

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING  
FEDERATION OF INDIA LTD. (NAFED)**

**SIDDHARTHA ENCLAVE, ASHRAM CHOWK, RING ROAD,  
NEW DELHI – 110014**



**Quotations are  
(Invited from Transaction Advisors Empanelled by Infrastructure  
Finance Secretariat Deptt. of Economic Affairs)**

**for**

**Engagement of Transaction Advisor (TA) for implementation of  
Enterprise Resource Planning (ERP) solution for NAFED**

**Closing date and time for Receipt of Bids**

**01-Mar-2024 and 15:00 hours**

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### **DISCLAIMER**

1. NAFED does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ 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 obtain 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 RFQ does not imply that NAFED is bound to select an Applicant or to appoint the Selected Applicant for Engagement of Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED and NAFED reserves the right to accept/reject any or all of proposals submitted in response to RFQ 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 RFQ 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 RFQ document. Such revisions to the RFQ will be made available on the website of NAFED.

## **NOTICE INVITING TENDER (NIT)**

**Tender ref no: HO/IT/ERP/2023-24**

**National Agriculture Cooperative Marketing Federation of India Ltd (NAFED)** invites RFQ for Engagement of Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED. The application form and other terms & conditions may be downloaded from NAFED's website [www.nafed-india.com](http://www.nafed-india.com). Interested parties may submit their bids on or before **01/03/2024 by 3:00 pm in the tender box placed at NAFED HO.**

The information provided by the bidders in response to this RFQ 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 Engagement of Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED. It should not be reused or copied or used either partially or fully in any form.

### **TERMS AND CONDITIONS**

1. Intending bidders may submit given application (duly filled in) **in the tender box placed at NAFED HO** along with required documents to be accompanied with a proof of tender fee of Rs. 1,000/- (Rupees One Thousand Only) + Rs. 180/- GST= Rs. 1180/- in form of NEFT/RTGS and proof of deposit of an interest free EMD of Rs. 50,000/- (Rupees Fifty thousand Only) by way of RTGS/NEFT. Tender fee is non refundable.
2. The bid complete in all respect should be submitted only on or before **01/03/2024 up to 3.00 PM.**
3. There will be a pre-bid meeting on **15/02/2024, 11:00 AM** with interested vendors to address their queries. Final reply will be uploaded on NAFED website, which will be binding to all Bidders.
4. NAFED has constituted a "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 at NAFED HO. Bidders who have submitted their bid may participate in the bid opening.
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 which qualified in technical evaluation.
7. The bidder who receives highest score in combined technical and financial bid evaluation may 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 only on NAFED website at <https://www.nafed-india.com/Home/Tenders> page; interested bidders are requested to keep checking the website for updates.
11. All prospective bidders are requested to attend the pre bid meeting as per the time and venue mentioned in this tender document, if they fail to attend such meeting, it shall be presumed that they waived their rights to participate in pre-bid meeting.
12. Bid Security should be deposited in form NEFT/RTGS bank drawn on National Agricultural Cooperative Marketing Federation of India Ltd (NAFED) payable at New Delhi. The bid security can also be in form of Bank Guarantee or Fixed Deposit Receipt issued in favor of National Agricultural Cooperative Marketing Federation of India Ltd (NAFED).
13. Tender submitted without bid security and tender fee shall summarily be rejected. and no further communication in this regard shall be entertained.
14. In the event of the specified date for the submission and opening of bids being declared a holiday for NAFED, the due date for submission and opening of bids will be the following working day at the appointed time.
15. 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 **01/03/2024, 15:00 hours**.
16. The Bid Documents are not transferable.
17. Nafed may reject all bids without assigning any reason thereof.
18. Any query regarding this NIT may be sent to [itsection@nafed-india.com](mailto:itsection@nafed-india.com). Reply will be furnished as per the provisions of the documents.

-Sd-

**ADDITIONAL MANAGING DIRECTOR (IT)**  
**NAFED**

**Place: New Delhi**  
**Date: 08/02/2024**

### Abbreviations & Definitions

NAFED	National Agricultural Cooperative Marketing Federation of India Ltd
CSP	Cloud Service Provider
SMS	Short Message Service
MSP	Managed Service Provider
SLA	Service Level Agreement
VM	Virtual Machines
Authorized Signatory	The bidder's representative/officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document (later defined as RFQ) presented in Financial Bid, which is supplied with necessary documents and forms, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any firm / agency / company / contractor / supplier / vendor responding to Invitation for Bids and who is participating in the Bid.
Contract	"The Contract" means a legally enforceable agreement entered between NAFED and the selected bidder(s) with mutual obligations.
Day	"Day" means a calendar day.
MeitY	Ministry of Electronics & Information Technology, Government of India
EMD	Earnest Money Deposit.
SD	Security Deposit
GOI	Government of India
Request for Proposal (RFQ)	Request for Quotation (Bid document), is issuing an invitation for suppliers, through a bidding process, to submit a bid on a specific commodity or service.
SLA	Service Level Agreement is an agreement between two parties wherein one is NAFED and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
Services	"Services" means the services to be delivered by the successful bidder and is required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
API	Application Programming Interface
Selected Bidder	The bidder who has participated in this RFQ and has been awarded the work order after combined evaluation.
w.r.t	with respect to

## **Introduction**

(a) National Agricultural Cooperative Marketing Federation of India Limited (NAFED), is an apex organization of marketing cooperatives in India. NAFED is also a Central Nodal Agency for procurement of notified agricultural commodities under Price Support Scheme (PSS). NAFED also procures Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of 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 and ruminative 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 offices locations can be accessed from NAFED's website <https://www.nafed-india.com> (contact us page).

### **1. OBJECTIVE**

Engagement of Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED in a two- bid system i.e., Technical and Financial bids.

### **2. Contract Period**

- a) The contract will be for a period for **3 (three) years**. At the end of the contract period, NAFED will review the situation and decide on renewal of the contract for additional year(s) based upon the mutual discussion between NAFED and successful bidder. However, NAFED reserves the right to recall or terminate the arrangement before the contract period without assigning any reason whatsoever.
- b) In the case of new TA being identified during the contract period, the TA engaged through this RFQ should handover all the project assets and project deliverables as per the instructions of NAFED to the new TA for smooth functioning of the Application without any extra charge and shall provide handover support to new TA for the period of 2 months after the end of contract period.

### **3. Validity Period of Bid:**

Bids shall remain open and valid for acceptance up to **120 days** from the date of opening of Bid.

### **4. Schedule of Selection Process :**

NAFED would endeavor to adhere to the following schedule :

	<b>Event Description</b>	<b>Date</b>
1.	Date of Publication of RFQ	T

2.	Pre-bid Conference	T+5
3.	Last date for receiving queries / clarifications	T+7
4.	Response to queries by NAFED	T+9
5.	Proposal Due Date (PDD)	T+16
6.	Opening of Technical Proposals	On Proposal Due Date
7.	Technical Presentation	T+20
8.	Opening of Financial Proposal	Shall be intimated to the shortlisted bidders
9.	Letter of Award (LoA)	Within 7 days of opening of financial proposal
10.	Signing of Agreement	Within 5 days of LOA

*Days above would mean working days. If any day falls on a holiday, then the next working day shall be considered.*

## 5. Scope of work

### 5.1. The TA shall undertake a comprehensive “as is” feasibility study and “need analysis” for Nafed as an institution in terms of functional, administrative, financial and legal aspects.

