



Request for Quotation
for
AMC (Annual Maintenance Contract) for Polycom Video Conferencing Setup

RFQ No. HO/IT/VCS/2021-22/

National Agriculture Cooperative Marketing Federation of India Ltd (NAFED) invites RFQ for AMC (Annual Maintenance Contract) for Polycom Video Conferencing Setup for NAFED. The application form and other terms & conditions may be downloaded from NAFED's website www.nafed-india.com & <https://eprocure.gov.in/eprocure/app>. Interested parties may submit their e-bids on or before 28/10/2021 **by 3:00 pm** on <https://eprocure.gov.in/eprocure/app>.

The information provided by the bidders in response to this Tender Document will become the property of NAFED and will not be returned. NAFED reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by NAFED for Annual Maintenance Contract for Polycom Video Conferencing Setup. It should not be reused or copied or used either partially or fully in any form.

General Manager (IT)

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.
NAFED House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi – 110014 (INDIA)
Tel: 011-26340019, e-mail: itsection@nafed-india.com, Web: www.nafed-india.com,
Twitter: [@nafedindia](https://twitter.com/nafedindia)

DISCLAIMER

1. NAFED does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for NAFED to consider needs of each party who reads or uses this document. NAFED includes statements which reflect various assumptions and assessments arrived at by NAFED in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender document and obtains independent advice from appropriate sources.
2. NAFED will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of NAFED or their employees, any manufacturer or otherwise arising in any way from the selection process for the Assignment. NAFED will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this Tender.
3. NAFED will not be responsible for any delay in receiving the proposals. The issue of this tender does not imply that NAFED is bound to select an Applicant or to appoint the Selected Applicant for the **AMC (Annual Maintenance Contract) Polycom Video Conferencing Setup** and NAFED reserves the right to accept/reject any or all of proposals submitted in response to tender document at any stage without assigning any reasons whatsoever. NAFED also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted Tender Application.
4. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. NAFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. NAFED reserves the right to change/ modify/ amend/ cancel any or all provisions of this Tender document. Such revisions to the Tender will be made available on the website of NAFED and CPP portal.

General Manager (IT)

NOTICE INVITING TENDER (NIT)

E-tender ref no: HO/IT/VCS/2021-22/

National Agriculture Cooperative Marketing Federation of India Ltd (NAFED) invites RFQ for AMC (Annual Maintenance Contract) Polycom Video Conferencing Setup for NAFED. The application form and other terms & conditions may be downloaded from NAFED's website www.nafed-india.com & <https://eprocure.gov.in/eprocure/app>. Interested parties may submit their e-bids on or before 28/10/2021 **by 3:00 pm** on <https://eprocure.gov.in/eprocure/app>.

TERMS AND CONDITIONS

1. Intending bidders may submit given application (duly filled in) on <https://eprocure.gov.in/eprocure/app> along with required documents to be accompanied with a proof of tender fee of Rs. 1,000+180 GST=1180/- (Rupees One Thousand Eighty Only) in form of NEFT and proof of deposit of an interest free EMD of Rs. 40,000/- (Rupees Forty thousand Only) by way of RTGS/NEFT. Tender fee is non refundable.
2. The bid complete in all respect should be submitted on <https://eprocure.gov.in/eprocure/app> only on or before 27/10/2021 **up to 3.00 PM**.
3. There will be a pre-bid meeting on 14/10/2021, **11:00 AM** with interested vendors to address their queries. This meeting may be conducted online. Interested bidders may send an e-mail on or before 13/10/2021, **4.30 PM** to itsection@nafed-india.com to receive meeting details to participate on the same. Final reply will be uploaded in CPP Portal and/or at NAFED website, which will be binding to all Bidders.
4. NAFED has constituted an "Evaluation Committee" (EC) which shall evaluate technical and financial bids submitted by the bidders and examine the documents provided by the bidder vis-a-viz requirements specified in the tender document.
5. Evaluation Committee (EC) of NAFED shall open all the tenders received in the CPP Portal. Bidders who have submitted their bid may participate in the bid opening via screen sharing. Interested bidders may send an e-mail on last date of bid submission to itsection@nafed-india.com to receive meeting details to participate on the same.
6. A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Financial Bid evaluation. After the technical evaluation is completed, opening of the financial bids will be done. The Financial bids of only technically qualified bidders will be opened. The Financial evaluation of the perspective bidder will be carried out with respect to such bidders who qualified in technical evaluation.
7. The bidder who receives highest score in combined technical and financial bid evaluation will be selected.

8. On verification of all the documents submitted by selected bidder, the work order shall be given to the selected bidder. The selected bidder will be required to sign a Service Level Agreement with NAFED and comply with other terms and conditions. The terms and conditions of Service Level Agreement shall be read in tandem with terms and conditions of these tender documents and any inaccuracy or contradiction appears between terms of conditions of this tender documents and Service Level agreement, terms and conditions of Service Level agreement shall prevail over this tender documents.
9. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of tender process. The RFQ is not the subject of any process of contract or any contractual obligations between NAFED and prospective bidder.
10. Any further corrigendum/information regarding this tender will be uploaded on NAFED website at <http://www.nafed-india.com/Tenders> page and/or CPP Portal; interested bidders are requested to keep checking the website for updates.
11. **Based on Covid-19 situation at the time of pre-bid meeting, technical bid opening, Bids evaluation, NAFED may conduct the same via online and/or offline mode.**

Specific instruction for e-tender participants:

1. Bidders are requested to read the bidder's help document on the e-tender website link before proceeding for tendering.
2. The prospective bidder has to be registered in portal <https://eprocure.gov.in/eprocure/app>. In order to submit the tender electronically, bidders are required to have a valid digital signature certificate.
3. The tender document can be downloaded from <https://eprocure.gov.in/eprocure/app> after registration.
4. The submission of the online tender can only be done at **<https://eprocure.gov.in/eprocure/app>**.
5. All prospective bidders are requested to attend the pre bid meeting as per the time and venue mentioned in this tender document.
6. Bid Security should be deposited in form of Pay order/ Demand Draft/NEFT of scheduled bank drawn on NAFED payable at New Delhi.
7. Tender submitted without bid security shall be rejected.
8. In the event of the specified date for the submission and opening of bids being declared a holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.

9. It is the responsibility of the Bidders to ensure that their Bids are filed electronically, by the closing date and time stipulated above for receipt of Bid, failing which the bid would be considered late and rejected. The last date for filing of bids, complete in all respects, is at 28/10/2021, **15:00 hours**.
10. The Bid Documents are not transferable.
11. NAFED may reject all bids without assigning any reason thereof.
12. Any query regarding this NIT may be sent to itsection@nafed-india.com .
Reply will be furnished as per the provisions of the documents.
13. For any assistance regarding CPP Portal please contact Helpdesk provided at "contact us" at CPP Portal <https://eprocure.gov.in/eprocure/app>
14. The price schedule is given in PDF format for bidders' information. However, the price bid in Excel format needs to be downloaded from portal and upload duly filled in Price bid in Excel format at the respective place on the portal.

