing over.
25. Further, if the parties to this agreement commit any breach of any Terms and Conditions of this Agreement, it shall be treated as an event of default and in such event Civil actions, Criminal actions and Penal actions will be initiated.
26. As per **track and trace mechanism**, QCI agency appointed by ministry will review quantity and quality parameters at each leg of supply chain (weightment slips, truck photos, indent DO/RO, miller premises, loading and dispatch end batch quality sampling at both ends. The agenda of this mechanism is crystal clear where Second Party needs to ensure the lifting to distribution stage to be monitored and own for any issues under a willful legal undertaking on quality and quantity to be ensured.
27. That the branches will be a part of this scheme either individually or with the Head Office, AGRIFED. All the activities performed by the branch will be appraised to Head Office, AGRIFED.
28. This Agreement shall be governed by the laws of India.

SIGNED AND DELIVERED BY THE PARTIES

On Behalf of AGRIFED of India Ltd., (First Party)

Dy. Manager, AGRIFED

Witness:

1.

2.

On Behalf of (Second Party) Ms

Witness:

1.

2.

(On 100/- Rs. Stamp Paper)

SELF DECLARATION/ UNDERTAKING

1. I _____ S/O _____ Proprietor/Owner/ Director of _____ firm. Do hereby declare that our firm is having tie up of _____ stores/Mobile vans in which we are selling FMCG Products. In the state of _____.
2. We shall be also liable to complete all the document as per the SOP of the Department of Consumer Affairs & Department of Food and Public Distribution GOI.
3. In Case we fail to submit the document, we do hereby agree to forfeit our Security amount as well as other necessary action.
4. I Certify that the information I am about to Provide is true and best of my knowledge.

Undertaking

(on Letter Head)

To

Additional Managing Director

AGRIFED

Respected Sir,

In reference to your Expression of Interest no..... for Invitation of franchise opportunity. I
..... Proprietor/Owner _____
of _____ firm. We are into the trade of Marketing of the Dietary and Non-Dietary
FMCG products and Empanelled with AGRIFED as vendor and also having a big network of retails
Chain. (Copy enclosed)

As we have come to know that Government of India has Launched Bharat Brand Product Phase 2
Scheme and we are willing to work with your esteemed organisation and Agrifed is not liable for any
other products. As Per the SOP of the Department of Consumer Affair & Department of Food and
Public Distribution Gol.

Hence, we request your goodself to appoint us as your Retail Chain Partner exclusively for the Bharat
Brand Products and which will also help to Contribute in the vision of giving benefits to the Consumers
as we will also sell the Products through our retail outlets as well as through Mobile vans also.

We will be also liable to complete all the documents as per the SOP of the Department of Consumer
Affair & Department of food and public distribution Gol.

Therefore, it is humbly requested your goodself to give us the opportunity. We shall be highly
therefore to you.

With best Regards.