- 5.1.1. The TA in interaction with all Divisions of the NAFED at the Head Office (HO) and branch offices will gather the knowledge about the administrative structure, the tasks executed, existing software/portals utilized by division, the process internal/external process flows of all divisions at HO and the Branch offices.
- 5.1.2. The TA shall become familiar with the working of the institution on the basis of which it will prepare all background documentation necessary for the implementation of ERP.
- 5.1.3. While conducting the “as is” study the TA shall study the existing business processes for divisions, branch offices, places of business, the existing digital scenario, file movement process, identify the gaps in the existing systems and suggest ways and measures to fill the gaps.
- 5.1.4. The TA shall conduct a thorough **institutional “need analysis”** of all divisions and branch offices of NAFED based on institution’s strategic objectives and identify the requirements or systems which are to be put in place for better functioning and automation of the processes.
- 5.1.5. The TA shall have consultation with the officers of NAFED, member societies and associates work out and identify the ERP based solutions requirements at NAFED and provide preliminary SRS document and list of tentative modules of ERP.

5.1.6. The TA shall prepare the process and design for the implementation of e-office (online creation, processing and disposal of files) in NAFED which shall include automation of file movements thereby moving towards paper-less system in a manner akin to the e-office of Govt. of India.

5.1.7. The TA shall prepare the process, design and models for the automation of business process of each division including the finance / budget division and their interlinking for better process flow within the system. The financial models suggested must be sufficiently adaptable for use at later stages.

5.1.8. The TA shall also prepare a background note for need and type of subsidiary institutions along with its objects and functions.

5.1.9. The TA shall conduct a one or two day workshop if such need is felt with the officials to explain the final project design once the feasibility study and need analysis is done.

## **5.2: Project Report:-**

5.2.1 The TA shall submit a report on 5.1 and its sub-components. The report shall include the Executive Summary, introduction, project background, approach and methodology to the feasibility study.

5.2.2 The entire need analysis with output specifications contemplated on the basis of need analysis.

5.2.3 The report shall include complete documentation/annexures/flow-charts/study or other documents as deemed fit.

5.2.4 The report comprising of all the above deliverables, must be compiled in a single report (with relevant annexures) and delivered as both electronic and hard copy.

5.2.5 All financial models must be in Excel format and must clearly set out all assumptions made and model outputs.

5.2.6 The “feasibility study” and “need analysis” must be accompanied by a Power Point presentation must be compiled in such a manner that it may help NAFED for decision-making process.

5.2.7 The draft RFQ for engagement of System Aggregator for ERP solution shall also be part of the report.

## **5.3: RFQ for System Integrator to Implement ERP:**

5.3.1 Once the **comprehensive “as is” feasibility study and “need analysis”** feasibility are done, the TA shall **prepare the RFQ** for hiring the System Integrator (SI) for implementing the ERP Solution.

5.3.2 The transaction advisor must prepare a complete set of procurement documents, complying with the tendering systems of NAFED. The documentation must be consistent with the results of the feasibility study and need analysis.

- 5.3.3 The transaction adviser will design a complete procurement plan and process, based on applicable procurement requirements interalia including objective & vision to implement ERP, pre-qualification & technical evaluation criteria, the selection process, scope of work, project plan, SLA, terms and conditions.
- 5.3.4 Advice on mechanisms to maximize the chances of getting the best bids for System Integrator to implement ERP while avoiding unrealistic bids and project vulnerability from overly aggressive bidding.
- 5.3.5 The transaction advisor must ensure that all inferences reached through the feasibility study and need analysis are incorporated into all the financial, commercial and legal documentation, and must assist with drafting the necessary and related correspondence.

**5.4: Management of the procurement process for the hiring of the System Integrator (SI) as per the standards of NAFED.**

- 5.4.1 The TA must give NAFED all the necessary drafting, bidder communication and administrative support necessary for the entire procurement process including designing the complete procurement plan and process based on the requirements.
- 5.4.2 Prepare all the necessary RFQ documentation, including advertising material.
- 5.4.3 The TA shall provide all necessary administrative support to NAFED for the efficient an professional management of the bidding process.
- 5.4.4 The TA shall assist NAFED in final negotiations with the L1 bidder.
- 5.4.5 Once the SI is selected, the TA must ensure that all agreements reached are incorporated into all the financial, commercial and legal documentation and must assist with drafting the necessary and related correspondence.
- 5.4.6 The TA must help the NAFED with all functions related to signing the final agreement with the SI.

**5.5: Project Monitoring:**

- 5.5.1 Review of implementation plan and the timelines submitted by the SI and ensure that the same are aligned with the intent of the RFQ
- 5.5.2 Coordinate within the departments of NAFED in providing the timely information/data to SI.
- 5.5.3 Review the technical & functional documents submitted by SI.
- 5.5.4 Supervise the implementation processes carried out by the appointed SI.

- 5.5.5 Escalation of slippage in implementation timelines; mitigate/ resolution for issues leading to delay in implementation project; and regularization of reasonable slippages.
- 5.5.6 After appointment of SIs, the TA shall Monitor and ensure the compliance of the product/service delivery with intended quantity & quality within defined timeline
- 5.5.7 Review the progress of implementations and provide periodic status updates to the stakeholders
- 5.5.8 Organize Integration testing, unit testing and User Acceptance Tests (UAT) process conducted by SI leading to sign-offs
- 5.5.9 Manage activities of SI as part of Go-live, stabilization and change management
- 5.5.10 Monitor the defined SLAs and report any breach.
- 5.5.11 Coordinate for Technical users training & End Users Trainings as intended by NAFED.

### **5.6: Exit Management:**

5.6.1 The TA shall ensure that thorough testing of all systems / tools is undertaken and it is ensured that they are operational with high efficiency.

5.6.2 The TA shall ensure that the SI has completed the on-boarding of ERP solution in all aspects, all deliverables have been achieved and their sign-off are given in writing with all relevant documents attached.

5.6.3 The SI shall ensure necessary handholding and transition support during its exit.

### **5.7 Close-out Report and Case Study :**

After the implementation of the ERP solution in NAFED, the TA must compile a comprehensive close-out report and a case study report.

### **5.8 TA as the Project Monitoring Unit :-**

After the implementation of the ERP solution in NAFED, the TA shall function as the Project Monitoring Unit (PMU) of NAFED.

Following shall be the role of TA as the PMU:-

- 5.8.1 To render technical assistance for the execution and the management of the schemes and projects implemented by NAFED.
- 5.8.2 Support the capacity-development of key stakeholders.
- 5.8.3 Working on improved on-field techniques with specific focus on the use of advanced technology
- 5.8.4 Efficient and transparent implementation of schemes of NAFED with a focus on improved service delivery.
- 5.8.5 Strengthening systems and processes for improved services for users and stakeholders across the whole system.

- 5.8.6 Strengthening the technical backbone by facilitating the use of integrated, dynamic, and interactive IT platforms and development of innovative data-driven approaches.
- 5.8.7 Assisting NAFED with day-today tasks of preparing of presentations , reports, data-analytics .

## **6. Broad Roles & Responsibilities of the System Integrator selected :-**

- 6.1 Planning and Implementation/customization of ERP applications/ products / solutions.
- 6.2 Integration of all applications/software's for various services on the new ERP platform.
- 6.3 Automation of all processes under a single platform.
- 6.4 Migration of all data from the existing applications to ERP.
- 6.5 Operations and maintenance of the proposed solution for the entire contract period.
- 6.6 Go-Live along with deployment of manpower as necessary.
- 6.7 Deployment and supervision of personnel required for the successful completion of the project
- 6.8 Capacity building and training.
- 6.9 Post implementation support.