-Sd-

General Manager (IT)

NAFED

Place: New Delhi

Date: 07/10/2021

A. Scope of the Work

The Broad scope of work for Comprehensive Annual maintenance Contract and Technical support services for Video conferencing (VC) system installed at NAFED, Head Office and Branches may be seen as following:

- A. List of Polycom Video Conferencing Setup under the scope of AMC are given at **Annexure A**.
- B. The aim of AMC is to smoothly run the existing Hardware and Software under Video Conferencing Setup.
- C. The successful bidder shall book the AMC with POLY (OEM). POLY maintain adequate inventory for parts/system for all the B2B AMCs. In case of the item/spare part being not available due to any reason, the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the NAFED, to avoid any hindrance in the functioning of VC system.
- D. The Contractor shall provide the comprehensive maintenance services for the Video conferencing equipment at NAFED Head Office and Branches.
- E. Comprehensive Annual Maintenance contract shall include supply, replacement of all defective parts/components and firmware up gradation by Contractor free of cost.
- F. Services shall consist of Comprehensive Preventive & Breakdown Maintenance and include carrying out all necessary repairs, provision for supplies/fittings and replacement of defective parts/systems/subsystems.
- G. The contractor shall provide maintenance services for VC systems /AV systems normally during business hours i.e. 9.00 AM to 7.00 PM along with onsite Technical Support Services, at premises of NAFED, to keep the all VC equipment (End points – With Codec, Camera Mics and Remote, LED etc.) in good working condition
- H. The vendor shall address the problem within 2 hours (on remote or by site visit). In case of replacement of part /system/subsystem of the VC system, contractor shall raise the complaint on Polycom Portal and further shall rectify the problem within timelines defined as per SLA. NAFED will report problem either through phone/fax/email. The contractor shall sign Service Level Agreement (SLA) to provide smooth and seamless VC services at NAFED

- I. The Contractor shall provide training support for Administration and configuration of VC System at NAFED and locations mentioned above twice in the year.
- J. The contractor shall undertake preventive maintenance for testing of VC system commissioned from NAFED, HO and Branches on half yearly basis.
- K. The Contractor shall make changes in the hardware system as per the reliability improvement notice, logic improvement notice, engineering improvement notice issued by manufacturer from time to time in the existing system.
- L. Suitable reports will be submitted to NAFED once in 6 months or intervals as specified by the NAFED.
- M. For provision of the above maintenance services, Service Engineer shall attend to the service calls at various sites within NAFED and Branches as per locations No additional TA/DA is admissible.

TECHNICAL ASSISTANCE:

1. Vendor shall have its own technical assistance and repair centres in India. Vendor shall have sufficient expertise/ resources available and shall produce a proof of infrastructure and expertise / resources availability.
2. On receipt of information of fault, Vendor shall assess the emergency situation and shall provide the technical assistance immediately.
3. Vendor shall have adequate capacity of spare stocks as well as adequate tools and test equipments, etc. to ensure smooth support and for ensuring the time limits for clearing the critical/major faults.

B. **The terms and conditions (Commercial) are as follows:**

1. Contractor shall not subcontract the Video Conferencing maintenance jobs to any outside agency including their franchisee.
2. The contract shall be initially for a period of Three years. After the end of contract period, NAFED will assess the performance and may extend the contract on yearly basis as per the mutual understanding.
3. The contract can be terminated at any time by giving one-month notice to the Contractor in writing at the discretion of this office.
4. For successful Contractor, EMD submitted shall be converted into interest free Security Deposit which shall be refunded to the Contractor on successful completion of the contract.
5. Annual Maintenance Contract (AMC) would be comprehensive i.e., including cost of new /original spares, Accessories and software for proper functioning of all systems. If any part gives repeated problems i.e., 2 repairs in a

maximum period of two-month time then it must be replaced immediately by the contractor with an original new one without any extra cost to NAFED.

6. All complaints / problems reported should be rectified to user satisfaction by the contractor. The Contractor shall ensure 95% uptime of the each equipment. If necessary specialist/consultant would be called by contractor to rectify the problem. The cost will be borne by the Contractor.
7. The penalty for not meeting the up time commitment shall be 1% of AMC charges each day when system was down. Maximum penalty 5% in every half year. The decision of Divisional Head (IT) shall be final in this regard.
10. However, if the contractor provides a stand-by system/subsystem of the similar configuration and quality acceptable to this office on returnable basis, the penalty for the downtime shall be calculated only to the date of providing such systems/subsystems to this office.
11. If the contractor is not able to rectify the fault within the stipulated period of maximum 2 days, it would be open to this office to have the fault rectified through any other source and contractor shall have to bear the expenses so incurred on this account.

GENERAL

1. ELIGIBILITY CRITERIA:

The bidder must follow the eligibility criteria as under:

- I. The bidder should be a Registered Proprietorship/Partnership firm/LLP or a Company incorporated under the provisions of Companies Act.
- II. The bidder must be a profit making company having earned profits for the 2 financial years (2018-19 & 2019-20)
- III. The bidders should have a valid legal entity license for its existence and services and PAN Number and GST number.
- IV. The company should not have been barred / blacklisted / disqualified by any Regulator / Statutory Body / Government Body / Autonomous Body in India. An express disclosure must be made to this effect in a separate letter head of the Company.
- V. The company must not have been declared bankrupt / insolvent or should not have filed for bankruptcy / insolvency in the past five years and/or should not be in the process of being declared bankrupt / insolvent before any designated authority in India.

2. DOCUMENTS ESTABLISHING APPLICANT's ELIGIBILITY:

- a) The following documents are required to be submitted along with the Tender. Non-submission of the documents or submission of incomplete, misleading or false information may render the tenderer liable for out rightly rejection or cancellation of its tender.
 - i. A Certificate of Incorporation of the bidder firm/L.L.P/Company (Documentary Proof to be attached).

- ii. The bidder should OEM, Channel Partner.
 - iii. Copies of Balance Sheets for the years 2018-19 & 2019-20 duly certified by the Chartered Accountant must be submitted.
 - iv. The bidder should provide detail of GST & PAN Number (Documentary proof to be attached).
 - v. The bidder should have at least Five years experience in repairs and maintenance of Video Conferencing system should be enclosed as proof.
 - vi. The minimum annual turnover for each of the past three years should be Rs. 50 lakhs should be enclosed as proof.
- b) NAFED, at its sole discretion, reserves the right of accepting the bid in whole or in part only without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the Tender and the bidder shall be bound to execute the work at the specified rates without any extra charges or compensation within the stipulated period.
- c) The decision of acceptance/rejection of a bid shall solely rest with NAFED. NAFED does not bind itself to accept the lowest bid and reserves to itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to the bidder. Non acceptance of any bid shall not make the NAFED liable for compensation or damages of any kind. NAFED further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by NAFED shall be final and bear no liability whatsoever consequent upon such decisions.
- d) Single bidder
In the event only a single bidder applies or qualifies for the tender, NAFED may accept the same subject to approval of the Competent Authority.

3. **Earnest Money Deposit:**

- a) The Tenders must be accompanied by an interest free Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupees Forty Thousand Only) in the form of Demand Draft/Pay Order/NEFT in favour of **NAFED**, payable at New Delhi. Tender received without Earnest Money Deposit and tender fees shall not be entertained. No interest shall be payable by NAFED on EMD. **Any type of exemption is not allowed.**

BANK ACCOUNT DETAILS FOR TENDER FEE & EMD

RBL BANK A/C No. 309009093946
IFSC Code: RATN0000292

- b) Earnest Money Deposit is liable to be forfeited and bid is liable to be rejected, if the Tenderer withdraws/amends, impairs or derogates from the entire tender process.

