



NAFED
60 Years in Service

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

NAFED House, Siddhartha Enclave
Ashram Chowk, Ring Road
New Delhi-110014

**NAFED INVITES PROPOSALS FOR TENDER
IN TWO BID SYSTEM**

FOR

**SUPPLY, INSTALLATION, OPERATION AND MAINTENANCE OF
MILLET VENDING MACHINES AT VARIOUS LOCATIONS ACROSS DELHI-NCR**

TENDER NO.:- NAFED/HO/CMD/TENDER/2022-23/01

Dated: 19th September, 2022

**Manager (CMD)
NAFED House,
Ring Road, Ashram Chowk, New Delhi-110014
Tel.: -011-26340248**

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**SUPPLY, INSTALLATION, OPERATION AND MAINTENANCE OF
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National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), Ashram Chowk, Ring Road, New Delhi-110014 invites sealed Tender for Installation, Regular Product Replenishment and Maintenance of Vending Machines in various Ministries, Government Departments & Offices and PSUs. NAFED, with a view to expand the presence of Millet and Millet based products to customers has intended to join hands with vendors dealing in services relating to installation, maintenance and product replenishment of Vending Machines. Interested parties can submit their application along with copies of all required documents/profile etc. by Post/ Courier or by Hand at NAFED, Head Office on or before the last date and time prescribed in this TENDER which shall be opened in the presence of parties or their authorized representatives on the same date and time as prescribed in this TENDER. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. For any query and clarification kindly contact Manager, Consumer Marketing Division (CMD).

Manager

Consumer Marketing Division, NAFED, 2nd Floor,

NAFED House, Ashram Chowk,

Ring Road, New Delhi -110014 (India)

E-Mail :ranjan@NAFED-india.com,Ph-011-26341810

Section -I
NOTICE OF DISCLAIMER

- a. NAFED invites quotes through this tender on two bid system (technical and financial both) from interested and eligible firms.
- b. The information contained in this tender or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) or any of its employees or officers (referred to as “NAFED Representative”) is provided on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c. No part of this tender and no part of any subsequent correspondence by NAFED, or NAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- d. The tender document has been prepared solely to assist prospective Applicants in making their decision to place their bids against this tender. NAFED does not purport this information to be all-inclusive or to contain all the information that a prospective Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this tender is only indicative and neither NAFED, nor NAFED Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to an Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this tender.
- e. Neither NAFED nor NAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this tender Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to this tender. Applicants have to undertake their own studies and provide their bids.
- f. This tender Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the proposal in relation to which it is being issued.
- g. The information and statements made in this tender document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

- h. The tender Document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender Document.
- i. NAFED reserves the right to reject all or any of the Bids submitted in response to this tender at any stage without assigning any reasons whatsoever.
- j. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter.
- k. NAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information.
- l. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- m. NAFED reserves the right to modify, suspend, change or supplements this tender at any stage. Any change to the tender will be notified on NAFED website by way of corrigendum.
- n. Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or bidder.

End of Section -I

Section -II

INTRODUCTION AND OVERVIEW

INTRODUCTION AND OVERVIEW

- a. National Agricultural Cooperative Marketing Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under the relevant provisions of the 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, (hereinafter referred to as the "**NAFED**").
- b. Hon'ble Prime Minister Shri Narendra Modi Ji declared 2018 the National Year of Millet. With an aim to feed India's expanding population by increasing millet production followed by a boost in its market demand, the campaign soon took the global stage. Recognizing the potential of the movement, United Nations General Assembly (UNGA) adopted this initiative by declaring 2023 as the International Year of Millet to aid in reviving millet cultivation around the world and raising awareness about its health benefits.
- c. Given the initiative's potential for national benefit, Secretary Agriculture recommended a partnership and supports the initiative through the installation of vending machines across the State Bhawans and offices as well as PSUs with the sole goal of popularising the Millet Movement.
- d. In order to make millets a mainstream and popular food grain and make millet-based products more accessible to a larger population and market, along-with celebrating the International Year of Millets in 2023, NAFED under a government funded project, hereby invites quotes through this tender on a two bid system.