## **7. Roles and Responsibilities of the Transaction Advisor :-**

- 7.1 TA will be required to share status of work on periodic basis as per the formats & interval mutually decided by NAFED and TA.
- 7.2 TA shall share updated resume of all the team members involved in project to NAFED, as per the required technical manpower desired in original RFQ.
- 7.3 TA shall put in place a 3 level escalation mechanism whereby any request / complaint not addressed by the TA team shall get escalated to higher level:

Sl no	Level	Name	Designation	Phone number	Email
1	Level 1				
2	Level 2				
3	Level 3				

## **8. Project Timeline & Resource Requirement :-**

T0 = Date of Award of the tender

SN	Phase	Activity	Timeline	Resource type
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1.	Phase 1 : Pre-Implementation	Feasibility study & Need Analysis	T1=T0+5 months	1. Project manager / PMU consultant - 1
2.		Detailed Project Report including draft RFQ		2. Team Leader – 1
3.		Finalisation of RFQ		3. Procurement Experts – 1
4.		Bid Process Management for ERP		4. ERP Expert – 1 5. Solution Architect – 1 6. Business Analyst – 1 7. SME`s - 2
5.	Phase 2 : implementation	Implementation of ERP Solution by SI.	T2=T1+3 months	1. Project manager / PMU consultant - 1 2. Team Leader – 1 3. ERP Expert -1 4. Business Analyst - 1 4. SME`s (on need basis)
6.		a)Post Implementation handholding & Operation & Maintenance of ERP by SI.  b) TA to function as PMU	Till contract period .	1. Project manager / PMU consultant - 1 2. Team Leader – 1 3. BA & SME`s (on need basis)

## 9. Minimum Eligibility Criteria

### 9.1 Technical capacity and Minimum Qualification:

S no.	Minimum Qualification Criteria	Documentary Evidence to be Provided
A.	Empanelled Transaction Advisors designated by infrastructure Finance Secretariat, Department of Economic affairs, Ministry of Finance, letter no. 2/3/2021-PPP dated 1 <sup>st</sup> July 2022.	The bidder shall submit empanelment letter copy along with Bid. The Intending Bidder shall also submit Certificate of Incorporation, Memorandum of Articles of Association and a Board Resolution in favour of authorized signatory, duly certified by a Company Secretary. In

		support of this, the bidder shall produce a certificate in the Performa prescribed at <b>Annexure – D</b>
<b>B.</b>	Bidder must have successfully completed Transaction Advisory services for at-least <b>three</b> government State/ Central /PSU/ Autonomous organization`s in the last 5 years.	The bidder must provide supporting documentation for the same.
<b>C.</b>	The bidder shall have financial turn-over of at least Rs. 50 crores during each of the 3 (Three) Financial Years (i.e.2020-2021 to 2022-2023) in rendering Transaction Advisory services.	Work Orders/ Contracts/ LoI / LoA/ Completion Certificates/Certificate signed by Statutory Auditor or any other relevant document. In support of these criteria, a certificate from Chartered Accountant in the Performa prescribed at <b>Annexure- B</b> shall be submitted
<b>D.</b>	The bidder must have positive financial net worth as on 31-03-2023	The bidder must attach net worth certificate duly certified from the chartered accountant to support the same. The bidder shall provide certified copies (by Chartered Accountant) of Audited Profit & Loss Account, Income Tax Returns and Balance sheet for the 3 specified financial years (i.e. FY 2020-2021 to 2022-2023).
<b>E.</b>	The bidder shall have PAN and GSTIN No. in its name.	The bidder shall provide the copies of the same duly certified by the chartered .
<b>F.</b>	The bidder should not be involved in any major litigation that may have an impact or affecting or compromise the delivery of services to NAFED.	The bidder shall provide a declaration on letter head.
<b>G.</b>	The bidder should have experience in setting up PMU for similar projects.	Work Orders/ Contracts/ LoI / LoA/ Completion Certificates/Certificate signed by Statutory Auditor or any other relevant document.

## 9.2 Key Personnel for the Project (The Team) :

- 9.2.1 The TA shall undertake to make available, the **“Key Personnel”**, meeting the specified requirements throughout the tenure of such assignment. If required, TA shall deploy additional resources to complete the work within the timelines mentioned in the RFQ. NAFED shall not pay any additional cost to company for the additional manpower deployed by TA.
- 9.2.2 If the additional manpower is deployed by the agency based on NAFEDs request, the payment of such additional manpower shall be done as per the monthly rate card in the financial bid along with the milestone payment as per the duration of additional manpower deployed.
- 9.2.3 The bidder must have, on its payroll (as on date of issue of the tender), minimum technical fulltime manpower as specified in table below. The manpower shall be required dedicatedly through-out the duration of contract and shall be stationed at the NAFED HO.
- 9.2.4 The deployed manpower shall carry their own laptops, printers, scanners etc to the office space provided by NAFED. The laptops should be pre-installed with necessary software's with valid licenses. NAFED shall provide internet connectivity and sitting space only.
- 9.2.5 The bidder should have a team of minimum 1000 employees on its payroll. Supporting document from EPFO/CA certificate should be provided.
- 9.2.6 The bidder shall attach resumes of the proposed team as per the below table. The Key Personnel shall be called for personal interaction by the IT division NAFED before their deployment.
- 9.2.7 The bidder is obligated to guarantee the deployment of the proposed manpower throughout the evaluation period. In the event of any alterations to the workforce arising from unforeseen circumstances, NAFED will summon revised personnel for a personal interaction, permitting only successful candidates to replace existing manpower.
- 9.2.8 The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws / act as applicable from time to time with regard to personnel engaged by the contractor from the department. Further, the bidder shall provide the proof of deposit of contributions towards EPF/ESI etc. of each employee deployed each month and also submit copy of annual return giving complete list with all details with their universal account number.

SN	Designation/number	Profile & Experience	Roles & Responsibilities
1.	Project Manager / Project Monitoring Consultant  (01)	MTech/MCA/B.Tech/B.E.  Minimum of 12 years of experience in managing similar projects.	a. Overall monitoring of the implementation so as the project timelines are met by the SI b. Undertaking periodic reviews c. Implementing a solid project management strategy for task interdependency d. Managing project risks, contingency and mitigation plans.
2.	Team Leader (1)	M.B.A./MTech/B.Tech/B.E.  Minimum 10 years He should have led the team for transaction advisory of at least 5 (five) such assignments.	a. Experience as a Team Leader for similar assignments with proven functional & technical expertise. b. Overall responsible for the TA's performance. c. Client management & communication. d. Project Governance. a. Formulizing deployment methodology
3.	Procurement Expert  (1)	M.B.A./MTech/B.Tech/B.E.  Minimum 5 years' experience in procurement, contract management.	a. Support in preparation of the RFQ as per the central procurement guidelines as well as on GeM platform b. Support in evaluation of the SI bids c. Preparation of the contract and support client in getting the same signed
4.	ERP Expert  (1)	MTech/B.Tech/B.E.  Minimum of 10 years of experience in implementation of ERP	a. Manage complete lifecycle of ERP implementation b. Ensure that the implemented ERP meets the business requirement of the client c. Prepare test cases for testing the ERP solution d. Support in training of the client.
5.	Solution Architect  (1)	MTech/B.Tech/B.E.  Minimum of 10 years of experience in designing and development of online applications.	a. Design the overall ERP implementation strategy b. Understand the technology stack being implemented c. Design the technical specifications of the ERP solution d. Evaluate all the technical documents submitted by the SI

			b. Hardware sizing and hosting
6.	Business Analyst  (1)	MTech/B.Tech/B.E.  Minimum of 7 years of experience in requirement gathering, documentation.	a. Draft FRS/SRS b. Understand the client's business process and help prepare to-be processes c. Coordinating with various module owners to understand the requirements d. Understand the business logics and functionalities e. Undertake UAT.
7.	Subject Matter Experts (on need basis)  (2)	Minimum of 7 years of experience and degree in the relevant domain. He should have experience in domains such as Legal/Finance& Accounts/HR / Administration etc.	a. To be a part of study during phase 1 and part of PMU during phase 2. b. Provide their domain specific inputs for implementation of the project as a whole.