C) EMD of unsuccessful Bidder will be released within 45 days after bid opening.

4. Security Deposit & indemnification: The successful bidder, within 10 (Ten) working days from the date of acceptance of its offer, shall furnish to NAFED a Security Deposit of 10% of bid value in the form of BG/DD/RTGS/NEFT only, issued by a scheduled bank in India. EMD of the successful bidder already paid shall be returned/adjusted with/after submission of aforesaid security deposit (SD) by the bidder.
 - a) The security deposit will remain with NAFED throughout the contract period and 2 months thereafter. NAFED shall not pay any interest on the Security Deposit.
 - b) If the successful Bidder, having been called upon by the NAFED to furnish aforesaid Security Deposit fails to do so within the specified period, it shall be lawful for the NAFED to cancel the contract, forfeit the SD.
 - c) If the successful Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for NAFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit (including interest accrued) furnished by the Bidder and to appropriate the Security Deposit furnished by the bidder or any part thereof towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the NAFED.
 - d) NAFED shall have the right to wrest the said security deposit and to forfeit the security deposit and such decision of NAFED shall be final.

5. Other Conditions:

- a) All uploaded documents in CPP Portal must be digitally signed (by authorised signatory) on each page of uploaded file or scanned copy of manually signed and stamped must be uploaded. Every page of the tender shall be signed on the right side bottom corner by the person or persons submitting the tender in token of his/their having acquainted himself / themselves with the general conditions etc. as laid down. Any tender is liable to be treated as defective and rejected, if any of the pages is not signed. No erasures alterations and/or overwriting are allowed. Failure to comply with either of these conditions will render the tender liable for rejection. No request of any change in rate after the opening of the tender will be entertained. The bidder shall submit such signed & stamped copy of complete tender documents along with bid.
- b) Maintenance, Implementation and support must be provided with as part of the Tender.
- c) No extra cost shall be paid by NAFED for supply, service, installation and implementation.
- d) NAFED reserves the right to reject any of the items of implemented solution, if found unsuitable and/or not conforming to the approved specifications at any point of time. The rejected items, if any, shall have to be taken back and replaced forthwith at the cost to be solely and exclusively borne by the vendor.
- e) During AMC period maintenance of Video Conferencing system, all update/upgrade, installing patches and related services shall also be performed at no extra cost to NAFED.

- f) Any inquiry concerning this Tender may be submitted in writing via e-mail to IT Section: itsection@nafed-india.com titled as Enquiry for “Annual Maintenance Contract for Polycom Video Conferencing system”.

6. Payment:

- 6.1 Payment will be released, after satisfactory completion of the every Six months. Advance payment will not be made under any circumstances.
- 6.2 TDS and all applicable taxes will be deducted as per applicable rules.
- 6.3 Payment will be released only suitable reports submitted to NAFED once in 6 months along with invoice.

7. Assignment, Subletting and Outsourcing:

The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer, assign sublet, the contract or any part thereof or interest therein.

8. Prior to the last date for receipt of Bids, the NAFED, may, for any reason, whether at its own initiative or in response at any time to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document shall constitute Revised Tender. The addendum/corrigendum shall be uploaded also on the NAFED website and/or CPP Portal. The Bidders are, therefore, requested to visit the NAFED website& CPP Portal frequently to check for any amendments.
9. NAFED may at any time during the Tendering process but before opening of the technical bid, ask the Bidders to submit revised Technical / Financial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

- 10 **HOLIDAY LISTING:** Refer to annexure-E.

- 11 **Integrity Pact (IP):** Refer to annexure-F.

12 Force majeure

12.1 Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.

- 12.2 It is agreed between the parties that the performance of obligations under this agreement is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- 12.3 Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 12.4 During the continuance of the Force Majeure, **NAFED** reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the **NAFED** may also suspend the agreement for such period as is considered expedient, the
- 12.5 Selected Bidder agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- 12.6 The Selected Bidder agrees and understands that if the Force Majeure condition continues for a long period, then the **NAFED** in its own judgment and discretion, may terminate this Agreement and in such case Selected Bidder agrees that they shall have no right or claim of any nature whatsoever and **NAFED** shall be released and discharged of all its obligations and liabilities under this Agreement

13 **Termination**

Termination shall be dealt in accordance to Termination clause in Service Level Agreement executed post award of work.

14 **APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION**

- 14.1 This contract shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of Republic of India.
- 14.2 All or any disputes arising out or touching upon or in relation to the terms of this contract 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, 1996 or any statutory amendments/modifications thereof for the time being in force, The Arbitration Proceedings shall be conducted by a Sole Arbitrator who shall be appointed with due process of law. The venue and seat of the Arbitration shall be at New Delhi, India and language of arbitration shall be English. It is hereby clarified that during the Arbitration Proceeding the Parties shall continue to perform their respective rights and obligations under the agreement."
- 14.3 There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between NAFED and selected bidders.

Format for TECHNICAL BID

Profile of the Firm

S. No	Particulars	
1.	Company Name	
	Legal Name	
	Full Mailing Address	
	Telephone Number	
	Email Id	
	Website	
	Years in AMC Business	
2.	Details of Establishments	
	Registered Office Address	
	Year of Establishment	
3.	Contact Person	
	Mobile No	
	Email	
4.	Whether Registered. Name the Registering Authority	
5.	Pan No	
6.	GSTIN No.	
8.	Turnover in last three years	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">2018-19</div> <div style="width: 45%;">1.</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">2019-20</div> <div style="width: 45%;">2.</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">2020-21 (Provisional if available)</div> <div style="width: 45%;">3.</div> </div>
9.	Number of similar Projects/AMC completed/ongoing in last two years.	1.
		2.

Yours faithfully,

()
 Signature of Bidder
 (Capacity in which signing)
 Stamp of Firm
 Date:

The Financial bid is submitted below as per the format provided in RFQ.

S. No.	Description of Work (AMC cost)	Qty (Warranty expire in Oct-2021)	Qty (Warranty expire in July - 2022)	Unit Cost (Without tax)	Total Cost (INR) (Without tax)
1	Real Presence Gp 310 720p	8 Nos.	5 Nos.		
2	Real Presence Group 700 720p	1 No.	NA		
3	Eagle Eye Director II with 1 EEIV 12X Camera	NA	1 No.		
4	Eagle Eye Digital Extender	NA	1 No.		
5	Ceiling Mount Motorized Lift	NA	1 No.		
6	AverMedia Recorder CR530IN (with 1 TB HDD)	NA	1 No.		
7	32" LED	3 Nos.	1No.		
8	43" LED	5 Nos.	4 Nos.		
	(L1 deciding figure) Total				

- Taxes as applicable.
- Bidder has to quote for all the line items.