End of Section -II

SECTION –III

GENERAL CONDITIONS AND INSTRUCTIONS TO APPLICANTS

1) Important Dates & Time

Particulars	Date & Time
Date of Publishing / uploading of Tender documents on NAFED's Website and CPP Portal.	19 th September, 2022
Pre-bid meeting date.	26 th September, 2022 at 1400 hours (IST)
Last date & time for submission of Technical & Financial documents / offers.	6 th October , 2022 till 1400 hours (IST)
Technical Offer opening date & time.	6 th October, 2022 at 1500 hours (IST)
Financial Offer opening date & time.	Will be intimated to the technically qualified bidders later through email.

2) Pre-Bid Meeting

- a) NAFED will hold an online / offline pre bid meeting, with the prospective bidders at the given time and date (as given in the schedule) to discuss the requirement and purpose of the tender limits. The address for the offline pre-bid meeting is as follows:

**NAFED House, Siddhartha Enclave,
Ashram Chowk, Ring Road,
New Delhi-110014**

The link for the online pre bid meeting for those bidders not opting for offline pre bid meeting will be shared via email.

- i. Any queries regarding the tender can be addressed to Shri Ranjan Kumar, Manager (Consumer Marketing Division), NAFED via e-mail to **ranjan@nafed-india.com** with the subject **"Supply, Installation, Operation and Maintenance of Millet Vending Machines at Various Locations Across Delhi-NCR – Queries"** (e-Mail with any other subject will not be entertained).
- ii. Maximum of one representative of each Bidder shall be allowed to participate in the pre-bid meeting.

3) Scope of Work

Supply, installation, all services related to day-to-day operations and maintenance of 25 vending machines for millet-based products in various Ministries, Government Departments & Offices and PSUs across Delhi-NCR, which may be increased or decreased as per requirements from NAFED. Detailed General and Technical Specifications are mentioned in Annexure-D.

4) Delivery

The Vending Machines are to be delivered and installed on FOR Delhi-NCR basis.

5) Delivery Period

The Vending Machine to be delivered within 30 days of the date of work order from NAFED.

6) Period of Services

The period of engagement of bidder will initially be for 3 years extendable on mutually agreed terms and conditions, on the discretion of NAFED. Contract shall also be liable for termination with 2 months' notice, at the discretion of NAFED, if any lapse or unsatisfactory performance of the successful bidder is noticed.

7) Validity of Prices

Prices shall be valid for 120 calendar days from the date of opening of the bid. A bid valid for a shorter period shall stand rejected.

8) Non-Refundable Participation fee

Interested bidder(s) shall be required to pay non-refundable fee of Rs.5,900/- (Rs. Five Thousand Only Only) (inclusive of 18% GST) for participation in this tender. Fee can be paid through DD/RTGS/NEFT in favour of NAFED as per bank account details given as under: -

NAME OF THE BENIFICERY	: NAFED
ACCOUNT NUMBER	: 000394600000220
NAME OF BANK	: YES BANK
ADDRESS OF THE BANK	: CHANAKYAPURI, NEW DELHI
IFSC CODE	: YESB0000003

DD/ NEFT/ RTGS shall be in favour of National Agricultural Cooperative Marketing Federation of India Ltd., payable at New Delhi towards tender document Fee (Non-Refundable).