**Note: NAFED reserves the right to make changes in the profiles of the manpower as per the need of the project**

**10. Offers from following bidders will not be accepted :**

10.1 If the bidder is in the Holiday/Banned list of Govt. Organization/PSU/NAFED (submit declaration as per Annexure F).

10.2 Who are under liquidation, court receivership or similar proceedings

10.3 Joint Bidders / Consortium.

10.4 The bidder or its subsidiaries must not be involved with NAFED related procurement/disposal business of Agri-Commodities or with any organization/subsidiary involved in sale-purchase of commodities with NAFED.

**11. Signing of bids:**

11.1 Person(s) signing the bids shall state in what legal capacity he / they is/or are signing the bids.

11.2 In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid. If Deed of Partnership is not registered, such firm shall not be eligible to participate in this tender process.

11.3 In case of companies, the names of all the Directors/Managing Director shall be mentioned and a self-attested copy of the Board Resolution passed by the

Company authorizing the person signing the Bid to do so on behalf of the Company shall be attached with the Bid along with self-attested copy of the Memorandum & Articles of Association of the Company, certificate of incorporation etc. Such resolution should in clear and unambiguous terms provide the details & identity of the Authorized person and attest his signature.

## **12. Earnest Money Deposit (EMD)**

- a. Bid must be accompanied by cost of tender form (non-refundable) of INR 1,000/- (Rupees One Thousand) + Rs. 180/- GST = Rs. 1180/- by way of NEFT/RTGS, and an Earnest Money Deposit (EMD) of INR 50,000/- (Rupees Fifty Thousands only) by way of RTGS / NEFT/ ELECTRONIC MODE to the NAFED as per following bank details and a proof of payment must be provided along with the technical bid.

### **BANK ACCOUNT DETAILS FOR TENDER FEE**

NAFED  
YES BANK, CHANAKYAPURI, NEW DELHI  
A/C No. 000394600000220  
IFSC Code: YESB00000003

### **BANK ACCOUNT DETAILS FOR EMD & SD**

NAFED  
IDFC FIRST BANK, NEW FRIENDS COLONY, NEW DELHI  
A/C No. 10060654277  
IFSC Code: IDFB0020102

- b. NAFED shall not pay any interest on the EMD. Bids not accompanied by EMD & cost of tender form shall be summarily rejected. In case the bid submitted is non-responsive, the Earnest Money Deposited by the bidder shall stand forfeited.

**Any kind of exemption in EMD or tender fee is not allowed.**

- c. The Earnest Money (without interest) shall be returned to all unsuccessful Bidders as early as possible within a period of 45 days from the date of issue of the contract award letter to the successful bidder. No interest shall be payable on Earnest Money, in any case.

## **13. Security Deposit**

- a. The successful bidder, within 5 (five) 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 DD/RTGS/NEFT/Bank Guarantee only, issued by a scheduled bank in India. EMD of the successful bidder already paid shall be returned/adjusted with security deposit (SD) by the bidder.
- b. The security deposit will remain with NAFED throughout the contract period and 3 months thereafter. NAFED shall not pay any interest on the Security Deposit.

- c. 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 EMD.
- d. 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.

#### **14. Financial bids and payment terms**

The bidders will submit the Financial Bid in the format prescribed in **Annexure C**.

#### **15. Opening of Bids**

The Technical Bids will be opened at NAFED, New Delhi at the fixed time and date indicated in the Bid document/RFQ Inviting offers or any amendments thereof. **Financial Bids of only technically qualified bidders will be opened at the time and place for which separate notice will be given.**

#### **16. Completion Schedule**

(a) The time period of contract is three (3) years from the date of Work order. Any change request in existing functionalities must be completed within stipulated time as mutually discussed with winning bidder and decided after the placing the change request.

(b) The bidder will adhere to the time frame as per the table below for the various activities necessary for completion of scope of work.  $T_0$  is considered as date of acceptance of work order. Work order must be accepted within 2 working days of release of work order.

<b>Activities / Deliverables</b>	<b>Time Frame</b>
Understanding the requirements in details and submission of project plan.	$T_0 + 10$ days
“Feasibility Analysis” & “Need Analysis” which will include Study of complete organization along with all locations, Divisions, Industrial Units etc.	$T_0 + 45$ days
Submission of detailed project report	$T_0 + 55$ days
Release and finalization of RFQ for identification of SI for ERP solution, completion of Process, Award of Contract to SI.	$T_0 + 90$ days
Implementation of ERP with testing and full roll-out.	$T_0 + 210$ days
Post implementation hand holding of the organization as PMU	$T_0 + 29$ months
Operation & Maintenance of ERP by SI	Till Contract Period

**Note:**

1. Days above would mean calendar days.
2. Bidder must deliver the project deliverables as per above timelines. The proposed team must be able to work remotely (work from home) on this project.
3. Failure to complete the project within the prescribed timelines will attract penalty @ 1% (One percent) plus GST of project cost for each delayed week for each milestone; subject to maximum of 10% + GST penalty per milestone. If the selected bidder fails to complete the project milestone, even after 10 weeks of deadline, then his SD will be forfeited, contract may be cancelled & appropriate action may be taken as per NAFED policy.

**17. Due Diligence**

The Bidder is expected to examine all instructions, forms, terms and specifications in this **RFQ** and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this **RFQ** with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this **RFQ** and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this **RFQ**. Failure to furnish all information required by this **RFQ** or submission of a Bid not responsive to this **RFQ** in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the NAFED shall not be held responsible. Any decision taken by NAFED as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

**18. General**

- 18.1 The Bidder shall bear all costs for the preparation and submission of the Bid Documents. NAFED shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 18.2 The language of all bid documents shall be English. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NAFED and supporting documents shall be in English.
- 18.3 The Bidder cannot quote for the project in parts.
- 18.4 The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by NAFED.
- 18.5 The Bidder shall submit Only One Original set of the Bid.
- 18.6 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.

18.7 Each page of RFQ and corrigendum (if any) should be stamped and initialed by authorized signatory and should be submitted along with bid.

18.8 The bidder shall be responsible for submitted information and documents.

18.9 MODIFICATION AND WITHDRAWAL OF BIDS: Bidders may note that the NAFED may allow the bidder to modify his/ her bid at any time before the close of the deadline for submission. This action does not require any written approval from NAFED.