Yours faithfully,

()
 Signature of Bidder
 (Capacity in which signing)
 Stamp of Firm
 Date:

THIS FINANCIAL BID FORMAT IS ONLY FOR REFERENCE,

Annexure A (Details of VC Hardware)

Sl · N o.	Locations	Product	LED	Qty.	Warranty End Date
1	Ahmedabad	Real Presence Gp 310 720p 12X EEIV	32 " LED	1 No.	12-10-2021
2	Bangalore	Real Presence Gp 310 720p 12X EEIV	32 " LED	1 No.	12-10-2021
3	Mumbai	Real Presence Gp 310 720p 12X EEIV	43" LED	1 No.	12-10-2021
4	Jaipur	Real Presence Gp 310 720p 12X EEIV	43" LED	1 No.	12-10-2021
5	Hyderabad	Real Presence Gp 310 720p 12X EEIV	43" LED	1 No.	12-10-2021
6	Lucknow	Real Presence Gp 310 720p 12X EEIV	43" LED	1 No.	12-10-2021
7	Kolkata	Real Presence Gp 310 720p 12X EEIV	32 " LED	1 No.	12-10-2021
8	Head Office	Real Presence Group 700 720p	N/A	1 No.	12-10-2021
9	Indore/Bhopal	Real Presence Gp 310 720p 12X EEIV	43" LED	1 No.	12-10-2021
10	Guwahati	Real presence Group 310-720p 12x 102	43" LED	1 No.	29-07-2022
11	Chandigarh	Real presence Group 310-720p 12x 102	43" LED	1 No.	29-07-2022
12	Kochi	Real presence Group 310-720p 12x 102	43" LED	1 No.	29-07-2022
13	Bhubaneswar	Real presence Group 310-720p 12x 102	43" LED	1 No.	29-07-2022
14	Chennai	Real presence Group 310-720p 12x 102	32 " LED	1 No.	29-07-2022
15	Head Office	Eagle Eye Director II with 1 EEIV 12X Camera	N/A	1 No.	29-07-2022
16	Head Office	Eagle Eye Digital Extender	N/A	1 No.	29-07-2022
17	Head Office	Ceiling Mount Motorized Lift	N/A	1 No.	29-07-2022
18	Head Office	AverMedia Recorder CR530IN (with 1 TB HDD)	N/A	1 No.	29-07-2022

Forwarding Letter

(To be submitted on company's letter head)

To,
The General Manager (IT),
NAFED,
NAFED House, Ashram Chowk,
New Delhi- 11 00 14

Dear Sir,

Sub: Tender for Annual Maintenance Contract for Polycom Video conferencing setup

This is in reference to your above mentioned tender for the Annual Maintenance Contract. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that NAFED reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date: __/__/2021

Authorised Signatory

Name:

Designation:

SERVICE LEVEL AGREEMENT FORMAT

THIS AGREEMENT is made and entered into at New Delhi on this ____ day of _____, 2021 BY and BETWEEN:

National Agricultural Cooperative Marketing Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under the provisions of the Multi State Cooperative Societies Act, 2002, through.....having its Head Office at **NAFED** House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through its _____,

_____, duly authorized, (hereinafter referred to as the "**NAFED**" 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 part

AND

M/S _____, Partnership Firm registered under Indian Partnership Act or a company registered under the provisions of Companies Act of 1956 or, having its Regd Office at _____, through its _____,

Director/Proprietor _____ **S/O** _____ **R/O** _____, duly authorized by the Board Directors of the Company (hereinafter referred to as "**CONTRACTOR**" 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.

RECITALS

WHEREAS:

- A. National Agricultural Cooperative Marketing Federation of India Limited (NAFED), is an apex level organization of marketing cooperatives in India. NAFED is engaged in marketing of agricultural commodities both in the domestic as well as overseas markets with the prime objective of providing marketing support to the farmers to help them fetch reasonable price for their produce.
- B. NAFED operates with its Headquarters at New Delhi and branches and sub-offices located in the state capitals and other important cities across India. A list of all office locations can be accessed from NAFED's website <http://www.nafed-india.com> (contact us page).
- C. **CONTRACTOR** is carrying on business of _____.
- D. AND, the **CONTRACTOR** being successful bidder of RFQ dated.....enters into this Agreement with **NAFED** in terms of clause 14.3 of the tender documents,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, PARTIES HERETO AGREES AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFQ/Conditions of Contract referred to.
- 2) The signed original copy of the RFQ and corrigendum (if any) submitted by the **CONTRACTOR** to the NAFED shall form an integral part of this Contract Form.
 - a. The parties here to by way of abundant precaution do here by agree, admit and declare that all the **CONTRACTOR** representations, warranties and undertakings recorded in the **RFQ** shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this Contract Form.
 - b. Each of the representations, warranties and undertakings of the **CONTRACTOR** contained in the RFQ shall be deemed to have been made as of the date hereof.
- 3) Inconsideration of the payments to be made by the NAFED to the **CONTRACTOR** as herein after mentioned, the **CONTRACTOR** here by agrees and covenants with the NAFED to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 4) The NAFED hereby agrees and covenants to pay the **CONTRACTOR** in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such others umas may be come payable under the provisions of the Contract at the times and in them an ner prescribed by the Contract.

5. Interpretations & Definitions.

Unless the context otherwise requires in this Agreement:

- 5.1 The use of words importing the singular shall include plural and masculine shall **include feminine gender and vice versa**;
- 5.2 Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;

- 5.3 Reference to the words "include" or "including" shall be construed without limitation;
- 5.4 Reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented.
- 5.5 **"Confidential Information"** means any and all information, documentation or knowledge in any form, relating to the business and assets of **NAFED**, not generally known to the public, disclosed to, or which may be obtained directly or indirectly by, the **CONTRACTOR**, or which may be derived in any way by it as a consequence of the performance of its obligations hereunder, including, without limitation, information relating to **NAFED's** present and contemplated products and services; product designs; inventions, improvements; standards, specifications, systems, methods and operating procedures; techniques and modes of manufacturing, compounding or preparing products, formulations and recipes; merchandising, marketing plans and strategies; tests and reports; profits, costs, pricing, product sourcing and sales policies and strategies; buying habits and preferences of present customers of **NAFED** as well as prospective and potential customers, their names and addresses; trade secrets, know-how, data, research and development; patent, trade-mark, copyright, industrial design and all other intellectual property and proprietary rights and shall also include terms of this Agreement;
- 5.6 **"Person"** means any person, individual, firm, association, syndicate, partnership, joint venture, trustee, trust, corporation, division of a corporation, unincorporated organization or other entity or a government agency or political subdivision thereof;
- 5.7 **"Term"** means the term of this Agreement as set forth in Article 2 comprising the Initial Term and any Renewal Term;

6. Roles & Responsibilities of CONTRACTOR

Roles, responsibilities and important terms and conditions are mentioned in tender document. It shall be incumbent upon **CONTRACTOR** that the terms mentioned in tender are not exhaustive and they may be changed/added/updated in future, as per the mutual consent between **CONTRACTOR** and **NAFED**.

7. Roles and Responsibilities of NAFED

It shall be responsibility of **NAFED** to provide all necessary approvals, support, consents and documents to **CONTRACTOR**.

8. Change in scope of work.

It shall be incumbent upon **CONTRACTOR** to meet out and fulfil any addition/alteration in the scope of work as and when required in order to meet out any requirements / specifications of user/s of **NAFED**. Such additions/alterations shall suitably be compensated to **CONTRACTOR** upon mutual deliberations.

9. **Completeness of the contract**

The contract between **CONTRACTOR** and **NAFED** shall be deemed as complete only if **CONTRACTOR** provides AMC Services to NAFED as per the original RFQ, corrigendum, this agreement and any future addendum to this agreement up to the satisfaction of **NAFED**.