9) Earnest Money Deposit:

The Tenders must be accompanied by an interest free Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh Only) in the form of Demand Draft/Pay Order/NEFT/RTGS in favour of NAFED, payable at New Delhi. Tender received without Earnest Money Deposit and tender fees shall not be entertained. No interest shall be payable by NAFED on EMD. No exemption is allowed. DD/ NEFT/ RTGS shall be in favour of National Agricultural Cooperative Marketing Federation of India Ltd., payable at New Delhi as per the bank account details given as under:

NAME OF THE BENIFICERY : **NAFED**
ACCOUNT NUMBER : **309009093946**
NAME OF BANK : **RBL BANK**
ADDRESS OF THE BANK : **DEFENCE COLONY, NEW DELHI-110024**
IFSC CODE : **RATN0000292**

10) Security Deposit & Indemnification

- a. Successful Bidder has to deposit minimum 5% of the order value as security deposit in form of in the form of Demand Draft/Pay Order/NEFT/RTGS/BG in favour of NAFED, payable at New Delhi, within 7 (seven) days of signing the agreement. In case the Bidder/Tenderer fails to execute the work as per the tender Documents/Work Order or fails to deliver the satisfactory services within the contract period, NAFED shall have the right to wrest the said security deposit/and to forfeit the security deposit. No interest shall be payable by NAFED on the security deposit, so held.

DD/ NEFT/ RTGS shall be in favour of National Agricultural Cooperative Marketing Federation of India Ltd., payable at New Delhi as per the bank account details given as under:

NAME OF THE BENIFICERY : **NAFED**
ACCOUNT NUMBER : **309009093946**
NAME OF BANK : **RBL BANK**
ADDRESS OF THE BANK : **DEFENCE COLONY, NEW DELHI-110024**
IFSC CODE : **RATN0000292**

- b. In case of contravention of any of the terms and conditions as stated in the Tender Document /Work Order or if the Bidder withdraws or amends, impairs or derogates from the tender /Work Order in any respect within the period of validity of the tender the security deposit shall be liable to be forfeited. In case Tenderer fails to execute Work Order, NAFED shall have the right to wrest the said security deposit and to forfeit the security deposit and such decision of NAFED shall be final.
- c. In case of any damage or loss caused to NAFED due to breach of terms or conditions of the Tender Document/Work Order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderer or its staff, employees, representatives, agents, the Tenderer shall compensate for the same. NAFED shall have right to adjust the damage / loss suffered by it from the security deposit and / or to charge penalty as decided by NAFED. The Decision of NAFED in this respect shall be final & binding.
- d. Whenever under this Tender Document/Work Order, any sum of money is recoverable from and or payable by the Tenderer, NAFED shall be entitled to recover such sum by appropriating either in part or in whole from the security deposit of the Tenderer. In the event of the security deposit being insufficient, the balance or the total sum recoverable, the case as may be, shall be deducted from any other sum due to the Bidder which at any time thereafter may become due to the Bidder under this or any other Tender/Contract with NAFED. If this sum is not sufficient to cover the

full amount recoverable, the Bidder shall pay NAFED on demand the remaining balance or amount will be deducted from the quarterly payment of the Contractor.

- e. Security will be released to the Contractor after 30 days of completion of the satisfactory tender period.

11) Eligibility Criteria

- a. Bidder should fulfill the following eligibility criteria:
 - i. The Bidder should have been incorporated for at least 3 years from the date of tender.
 - ii. Bidder shall have a minimum of 50 vending machines operational or installed / serving prior to the date of submission of bid.
 - iii. Bidder should have a minimum turnover of Rs. 1 crore during last three financial years.
 - iv. The criteria specified under clauses i., ii. and iii. are not applicable to bidders recognised as “start-up” in accordance with the notification issued by the Department of Industrial Policy & Promotion (DIPP).
 - v. Must be duly registered under Goods and Services Tax (GST) and furnish a copy of the GST registration certificate.
 - vi. Must not have been penalised or blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
 - vii. Bidder should have a valid Permanent Account Number (PAN) issued by the Income Tax Department and furnish a copy of the PAN card issued by the Income Tax Department.