## 19. 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.

## 20. Bid Evaluation:

(a) 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. Date and time of opening of the Financial Bids will be intimated to the technically qualified Bidders.

(b) Financial bids of only those bidders who obtain **minimum 70% score** in Technical Evaluation shall be opened on the date and time so intimated.

(c) Evaluation Committee (EC) of NAFED shall open all the tenders received at NAFED HO on **01/03/2024, 3:00 PM**. Bidders who have submitted their bids may participate in the technical bid opening via screen sharing.

## 21. Technical evaluation

(a) The Technical Bids shall be examined with respect to compliance, completeness and suitability of the proposal to the tender requirements and only the bids which are in compliance to the requirements mentioned in the tender shall be considered as technically qualified. The Bidder should provide the information in the technical bid as per the criteria mentioned. The information furnished by the bidders in the technical bid shall be the basis for this evaluation. Each proposal will be examined according to the Project objective, scope of work and understanding of the project and bidders approach to the solution.

(b) The bidders have to submit (ppt/pptx/pdf) and give a Technical Presentation (15-20 minutes duration) in front of evaluation committee at NAFED HO. Supporting documents of presentation must be submitted along with presentation copy on the day of presentation.

(c) The scoring criteria to be used for evaluation shall be as follows :-

Sr. No.	Evaluation Criteria	Max Marks	Evaluation Process
1	Experience in rendering Transaction Advisory Service involving complete institutional study for similar purposes in last 3 years. Showcase & discussion of already deployed ERP solutions.  *marks are based on supporting proof	30	4 Projects or greater than 4 Projects = 30 Marks  3 Projects = 25 Marks  2 Projects = 20 Marks  1 Project = 10 Marks  0 Project = Disqualified
	Experience in rendering TA services for ERP solution (preferred)	10	Max 10 Marks
2.	<b>Profiles proposed for this project</b>  Academic qualifications – degrees and academic institutes of proposed team.	10	Max 10 Marks (Evaluation on the basis of attached profiles)
3.	<b>Proposed methodology and Work Plan</b>  a. Understanding of the objectives of the RFQ: The extent to which the bidder's approach and work plan respond to the objectives indicated in this RFQ.  b. Proposed Project Plan detailing out dependencies and assumptions with action plan and use cases.  c. Proposed Technology Solution, Architecture, logical design, tools for moving ahead.  d Proposed security/innovative parameters (max 10 marks)	40	Max 40 marks (Evaluation on the basis of blue print and presentation)
4.	Experience as a PMU for similar projects	10	Max 10 marks (Evaluation on the basis of blue print and presentation)
	<b>Total</b>	<b>100</b>	

(e) A proposal will be considered unsuitable and will be rejected if it does not respond to important aspects of RFQ Document.

## **22. Evaluation of Financial Proposal:**

22.1 Financial proposal of those bidders who qualify the technical evaluation will only be opened. A minimum of 70 (Seventy) marks / points have to be scored to qualify the technical evaluation.

22.2 Financial score of the individual bidder is calculated as

**Financial Score, SF =  $100 \times (FM/F)$**

In which FM is the Lowest Price, and F is the price of the proposal in Rupees under consideration.

## **Combined Evaluation of Technical and Financial Bids**

Proposals will be ranked according to their combined Technical (ST) and Financial (SF) Scores using the weights

- a) TP = the weight given to the Technical Proposal;
- b) FP = the weight given to the Financial Proposal;
- c) (TP+ FP = 1).
- d) The weights given to the Technical Proposal will be TP= 0.7
- e) The weights given to Financial proposals will be FP= 0.3
- f) The total combined score will be calculated using the following formula:

$$S = (0.7*ST) + (0.3*SF)$$

The final scores computed for each Technical and Financial bids will be rounded to the nearest whole number. In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked first. After such final ranking, the firm achieving the highest rank will be invited for negotiations.

## **23. Award of Contract:**

The contract shall be awarded to the successful Bidder with highest Combined Score (S) by way of issuance of acceptance letter by NAFED by post/e-mail/hand delivery under acknowledgment and the bidder shall immediately act upon such acceptance letter.

## **24. Commencement of Services**

(a) The successful bidder shall commence the Services immediately after acceptance of work order. It shall be incumbent upon the successful bidder to enter into a Service Level Agreement with NAFED to carry out awarded work after completion of tender process and before commencement of awarded work. The SLA as per **Annexure J** - is model Service Level Agreement; it may change/modify by Nafed before execution by the successful /selected bidder.

(b) In the event that the successful bidder fails to sign the contract with NAFED within specified time or withdraw his offer within the validity period or fails to accept the order for any reason whatsoever then the earnest money deposited by the bidder shall be forfeited.

## 25. PAYMENT TERMS AND SCHEDULE

The primary pay out shall be the deliverable/milestone-based fee payable to the Agency.

Activities / Deliverables	Time Frame	Payment (%)
Understanding the requirements in details and submission of project plan.	T <sub>0</sub> + 10 days	10 % of Project Cost
“Feasibility Analysis” & “Need Analysis” which will include Study of complete organization along with all locations, Divisions, Industrial Units etc.	T <sub>0</sub> + 45 days	15 % of Project Cost
Submission of detailed project report	T <sub>0</sub> + 55 days	
Release and finalization of RFQ for identification of SI for ERP solution, completion of Process, Award of Contract to SI.	T <sub>0</sub> + 90 days	15 % of Project Cost
Implementation of ERP with testing and full roll-out.	T <sub>0</sub> + 210 days	30 % of Project Cost
TA as PMU	Spread to Remaining period of contract as referred in payment column.	20 % of Project Cost 4 tranches of 5% each on periodicity of 4 equal intervals (6 months) with first trench payable after T <sub>0</sub> + 365 days.
After Technical closure of contract		10 % of Project Cost

**Note: All Payments will be subjected to applicable taxes**

- No advance payment shall be made by NAFED.
- The payment will be made only after successfully reaching the above milestones /submission of deliverables.
- The selected bidder shall obtain clearance from NAFED for deliverables and completion of milestone before raising invoices.
- All expenses (such as travelling, lodging etc) related to the timely completion of the project have to be included in the financial bid itself by the bidder.
- If the additional manpower is deployed by the agency based on NAFEDs request, the payment of such additional manpower shall be done as per the monthly rate card in the financial bid along with the milestone payment as per the duration of additional manpower deployed.

## 26. General Provisions:

- 26.1 **Governing Laws:** This tender process 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 intending bidder and NAFED agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this tender process may be brought in a court at New Delhi.
- 26.2 **Non-Disclosure Agreement:** The selected bidder will be required to execute a non-disclosure agreement with NAFED as per Annexure I.
- 26.3 **Severability:** If any provision of this tender document 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.
- 26.4 **Entire Document:** This tender document together 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.
- 26.5 **Integrity Pact:** Refer to annexure-M.
- 26.6 **Holiday Listing:** Refer to annexure-N.

## 27. Force Majeure

- 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 tender document, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, pandemic, 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 tender document; (h) Any event or circumstances analogous to the foregoing.
- 2) It is agreed between the parties that the performance of obligations under this tender document is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- 3) Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 4) During the continuance of the Force Majeure, NAFED reserves the right to alter or vary the terms and conditions of this tender document or if the circumstances so warrant, the NAFED may also suspend the tender document for such period as is considered expedient, the 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.
- 5) The 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 tender and consequent contractual obligation and in such case 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 tender.