10. **Termination.**

10.1 **Termination for breach:** If either of the party is in breach of this Service 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 the service agreement by giving written notice.

10.2 **Termination by NAFED:** The service agreement can be terminated immediately, if the **CONTRACTOR**:

- a) becomes insolvent
- b) becomes bankrupt or incapacitated for more than 30 days
- c) has a change in control (being a change in any person who directly or indirectly exercises control over the **CONTRACTOR**) which the **NAFED** reasonably believe would affect the **CONTRACTOR**'s ability to comply with the service agreement commits a serious or material breach of the service agreement which is not capable of remedy.
- d) behaves in a way that the **NAFED** considers maybe contrary to prevailing community standards, or maybe regarded by the public as unacceptable, or maybe detrimental to the reputation of **NAFED**, if it is continued association with the **CONTRACTOR**.
- e) breaches an essential term of the Service Agreement.
- f) The breaches as above on the part of **CONTRACTOR** will attract liquidated damages to NAFED to the extent of losses/damages suffered by NAFED.

However, NAFED reserves the right to recall or terminate the arrangement before the contract period without assigning any reason whatsoever.

10.3 Upon termination of this Agreement for any reason whatsoever:

- a) **CONTRACTOR** shall promptly return to **NAFED** all Confidential Information and any other materials and documents, intellectual properties given to **CONTRACTOR** and relating to this Agreement or otherwise to the business of **NAFED**;
- b) **NAFED** shall not be liable to **CONTRACTOR** by reason of the proper termination of this Agreement for any damages, whether direct,

consequential or incidental, on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business, arising from such termination of this Agreement; and

- c) If **NAFED** continues to deal with **CONTRACTOR** during infrastructure handover period, after termination of this agreement, such transaction will not be construed as a waiver of any such termination, or as a renewal of this agreement.

10.4 Delay in delivery beyond the specified period;

10.5 Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

and

In addition to the cancellation of contract, NAFED reserves the right to appropriate the damages through encashment of Security Deposit given by the Bidder.

11. **Confidentiality**

11.1 The **CONTRACTOR** shall, at all times, maintain the utmost confidentiality regarding the contents of this AGREEMENT, the arrangements contemplated by this Agreement, any business, technical or financial information, data or knowhow, given to it by the other (hereinafter the "Confidential Information") and shall not provide/disclose or otherwise make available all or any part of such Confidential Information to any person or entity for any personal, business, commercial or other purposes, unless with the prior written consent of such disclosing party.

11.2 Any statement or disclosure that may be required by law or called for, by the requirements of any regulatory authority may be made, subject to the condition that the parties shall provide prior written notice to the other of such requirements, and the statement or disclosure proposed to be made, which shall at all times be no more extensive than is usual or necessary to meet the requirements imposed upon the disclosing party.

11.3 During and after the term of this Agreement, neither party will use or disclose the other party's Confidential Information, except for the purpose of providing, receiving nor using the Services in accordance with this Agreement, or as may be required by law, regulation or court order.

12. **CONTRACTOR** shall submit Non Disclosure Agreement in the format enclosed at Annexure "**NON-DISCLOSURE AGREEMENT**" duly signed by authorized signatory.

13. **Force Majeure**

13.1 Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e.

fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.

- 13.2 It is agreed between the parties that the performance of obligations under this agreement is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- 13.3 Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 13.4 During the continuance of the Force Majeure, NAFED reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the NAFED may also suspend the agreement for such period as is considered expedient, the
- 13.5 CONTRACTOR agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- 13.6 The CONTRACTOR agrees and understands that if the Force Majeure condition continues for a long period, then the NAFED in its own judgment and discretion, may terminate this Agreement and in such case CONTRACTOR agrees that they shall have no right or claim of any nature whatsoever and NAFED shall be released and discharged of all its obligations and liabilities under this Agreement

14. **General Provisions**

14.1 **Governing Laws:** This agreement will be governed and construed in accordance with the laws of the Republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit to the jurisdiction at New Delhi and further agreed that any cause of action arising under this agreement may be brought in the courts at New Delhi.

14.2 **Compliance with Laws, Notifications etc:** That the **CONTRACTOR** confirms that it has entered into this transaction with the full knowledge and understanding of this Agreement and subject to all the laws and notifications and rules applicable to this area, including terms and conditions laid down by the Government of India or any State Govt and the undertakings given by the **NAFED** to the Competent Authority of the Government of India in this regard and that the **CONTRACTOR** has familiarized itself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the **NAFED**.

14.3 **Further Assurances:** The parties hereto shall cooperate with each other, both during and after the term of this agreement, and to execute, when requested,

any other document deemed necessary or appropriate by parties hereto to carry out the purpose of this agreement.

14.4 **Severability:** If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

14.5 **Entire Document:** This agreement together with all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire tender document between the parties relating to the subject matter hereof.

14.6 **Waiver: not a limitation to enforce**

a. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.

b. Any express or implied waiver by the **NAFED** of any default shall not constitute a waiver of any other default by the **'CONTRACTOR'** or a waiver of any of the **NAFED** rights. All original rights and powers of the **NAFED** under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the **NAFED**, and the **NAFED** shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by **NAFED**, and any waiver by the **NAFED** of any breach by the **CONTRACTOR** of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the **'CONTRACTOR'** of the Agreement.

14.7 **NAFED** may sell, transfer and assign any or all of its rights and obligations arising from this Agreement to any Person, upon notice to **CONTRACTOR**, provided that the assignee shall agree in writing to be bound by the covenants and agreements contained herein and so assigned by **NAFED**. Upon such assignment and assumption, **NAFED** shall be under no further obligation hereunder with respect to any of the rights and obligations so assigned. **CONTRACTOR** shall not assign or transfer its rights or obligations under this Agreement or any document relating to this Agreement to any Person without the prior written consent of **NAFED**. This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 18.c shall be void and of not effect.

14.8 **Right to amend terms and conditions;**

- a. **The CONTRACTOR agrees and understands that terms and conditions of the Agreement may be modified/amended by the NAFED in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on parties to this Agreement**
- b. The **NAFED** further reserves the right to correct, modify, amend or change all the Annexure attached to this Agreement and also Annexure which are indicated to be tentative at any time or addendum to this agreement, if any, executed between the parties.

14.9 **Notice:** Any notice, request, demand, consent or other communication required or permitted under this Agreement shall be in writing and shall be given by personal delivery (including courier) by prepaid registered or certified mail or by fax (confirmed by mail) addressed to the party for which it is intended at the address below and shall be deemed to be given on the day of delivery or transmission if during normal business hours, or, if after business hours, on the next following Business Day, or if mailed by registered or certified mail, on the day which is seven (7) Business Days after such notice is mailed during normal postal conditions. In the event of a postal disruption, any notice mailed will be deemed received on the seventh (7th) Business Day following resumption of regular postal service:

- a. if to **NAFED**:
- b. if to **CONTRACTOR**:

Either party may change its address for notices and other communications upon notice to the other party in the manner aforesaid.

14.10 **Entire Agreement;** This agreement together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. No supplement, modification or amendments of this agreement shall be binding unless executed in writing by both parties in this agreement. In the event of conflict of provisions of the main body of the agreement and attached annexure, specification or other materials, this agreement shall take precedence.

14.11 **Place of execution of agreement:** The execution of this agreement will be completed only its execution by the **NAFED** through its authorized signatory at the registered office at New Delhi after the copies duly executed by the **CONTRACTOR** is received by **NAFED**. Hence, this agreement shall be deemed to have been executed at New Delhi even if the same has prior thereto executed this agreement at any place(s) other than New Delhi.

15. **Limitation of liability and indemnities**

1. **CONTRACTOR** hereby agrees to defend, indemnify and hold harmless **NAFED** against any liability, losses, damages or costs (including any legal costs) incurred or suffered by **NAFED** as a result of any breach, negligent act or omission or wilful default on the part of **CONTRACTOR**, or its Representatives arising either directly or indirectly from the performance (or non-performance) by **CONTRACTOR** or any of its Representatives of any obligations under this Agreement.
2. **NAFED** shall not be liable to the **CONTRACTOR** for any special, indirect, consequential, punitive or exemplary damages, including for greater certainty any damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business.
3. The **CONTRACTOR** shall indemnify **NAFED** and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the **CONTRACTOR** in respect of the portal developed etc., whatsoever.

4. Notwithstanding anything to the contrary herein, if **NAFED** notifies **CONTRACTOR** that any of the E-Portal module/services needs to be disabled temporarily or permanently, and **CONTRACTOR** refuses or otherwise fails to do so in a timely fashion, **CONTRACTOR** agrees to indemnify **NAFED**, its affiliates, and their respective officers, directors, employees, agents and shareholders, from and against any and all liability, losses, damages or costs, including legal costs, incurred or suffered by **NAFED** as a result of any such failure or refusal.

16. **MISCELLANEOUS**

16.1 The words “hereof”, “herein”, “hereunder” and similar expressions used in any section of this Agreement relate to the whole of this Agreement (including any schedules attached hereto) and not to that section only, unless otherwise expressly provided for or the context clearly indicates to the contrary. Words importing the singular number only will include the plural and vice versa and words importing the masculine gender will include the feminine and neuter genders and vice versa. The word “including” will mean “including without limitation”.

16.2 The status of **CONTRACTOR** shall be that of an independent contractor. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute **CONTRACTOR** as the agent of **NAFED** for any purpose whatsoever and **CONTRACTOR** shall have no authority or power to bind **NAFED** in any manner whatsoever or to assume or incur any obligation or responsibility, express or implied, for or on behalf of, or in the name of **NAFED**, except as specifically provided for herein. **CONTRACTOR** shall not list, print or display **NAFED**'s name in any manner so as to indicate or imply that there is an employer-employee or a principal-agent relationship between **NAFED** and **CONTRACTOR**. All expenses related to **CONTRACTOR**'s performance of this Agreement shall be borne by **CONTRACTOR** who shall be solely responsible for the payment thereof.

16.3 The failure by either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect its right to require performance at any time thereafter, and no term or provision of this Agreement is deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party to have so waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether expressed or implied, does not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach by such other party of the same or any other provision.

16.4 Time shall be of the essence of this Agreement.

16.5 The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

16.6 The language of all communications between the parties pursuant to this Agreement, including notices and reports, will be the English language.

16.7 This Agreement may be executed in identical duplicate counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument. The delivery by facsimile/e-mail/post of an executed counterpart will be deemed to be valid execution and delivery of this Agreement and

each party hereto undertakes to provide each other party hereto with a copy of the Agreement bearing original signatures as soon as possible after delivery of the facsimile copy.

16.8 **CONTRACTOR** shall make all efforts to resolve the issues within stipulated time.

16.9 Travel, Lodging, Boarding and local conveyance charges for **CONTRACTOR`s** team members visiting any office/location will be borne by **CONTRACTOR**.

16.10 **CONTRACTOR** will not outsource any work to any third party vendor or organisation without written consent of **NAFED**.

16.11 **CONTRACTOR** will not share copy of this agreement to any third party without written consent from **NAFED**. If **CONTRACTOR** wants to participate in any external **RFQ** and require a certificate from **NAFED** certifying the work order, same will be provided to **CONTRACTOR** after written request.

16.12 **CONTRACTOR** shall carry out all changes in functionality on account of changes in applicable legislations / statutes, Rules and notifications (Government Orders), MEITY latest guidelines and Change Requests from **NAFED**.

16.13 **CONTRACTOR** shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by **NAFED** or any agency authorized by it during the terms of Contract until expiry of the performance guarantee/Security Deposit.

16.14 **CONTRACTOR** must maintain absolute confidentiality of the documents/ software collected including electronic media and any other data/ information provided to him for the execution of the work. **CONTRACTOR** should not use the Project data for any purpose other than the scope of work specified in the document and added/amended before signing the contract. **CONTRACTOR** must remove/destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the **CONTRACTOR** is using the data provided by the **NAFED** for personal gain, at any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

17. **Applicable Law, jurisdiction and Dispute Resolution:**

17.1 The agreement shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of New Delhi courts only. The parties agree that the validity, operation and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the Republic of India, and the parties do expressly and irrevocably at torn to the jurisdiction of courts at Delhi and High Court of Delhi with respect to any matter or claim, suit, action or proceeding arising under or related to this Agreement. To the fullest extent permitted by applicable law, **CONTRACTOR** waives and agrees not to assert, as a defence or otherwise, (i) any claim that it is not subject to the jurisdiction (in personam or otherwise) of any such court, (ii) any objection that it may now or hereafter have to the laying of venue in any such court, or (iii) any claim that any action, suit or proceeding has been brought in an inconvenient forum.

17.2 Any dispute concerning the subject matter of this Agreement, or the breach, termination or validity thereof (a "Dispute") will be settled exclusively in accordance with the procedures set forth herein. The party seeking resolution of a Dispute will first give notice in writing of the Dispute to the other party, setting forth the nature of the Dispute and a concise statement of the issues to be resolved. If the Dispute has not been resolved through good faith efforts and negotiations of senior officers or representatives of the parties within thirty (30) days of receipt by the relevant party of the notice of Dispute, such notice will be deemed to be a notice of arbitration and the parties agree to submit the Dispute to the Sole arbitrator mutually agreeable to both parties. In the event that the parties cannot agree on a sole arbitrator, the arbitrator will be appointed in terms of the Arbitration & Conciliation act of 1996 (as amended up-to-date). 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 venue and seat of the arbitration shall be at New Delhi India and language of arbitration shall be English.

17.3 Nothing contained in this clause shall prevent the **NAFED** from seeking interim injunctive relief against the **CONTRACTOR** in the courts having jurisdiction over the parties.

18. Execution

This agreement has been approved by the Competent Authority of **NAFED** vide approval dated _____ in the file _____ and same is being executed for and on behalf of **NAFED** through _____ who has duly been authorized by the Managing Director of **NAFED** vide authorization letter dated _____, which is enclosed herewith as Annexure "Authorization letter of **NAFED**". This agreement is being signed on behalf of **M/S** _____ through its _____ Director/Authorised Signatory _____ S/o _____ who has duly been authorized by the Board of Directors of the Company vide Board resolution dated _____, which is annexed herewith as annexure "Authorization letter of **CONTRACTOR**".