## **28. Limitation of liability and indemnities**

1. BIDDER 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 BIDDER, or its Representatives arising either directly or indirectly from the performance (or non-performance) by BIDDER or any of its Representatives of any obligations under this tender document.
2. NAFED shall not be liable to the BIDDER 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 BIDDER 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 tender by the BIDDER in respect of the services rendered etc., whatsoever.

## **29. Applicable Law Jurisdiction and Dispute Resolution:**

- a) The RFQ 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.
- b) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. A draft reference agreement document is provided as **Annexure J**, which may be changed in due course, if necessary. Post award of work, the relationship between NAFED and successful bidder shall be governed as per terms and conditions of this RFQ and Service level Agreement executed post award of work.
- c) The dispute between the parties post award of work shall be governed as per Service Level Agreement executed thereafter and terms and conditions written in the RFQ as well as Service Level Agreement shall be read in tandem with each other.

\*\*\*

**Annexure-A****Particulars of bidders**

Name of the Bidder		
1.	Office Address	
2.	Telephone Number	
3.	Fax No.	
4.	Mobile Number	
5.	Email Id	
6. Nature of the Firm i. e., whether Registered Partnership Firm/ LLP, or a Private Limited Company, or a Public Limited Company in corporate in India or a Cooperative Registered in India.		
7. Names and contact details of all Partners/Directors/members of Managing Committee of the bidder on the date of submission of Bid. (Separate sheet may be attached)		
a) Name of the Contact Persons authorized		
b) Telephone No.		
c) Mobile No.		
d) Email ID		
PAN No. of Bidder (enclose a scanned copy of PAN Card of the firm)		
GSTIN No. (enclose a scanned copy of proof of GSTIN number of the firm)		
Details of Bidders Bank Account	Account Name	
	Bank Name & Branch	
	Account Number	
	IFSC	

Date:

Place:

**Annexure-B****Certificate for Financial Turn-over**

Certified that \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ has been having an average financial turn-over of at least Rs. 50 crores during each of the 3 Financial Years. The details are as under:

<b>Financial Year</b>	<b>Financial Turn Over (Rs. Lakh)</b>	<b>Financial Net Worth (Rs. Lakh)</b>
2020-21		
2021-22		
2022-23		

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the NAFED. The certificate is true and correct to the best of my knowledge and belief.

Signature:	
Name of the person signing:	
Designation:	<b>Chartered Accountant only</b>
Name of the firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	

Date:

Place:



**Annexure-C****Schedule of Financial Bid (BOQ)**

To  
The Additional Managing Director (IT),  
NAFED, New Delhi

Sir,

1. We submit the Financial bid for “Engagement of Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED.
2. We have thoroughly examined and understood all the terms & conditions as contained in the Bid document and agree to abide by them.
3. We have enclosed a copy of bid document signed by authorized signatory as a token of acceptance of the bid document terms and conditions.
4. We hereby offer to provide services of as Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED
5. The Financial bid is submitted below as per the format provided in RFQ.

Sl. No.	Description of Work	Multiplier (M)	Unit Rate (R)	Total Cost (INR) (without taxes) (M*R)	Amount in words
1	Services of as Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED (for 8 months)	1			
2	2 years and 4 months of post implementation support as PMU (for 28 months)	28			
3	Monthly manpower rate of Project Manager / Project Monitoring Consultant	36			
4	Monthly manpower rate of Team Leader	36			
5	Monthly manpower rate of Procurement Expert	5			
6	Monthly manpower rate of ERP Expert	8			
7	Monthly manpower rate of Solution Architect	5			
8	Monthly manpower rate of Business Analyst	8			
9	Monthly manpower rate of per SME (2 SME for initial 5 months)	10			
	<b>Financial Bid (F)</b>				
	<b>TOTAL (in words) :</b>				

All the rates must be quoted in INR and without Taxes

**Project cost = Sum of Serial no 1 to 9 above**

6. We understand that you are not bound to accept the lowest or any bid you may receive.
7. **The agency may be required to deploy additional manpower, if the requirement arises by NAFED. Refer clause 9.2.1 & 9.2.2**

Yours faithfully,

(       )

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

Place:

**AUTHORIZATION LETTER**

On the Company Letter Head

Ref No.

Date:

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOAD OF DIRECTORS  
OF \_\_\_\_\_ ON \_\_\_\_\_ AT \_\_\_\_\_ AT THE REGISTERED OFFICE OF  
THE COMPANY:

Authority for submission of Tender Document at NAFED for Engagement of Transaction  
Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED.

“RESOLVED THAT the consent of Board be and is hereby accorded for Submission of Tender  
Document at NAFED for “Engagement of Transaction Advisor (TA) for implementation of  
Enterprise Resource Planning (ERP) solution for NAFED” for NAFED

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_, S/O Mr. \_\_\_\_\_, Representative of the  
Company be and is hereby authorized to sign, execute and submit the Application and any  
other requisite documents as may be deemed necessary or expedient for the purpose, on  
behalf of the Company.”

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_, S/O Mr. \_\_\_\_\_, Representative of the  
Company has authority to act on behalf of the Company and action taken by them with be  
binding on the Company.

CERTIFIED TO BE TRUE

For

\_\_\_\_\_

(Name of Director)

Director

(Name of Director)

Director

\_\_\_\_\_

Authorized Signatory

**Certificate Regarding Number of Technical Employees**

Certified that \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ is having minimum 1000 total manpower on roll as on **01/03/2024** as specified in table below.

<b>SN</b>	<b>Designation/number</b>	<b>Profile &amp; Experience</b>	<b>Roles &amp; Responsibilities</b>
1.	Project Manager / Project Monitoring Consultant  (01)	MTech/MCA/B.Tech/B.E.  Minimum of 12 years of experience in managing similar projects.	e. Overall monitoring of the implementation so as the project timelines are met by the SI f. Undertaking periodic reviews g. Implementing a solid project management strategy for task interdependency h. Managing project risks, contingency and mitigation plans.
2.	Team Leader (1)	M.B.A./MTech/B.Tech/B.E.  Minimum 10 years He should have led the team for transaction advisory of at least 5 (five) such assignments.	e. Experience as a Team Leader for similar assignments with proven functional & technical expertise. f. Overall responsible for the TA's performance. g. Client management & communication. h. Project Governance. c. Formulizing deployment methodology
3.	Procurement Expert  (1)	M.B.A./MTech/B.Tech/B.E.  Minimum 5 years' experience in procurement, contract management.	d. Support in preparation of the RFQ as per the central procurement guidelines as well as on GeM platform e. Support in evaluation of the SI bids f. Preparation of the contract and support client in getting the same signed
4.	ERP Expert  (1)	MTech/B.Tech/B.E.  Minimum of 10 years of experience in implementation of ERP	e. Manage complete lifecycle of ERP implementation f. Ensure that the implemented ERP meets the business requirement of the client g. Prepare test cases for testing the ERP solution h. Support in training of the client.