IN witness whereof, we the parties hereto have set and subscribed their respective hand and seal on this Agreement on the day, month, year first as mentioned in the presence of the following witnesses as the intention is to carry the obligation under the agreement.

For **NAFED**

For **CONTRACTOR**

(Authorized Signatory)

(Authorized Signatory)

Witness

1.

1.

2.

2.

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at New Delhi by and between:

National Agricultural Cooperative Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, through..... (hereinafter referred to as the "NAFED" 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 part

AND

M/S. _____, Partnership Firm registered under Indian Partnership Act or a company registered under the provisions of Companies Act of 1956 or 2013, having its office at _____, through its Director/Proprietor _____ resident of _____, duly authorized (hereinafter referred to as "Service Provider" 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.

WHEREAS

A. **M/S.** _____ is carrying on business of _____.

B. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and in-tending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1) Confidential Information and Confidential Materials:

a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party

software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored with-in network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2) Restrictions:

a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.

b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (i) The statutory auditors of the Customer and
- (ii) Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof.

- c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3) **Rights and Remedies**

- a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - (i) Suspension of access privileges
 - (ii) Change of personnel assigned to the job.
 - (iii) Financial liability for actual, consequential or incidental damages
- d. Termination of contract.
- d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4) **Miscellaneous:**

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party,

Disclosing Party does not grant any ex-pressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

f) In case of any dispute, same will be dealt in accordance to dispute resolution clause and SLA.

g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5) **Suggestions and Feedback** (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's con-sent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____, 2021 at New Delhi.

For **NAFED**

For **M/S** _____

(Authorized Signatory)

(Authorized Signatory)

Witness

1.

Witness

1.

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.

Nafed House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi – 110014 (India)

NAFED'S POLICY OF HOLIDAY LISTING/BANNING

**GUIDELINES FOR APPROPRIATE ACTION AGAINST ERRING AND DEFAULTING BIDDERS,
CONTRACTORS,SUPPLIERS, VENDORS, AND SERVICE PROVIDERS**


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ARTICLE-1: INTRODUCTION:

- 1.1. NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD (hereinafter referred to as "Nafed") deals with various Agencies, in the course of various procurement, works and service contracts, who are expected to adopt ethics of highest standard and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken by them. It is not in the interest of Nafed to deal with any agency who commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or contract execution processes.
- 1.2. While participating in the tender and performing under a Contract/Order, the Agencies are required to meet certain standard of integrity and adherence to the terms and conditions of the tender/contract. In case any agency fails to meet the standard benchmark of integrity, it is prudent to put the agency on holiday/banning list for specific periods in order to deter the Agencies from committing such defaults. Such decisions shall be taken after following a laid down process.
- 1.3. Since holiday listing or banning from business dealings involves civil consequences for the agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if submitted by agency, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.4. The meaning of "Black listing", "Holiday Listing" and "Banning" is considered one and the same and shall hereafter be referred to only as "Holiday Listing".


ARTICLE-2: SCOPE

- 2.1. The information for Bidders/Instruction to Bidders and even the General Conditions of Contract generally provide that NAFED shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.
 - 2.2. The procedure of Holiday Listing of Agencies from Business Dealings with NAFED has been laid down in these guidelines.
- 

- 2.3. These guidelines are applicable across NAFED including all its Branches, sub-offices, etc and shall form part of all the tenders. These guidelines shall be published as a separate document in NAFED website and the General Conditions of Contract shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by NAFED and available separately in NAFED website shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by NAFED.
- 2.4. The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

ARTICLE-3: DEFINITIONS.

In these Guidelines, unless the context otherwise requires

- 3.1. **Agency:** Party/Contractor/Supplier/Vendor/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'.
- 3.2. **Competent Authority:** "Competent Authority" shall mean the authority, which is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines.
- 3.3. **Appellate Authority:** The Appellate authority shall be higher than the "Competent Authority".
- 3.4. **Corrupt Practice:** "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- 3.5. **Fraudulent Practice:** "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- 3.6. **Collusive Practice :** "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 

- 3.7. **Coercive Practice:** "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- 3.8. **Contract:** "Contract" shall mean all or any contract awarded to an Agency and shall include Purchase Orders/Works Contract/Service Contract.
- 3.9. **Malpractice :** Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- 3.10. **Mis-Conduct :** "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines.
- 3.11. **Nodal Division:** "Nodal Division" means the Division primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom NAFED has decided to ban business dealings.
- 3.12. **"Tender:** "Tender" shall mean all or any tender and shall include Enquiry, Request for Quotation, Request for Proposal, Notice Inviting Tender, etc.
- 3.13. **Vendor De-listment Committee:** "Vendor De-listment Committee" relevant to the concerned Division/Branch which initiates the holiday listing process would the same as the vendor enlistment Committee.

ARTICLE-4: HOLIDAY LISTING

- 4.1. **Reasons for Holiday Listing:** An Agency may be placed in Holiday List for any one or more of the following circumstances:
- 4.1.1. If the Agency, in the context of its dealings with the Federation:
- a) Has indulged in malpractices ;
 - b) Has submitted fake, false or forged documents / certificates;
 - c) Has substituted materials in lieu of materials supplied by NAFED or has not returned or has unauthorized disposed off materials;
 - d) Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements;
 - e) Has deliberately indulged in construction and erection of defective works or supply of substandard materials/commodities;
 - f) Has not cleared previous dues to NAFED if applicable;
 - g) Has committed breach of contract or has abandoned the contract;
 - h) Poor performance of the Agency in one or several contracts;

- i) Has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by NAFED;
- j) Withdraws/ revises the bid upwards after becoming the L1 bidder;
- k) Has parted with, leaked or provided confidential / proprietary information of NAFED to any third party without the prior consent of NAFED.
- l) Has violated Non-Disclosure Agreement.

4.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:

- a) If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
- b) Any other ground, including transgression of Integrity Pact, which, in the opinion of the Federation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

4.2. Procedure:

4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the "Agency" should be asked to submit within 15 days a written statement in its defence. A performa of Show Cause notice is attached at **Annexure-A**.

4.2.2. The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the concerned Branch/Division which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.

4.2.3. The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the concerned Branch/Division responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.

4.2.4. On preliminary examination of the proposal with attached documents, if the vendor de-listment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.

4.2.5. Thereupon the Show Cause Notice, as approved, will be issued by the concerned Division. Before issuing the Show Cause Notice, concerned



Division should give intimation to the Nodal Division regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Division, shall in turn publish this information in NAFED website for information and reference of all business divisions/all branches across the Federation.

- 4.2.6. On receipt of the explanation from the Agency, the concerned Division/Branch will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department. This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the concerned branch/division's comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.
- 4.2.7. The proposal along with the reply from the Agency would be examined by the Vendor delistment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Division to the Competent Authority for final decision on banning or otherwise.
- 4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :
- a) Approve the proposal for Holiday Listing as such; OR
 - b) Approval the proposal for holiday listing for a period higher than that was recommended, in case the Competent Authority is of the opinion that banning for a longer period is required in view of the gravity of the case; OR
 - c) Approve the proposal for holiday listing for a period lesser than that was recommended, in case the Competent Authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case; OR
 - d) Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.
- 4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned Branch/Division. A draft performa for intimation of Holiday Listing to Agency is at **Annexure B**.

4.2.10. The Holiday Listing process should be completed at the earliest and in any case within 45 days from initiation of case by concerned Branch/Division responsible for invitation of bids.

4.2.11. The Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for NAFED on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

4.2.12. Ordinarily, the period for which as Agency is Holiday listed should not be less than 01 year and should not exceed 03 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No.	Reasons for holiday listing	Period of holiday listing
1.	Indulged in malpractices resulting in financial loss to the Nafed	15 years
2.	Submitted fake, false or forged documents / certificates	3 years
3.	Has substituted materials in lieu of materials supplied by NAFED or has not returned or has unauthorizedly disposed off materials / documents or equipments supplied by NAFED.	15 years
4.	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	3 years
5.	Has deliberately indulged in construction and erection of defective works or supply of substandard materials	3 years
6.	has not cleared NAFEDs previous dues, if applicable	1 year
7.	Has committed breach of contract or has abandoned the contract	3 years
8.	Poor performance of the Agency in one or several contracts	1 year
9.	Has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by NAFED.	1 year
10.	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11.	Has parted with, leaked or provided confidential / proprietary information of NAFED to any third party without the prior consent of NAFED.	15 years
12.	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13.	Transgression of Integrity Pact of Nafed, which, in the opinion of the Nafed, makes it undesirable to deal with the Agency;	3 years

4.2.13. Provision for Appeal

- i. An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority i.e. Managing Director to the Appellate Authority i.e. Business Committee of NAFED within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- ii. Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority.
- iii. On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- iv. After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency.
- v. After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either: (a) Uphold the decision of Competent authority with or without any variation / lesser period of Holiday Listing; OR (b) Annul the order of the Competent Authority.
- vi. Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.
- vii. Order of the Appellate Authority shall be communicated to the Agency by the concerned Branch/Division copy of which shall be given to the Nodal Division. A draft performa for communicating the decision of the Appellate Authority is at **Annexure C**.

4.2.15. Effect of Holiday Listing

- i. No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- ii. If an 'Agency' is put on the Holiday list during tendering :
 - a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD , if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .
 - b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any

submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1.

- c) If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.
- iii. In cases where holiday listing proposal has been initiated by some Branches/Divisions in the Federation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

ARTICLE-5: DECLARATION BY BIDDERS REGARDING HOLIDAY LISTING STATUS:

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by NAFED debarring them from carrying on business dealings with the NAFED or serving a banning order by another Department/Federations. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

ARTICLE-6. REVOCATION OF HOLIDAY LISTING:

6.1. An order for Holiday Listing once passed for a certain specified period shall be revoked as under :

6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Branch/Division Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Division.

6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the Competent Authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

ARTICLE-7: PUBLISHING OF HOLIDAY LISTING INFORMATION IN NAFED WEB-SITE:

- 7.1. Once an order of Holiday Listing of an Agency is passed by the Competent Authority, the said information shall be published in the NAFED web-site, by the Nodal Division/Branch.
 - 7.2. All Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by NAFED.
 - 7.3. All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Division, who in turn shall update the information in the web-site accordingly.
 - 7.4. To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Division should update the information in the NAFED web site, as soon as they get intimation from the concerned Branch/Division, along with copy of proposed show cause notice.
 - 7.5. Nodal Division shall intimate each Instance of Holiday Listing and Revocation to other Department/Federation. Similarly information regarding Holiday Listing, if any received from other Department/Federation shall be communicated by the Nodal Division to the concerned Branch/Division and/or published in the website for reference.
-

Annexure -A

(Proforma of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.

Date.....

To

M/s

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to show-cause in writing within 15 days from the date hereof why you should not be placed on Holiday List and be debarred from entering into any contracts with NAFED for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

Annexure -B

(Performa for Intimation of Holiday Listing)

BY REGD. POST/SPEED POST/COURIER

No.

Date.....

To

M/s

Sub: Intimation of Banning of Business Dealings / Holiday Listing

Dear Sir,

WHEREAS our Show Cause Notice served to you dated WHEREAS, in spite of the opportunity given to you, you have failed to show cause as required / your reply to the show cause notice *(and documents and documentary evidence submitted in support of your reply) has / have been duly considered; (Speaking Order either to agree or rebut the reply furnished by Agency – allegation wise) After considering the allegations made in the show cause notice/your reply to the show cause notice*(and documents and documentary evidence furnished in support thereof) as cited above, it has been decided that business dealings with you will be banned and you are hereby debarred from entering into contracts with NAFED for Years/months, effective from the date hereof.

This order shall have the following effects:

1. No enquiry / bid / tender shall be issued to you nor will the bids submitted by you be entertained;
2. In cases where tenders have already been issued to you and price bids are yet to be opened, the price bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
3. In cases where tenders have already been issued to you and price bids have already been opened, but final decision is pending, your quote will not be considered for further evaluation and finalization of the tender, and BG/EMD, if any, submitted by you shall be returned.
4. In case of ongoing contracts between you & NAFED, (including cases where contract has already been awarded before) you will be required to continue with the execution and perform as per terms of the contract.

In case you are aggrieved by this order, you may file an Appeal before (Indicate here the relevant Appellate Authority), within a maximum of 15 days from the date of receipt of this order. You may represent your case before the Appellate Authority, along with necessary justification. On expiry of the above period of holiday listing, you may approach.....(indicate the concerned Branch/Division), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing. (Give Reasons)

Yours faithfully,

Annexure -C

(Performa for communication of Appellate Decision on Holiday Listing Order)

BY REGD. POST/SPEED POST/COURIER

No.

Date

To

M/s

Sub: Banning of Business Dealings / Holiday Listing- Intimation of decision of Appellate Authority

Ref: 1. Order dated placing M/s on Holiday List by NAFED

2. Your Appeal reference Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Holiday List and your appeal petition reference dt.... on the same. After considering the findings of the Original Authority in order dt....., submissions made by you in your appeal, and the documents/documentary evidences available on record, it has been decided finally that :

- There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Holiday Listing for the period of years/month from the date of order, as ordered by the original Authority is upheld.
- Considering your submissions, the order of Holiday Listing passed by the original authority is upheld, but with a reduction in period of holiday listing for years/months from the date of order of original authority.
- Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority. (***)
Incorporate any one of the above as applicable)

Yours faithfully,

14(3)

ANNEXURE-I

INTEGRITY PACT

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

And

.....a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vides Deed of Partnership dated..... or Proprietorship Firm, thorough 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 PART.....,

PREAMBLE

- A.** The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).
- B.** In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the bidders/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

Article: 1- Commitments of the Principal

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



14(4)

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) /Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.
- a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to



14(5)

restrict competitiveness or to introduce cartelisation in the bidding process.

- c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**
 - e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

Article: 3 - Disqualification from tender process and exclusion from future contracts

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

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Article: 4- Compensation for Damages

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

Article: 5 - Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banking of business dealings".

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

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

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



14(7)

Article: 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Managing Director, Nafed.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential Information' and of 'Absence of Conflict of interest'. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, Nafed and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



14(8)

7. The Monitor will submit a written report to the Managing Director, Nafed within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, Nafed, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, Nafed has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
9. The word "Monitor" would include both singular and plural.

Article: 9 – Pact Duration

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

Article: 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.



14(9)

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

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

(For & on behalf of

(Office Seal)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

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