5.	Solution Architect  (1)	MTech/B.Tech/B.E.  Minimum of 10 years of experience in designing and development of online applications.	e. Design the overall ERP implementation strategy f. Understand the technology stack being implemented g. Design the technical specifications of the ERP solution h. Evaluate all the technical documents submitted by the SI d. Hardware sizing and hosting
6.	Business Analyst  (1)	MTech/B.Tech/B.E.  Minimum of 7 years of experience in requirement gathering, documentation.	f. Draft FRS/SRS g. Understand the client's business process and help prepare to-be processes h. Coordinating with various module owners to understand the requirements i. Understand the business logics and functionalities j. Undertake UAT.
7.	Subject Matter Experts (on need basis)  (2)	Minimum of 7 years of experience and degree in the relevant domain. He should have experience in domains such as Legal/Finance& Accounts/HR / Administration etc.	c. To be a part of study during phase 1 and part of PMU during phase 2. d. Provide their domain specific inputs for implementation of the project as a whole.

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the NAFED. The certificate is true and correct to the best of my knowledge and belief.

Signature:	
Name of the person signing:	
Designation:	<b>(Company Secretary/Chartered Accountant) only</b>
Name of the Company/Firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	

Date

Place

**Declaration format**

(To be submitted on the Letterhead of the Bidder)

To,  
Additional Managing Director (IT)  
NAFED

Dear Sir/Madam,

We confirm that our company is not blacklisted as of today for any fraudulent actions by NAFED or by any state/central Government institution or any Public Sector Organization.

We are not under liquidation, court receivership or similar proceedings

We aor any of our subsidiaries are not involved with NAFED related procurement/disposal business of Agri-Commodities or with any organization/subsidiary involved in sale-purchase of commodities with NAFED.

It is hereby further confirmed that we are duly empowered and entitled to act on behalf of our company/ corporation/ firm/ organization including to sign this document as well as such other documents, which may be required in this connection.

On behalf of [Service Provider's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Service Provider:

**List of Documents to be submitted with technical bid:**

<b>Serial no.</b>	<b>List of documents</b>	<b>(Page no.)</b>
1	Self -attested & stamped copy of the prescribed Bid document comprising of Part- A complete in all respect along with all Attachments including Appendices, Annexure, and Supporting Documents etc. duly filled and signed on each page by the Bidder.	
2	Self -attested & stamped copy of documents in support of the Minimum eligibility criteria stipulated in the Bid Document	
3	Self -attested & stamped Proof of payment of Tender fee by RTGS / NEFT/ ELECTRONIC MODE.	
4	Self -attested & stamped Proof of payment of EMD RTGS / NEFT/ ELECTRONIC MODE	
5	Self -attested & stamped "Particulars of Bidder" as prescribed	
6	Self -attested & stamped Declaration as per specified format	
7	Self -attested & stamped Certificate of Incorporation, Memorandum& Articles of Association and certificate of incorporation of company, etc. as applicable	
8	Self -attested & stamped Power of Attorney in respect of Authorized signatory for signing the bids,	
9	Self -attested & stamped Resolution passed by the Company authorizing the person signing the Bid to do so on behalf of the company, if applicable	
10	Self -attested & stamped copy of PAN card of the firm.	
11	Self -attested & stamped copy of proof of GST registration number of the firm	
12	Self- attested copy of duly audited P&L Account and Balance Sheet of last 3 financial years i.e.2020-21, 2021-22 & 2022-23.	
13	Self Attested& stamped copy of RFQ	
14	Supporting Documents for experience and work orders	

**Pre-Bid Queries Format****Name of the Company/Firm:****Address of the Company/Firm:****Name of Person(s) Representing the Company/ Firm:**

<b>Name of Person</b>	<b>Designation</b>	<b>Email-ID</b>	<b>Contact No.</b>

**Query / Clarification Sought:**

<b>Sl.No.</b>	<b>RFQ Page No.</b>	<b>RFQ Clause</b>	<b>Point</b>	<b>Query/ Suggestion/Clarification</b>

**Note:** - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by NAFED.



**Annexure-I****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 or LLP registered under the provision of Limited Liability Partnership Act of 2008, 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 \_\_\_\_\_, 2024 at New Delhi.

For **NAFED**

For **M/S\_\_\_\_\_**

(Authorized Signatory)

(Authorized Signatory)

### **Witness**

1.

1.

2.

2.

**SERVICE LEVEL AGREEMENT FORMAT**

**THIS AGREEMENT is made and entered into at New Delhi on this \_\_\_ day of \_\_\_, 2024 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, 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 "**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.

**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. **SERVICE PROVIDER** is carrying on business of \_\_\_\_\_.
- D. AND, the **SERVICE PROVIDER** being successful bidder of RFQ dated.....enters into this Agreement with **NAFED** in terms of clause 19 (b) of the tender documents, whereby **SERVICE PROVIDER** will \_\_\_\_\_

**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 **SERVICE PROVIDER** to the NAFED shall for an integral part of this Contract Form.
  - a. The parties here to by way of abundant precaution do hereby agree, admit and declare that all the **SERVICE PROVIDER** representations, warranties and undertakings recorded in the **RFQ** shall be deemed to be incorporated and adopted herein by reference to constitute and foreman integral part of this Contract Form.
  - b. Each of the representations, warranties and undertakings of the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** as herein after mentioned, the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** 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 of her sumas may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

## **6. 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 **SERVICE PROVIDER**, 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;

### **7. Roles & Responsibilities of SERVICE PROVIDER**

It shall be incumbent upon **SERVICE PROVIDER** that the terms mentioned in the RFQ and Service level agreement are not exhaustive and they may be changed/added/updated in future, as per the mutual consent between **SERVICE PROVIDER** and **NAFED**.

### **8. Roles and Responsibilities of NAFED**

It shall be responsibility of **NAFED** to provide all necessary approvals, consents and documents to **SERVICE PROVIDER** for obtaining external IT services, cloud etc on **NAFED**'s behalf.

### **9. Change in scope of work.**

It shall be incumbent upon **SERVICE PROVIDER** to meet out and fulfill 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 **SERVICE PROVIDER** upon mutual deliberations.

### **10 .Completeness of the contract**

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

### **11. Termination.**

- 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.



- 2) **Termination by NAFED:** The service agreement can be terminated immediately, if the **SERVICE PROVIDER:**
- 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 **SERVICE PROVIDER**) which the **NAFED** reasonably believe would affect the **SERVICE PROVIDER'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 **SERVICE PROVIDER**.
  - e) Breaches an essential term of the Service Agreement.
  - f) The breaches as above on the part of **SERVICE PROVIDER** 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.

- 3) Upon termination of this Agreement for any reason whatsoever:
- 1) **SERVICE PROVIDER** shall promptly return to **NAFED** all Confidential Information and any other materials and documents, intellectual properties given to **SERVICE PROVIDER** and relating to this Agreement or otherwise to the business of **NAFED**;
  - 2) **NAFED** shall not be liable to **SERVICE PROVIDER** 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
  - 3) If **NAFED** continues to deal with **SERVICE PROVIDER** 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.

### **12. Confidentiality**

- 1) The **SERVICE PROVIDER** 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.
- 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.

- 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.
- 4) **SERVICE PROVIDER** shall submit Non Disclosure Agreement in the format enclosed at Annexure "**NON-DISCLOSURE AGREEMENT**" duly signed by authorized signatory.

### **13. Force Majeure**

- 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.
- 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.
- 3) Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 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
- 5) **SERVICE PROVIDER** 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.
- 6) The **SERVICE PROVIDER** 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 **SERVICE PROVIDER** agrees that the 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. Holiday Listing**

The bidders/contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and

sincerity towards the work undertaken and dealing with NAFED in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. NAFED shall have the right to remove from the 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. 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.

### **15. General Provisions**

15.1 **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.

15.2 **Compliance with Laws, Notifications etc:** That the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** has familiarized itself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the **NAFED**.

15.3 **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.

15.4 **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.

15.5 **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.

15.6 **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 **SERVICE PROVIDER** 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 **SERVICE PROVIDER** of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the '**SERVICE PROVIDER**' of the Agreement.

15.7 **NAFED** may sell, transfer and assign any or all of its rights and obligations arising from this Agreement to any Person, upon notice to **SERVICE PROVIDER**, 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. **SERVICE PROVIDER** 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.

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

a. **The SERVICE PROVIDER 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.

15.9 **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 (7<sup>th</sup>) Business Day following resumption of regular postal service:

a. if to **NAFED**:

b. if to **SERVICE PROVIDER**:

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

15.10 **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.

15.11 **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 **SERVICE PROVIDER** 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.

#### 16. **Limitation of liability and indemnities**

1. **SERVICE PROVIDER** 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 **SERVICE PROVIDER**, or its Representatives arising either directly or indirectly from the performance (or non-performance) by **SERVICE PROVIDER** or any of its Representatives of any obligations under this Agreement.
2. **NAFED** shall not be liable to the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** 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 **SERVICE PROVIDER** in respect of the portal developed etc., whatsoever.
4. Notwithstanding anything to the contrary herein, if **NAFED** notifies **SERVICE PROVIDER** that any of the Application module/services needs to be disabled temporarily or permanently, and **SERVICE PROVIDER** refuses or otherwise fails to do so in a timely fashion, **SERVICE PROVIDER** 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.

#### 17. **MISCELLANEOUS**

17.1 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”.

17.2 The status of **SERVICE PROVIDER** 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 **SERVICE PROVIDER** as the agent of **NAFED** for any purpose whatsoever and **SERVICE PROVIDER** 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. **SERVICE PROVIDER** 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 **SERVICE PROVIDER**. All expenses related to **SERVICE PROVIDER**'s performance of this Agreement shall be borne by **SERVICE PROVIDER** who shall be solely responsible for the payment thereof.

17.3 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.

17.4 Time shall be of the essence of this Agreement.

17.5 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.

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

17.7 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.

17.8 **SERVICE PROVIDER** shall make all efforts to finish the work within stipulated time.

17.9 The **SERVICE PROVIDER** will be required to submit the complete deliverables to **NAFED** as per terms and conditions mentioned. **NAFED** or any organization appointed by **NAFED** must be allowed to modify/add the source code, as per the requirements of **NAFED**, for **NAFED**'s own use in future.

17.10 Travel, Lodging, Boarding and local conveyance charges for **SERVICE PROVIDER**'s team members visiting any office/location within Delhi-NCR will be borne by **SERVICE PROVIDER**.

17.11 **SERVICE PROVIDER** will not outsource any work to any third party vendor or organisation without written consent of **NAFED**.

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

17.13 **SERVICE PROVIDER** supplied software system and other services must comply with latest amended Indian IT act 2000, relevant CVC guidelines, STQC guidelines.

17.14 **SERVICE PROVIDER** 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**.

17.15 **SERVICE PROVIDER** 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.

17.16 **SERVICE PROVIDER** 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. **SERVICE PROVIDER** 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. **SERVICE PROVIDER** must remove/destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the **SERVICE PROVIDER** 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.

#### 18. **Applicable Law, jurisdiction and Dispute Resolution:**

18.1 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, **SERVICE PROVIDER** waives and agrees not to assert, as a defense or otherwise, (i) any claim that it is not subject to the jurisdiction (in person am 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.

18.2 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.

18.3 Nothing contained in this clause shall prevent the **NAFED** from seeking interim injunctive relief against the **SERVICE PROVIDER** in the courts having jurisdiction over the

parties.

### 19. **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/Authorized 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 **SERVICE PROVIDER**".

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 **SERVICE PROVIDER**

(Authorized Signatory)

(Authorized Signatory)

### **Witness**

1.

1.

2.

2.



**LETTER OF UNDERTAKING (on the letter head of the bidder)**

To,

Additional Managing Director (IT),  
NAFED, New Delhi - 110 014, India

Subject: **RFQ for Engagement of Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED**

Sir,

This bears reference to NAFED RFQ No. \_\_\_\_\_ dated \_\_\_\_\_. We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this tender Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid and all declarations/undertakings are in the format prescribed.

We warrant that the service do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify/protect NAFED from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any proposal you may receive.

The above document is executed on \_\_/\_\_/2024 at (place) and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -  
Authorized Signatory: -  
Seal of the Organization: -

Date:  
Place:

**Annexure-L****BANK GUARANTEE FORMAT****Format for Bank Guarantee for Security Deposit**

B.G. No.

Dated:

1. In consideration of you, **National Agricultural Cooperative Marketing Federation of India Ltd., NAFED, having its head office at NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi 110014** (hereinafter referred to as the "NAFED" which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of < **NAME OF THE BIDDER** > (a company registered under the Companies Act, 1956/ partnership firm / proprietorship firm) and having its registered/ head office at < **ADDRESS OF THE BIDDER** > (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **"RFQ for Engagement of Transaction Advisor (TA) for implementation of Enterprise Resource Planning (ERP) solution for NAFED"** (hereinafter referred to as "the Assignment") pursuant to the tender process conducted by NAFED, in respect of the Assignment and other related documents including without limitation the agreement and terms & conditions provided/ uploaded along with the tender details (hereinafter collectively referred to as "Bidding Documents"), we **(NAME OF THE BANK) to be filled by bank** having our registered office at ..... **to be filled by bank** ..... and one of its branches at ..... **to be filled by bank** ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause (9) of the terms & conditions provided/ uploaded along with the tender details, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the NAFED an amount of **Rs. \_\_\_\_\_ in figures (Rupees in words)** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the NAFED stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the NAFED is disputed by the Bidder or not, merely on the first demand from the NAFED stating that the amount claimed is due to the NAFED by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. \_\_\_\_\_ in figures (Rupees in words)**

4. This Guarantee shall be irrevocable and remain in full force for a period of     days     from the date of award of contract inclusive of a claim period of days or for such extended period as may be mutually agreed between the NAFED and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the NAFED shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the NAFED that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the NAFED and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other NAFED.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the NAFED shall be entitled to treat the Bank as the principal debtor. The NAFED shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the NAFED, and the Bank shall not be released from its liability under these presents by any exercise by the NAFED of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the NAFED or any indulgence by the NAFED to the said Bidder or by any change in the constitution of the NAFED or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the NAFED to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the NAFED may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NAFED in writing.

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

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

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

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

**16. Notwithstanding anything contained herein :**

- i. Our liability under this Bank Guarantee shall not exceed **Rs. in figures (Rupees in words)**
- ii. This Bank Guarantee shall be valid up to \_\_\_\_\_ and
- iii. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ 2024

Dated this \_\_\_\_\_ at \_\_\_\_\_.

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

By the hand of Mr./Ms ..... (to be filled by bank)....., its ..... (to be filled by bank)..... and authorized official.

(Signature of the Authorized Signatory)  
(Official Seal)



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**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 vide Deed of Partnership dated..... or Proprietorship Firm, through its Director/Partner/Proprietor Mr./Mrs. and having its registered office at ..... (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER 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:-





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- 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





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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.





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**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.





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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.





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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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**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**

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**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.
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- 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.
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- 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 performat 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 debaring 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.
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**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,