12) Process of submission of Bids

- a. The two-bid system (Technical and Financial) shall be followed for this tender.
- b. The bids (complete in all respects) must be submitted in two sealed envelopes (Technical and Financial Bids) as explained below:
 - i. **Envelope No.1 "Technical Bid"**: Documents as applicable and mentioned in Annexure-B1 of this tender are required to be submitted in the given format, with proper seal and signature of authorised person on each page. Each copy of the technical bid submitted should be covered in a separate sealed cover super scribed with the words “**Technical Bid**”.
 - ii. **Envelope No.2 "Financial Bid"**: Price schedule should be submitted at the above-mentioned address in the form specified under Annexure-C. The prices should be mentioned in figures as well as in words wherever mentioned in the Annexure-C. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In the event of any discrepancy in price quoted in words

and figures, the price allotted in words shall prevail over the price quoted in figures. Each copy of the financial bid submitted should be covered in a separate sealed cover super scribed with the words **"Financial Bid"**.

- c. All Documents viz. Technical Bid and Financial Bid are to be kept in a single sealed cover super scribed with **"Invitation of Bids for Supply, Installation, Operation and Maintenance of Millet Vending Machines At Various Locations Across Delhi-NCR"**.
- d. The Bidder should sign on each page of the tender documents.
- e. The bids/offers received after the due date and time mentioned hereinabove will not be entertained under any circumstances. The bids/offers should be complete in all respects. Incomplete and unsigned bids or bids not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
- f. All documents, as per tender requirement shall be submitted at the following address:

**NAFED House, Siddhartha Enclave,
Ashram Chowk, Ring Road,
New Delhi-110014**

- g. Bidder who has downloaded the tender from the NAFED website <https://www.NAFED-india.com> shall not tamper/modify the tender form in any manner. In case if the same is found to be tampered/modified in any manner, bid will be summarily rejected.
- h. Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case, however, any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. The financial bids shall be valid for a minimum of 120 days from the date of opening of financial bid. A bid for a shorter period shall stand rejected.
- i. The bidder is expected to examine all instructions, forms, terms and specifications in this tender document. Failure to furnish all information required as per this tender document or submission of the bids not substantively responsive to the tender document in every respect will be at bidder's risk and may result in rejection of the bid.
- j. The Bidder shall bear all costs associated with the preparation and submission of its bid, including the cost of presentation for the purpose of clarification of the bid. NAFED will not be liable for any cost endured, regardless of the conduct, or outcome of the bidding process.
- k. These bids shall not contain any terms and conditions, printed or otherwise, which are not applicable to the tender. The conditional or contingent bid will summarily be rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

- l. The Bid shall be in English language. All correspondence and documents relating to the tender exchanged between the bidder and NAFED shall also be in English language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed and certified for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the tender document. The responsibility for the correctness of the translations if any solely rests on the bidder and NAFED shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.
- m. List of Documents to be submitted are specified in Annexure B1.
- n. Bids that are received without documents for essential requirements will be summarily rejected.
- o. The technical & financial offers received within stipulated time from intending bidders shall be opened as per schedule provided hereinabove in the presence of the participants, if any. No separate intimation of opening of bids shall be sent to intending bidders and bids shall be opened on the schedule date irrespective of the absence of any of the bidders at that time.
- p. NAFED reserves the right to accept or reject any / all bids without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on NAFED website <https://www.NAFED-india.com>.
- q. This tender Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
- r. Mere submission of Quotes under this tender does not ensure selection of the Applicant as Successful Applicant.

13) Opening of Bid

- a) Technical bids shall be opened at scheduled time on the appointed date. After scrutiny of Technical documents/offers in accordance with the terms & conditions of this tender, NAFED shall shortlist the eligible participators fulfilling eligibility criteria and inform them accordingly.
- b) Bids/offers sent by fax & e-mail shall be liable for rejection.
- c) In case of differences arising in the terms and conditions of the tender documents with the firm(s), the decision of NAFED shall final and binding upon all.
- d) Bids which are late/vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.

- e) NAFED reserves the rights to call any additional information/documents from bidder(s) and same shall be submitted by the bidder to NAFED within given time period.

14) Evaluation of Technical Bid

- a) The Technical Bids of ineligible bidders shall be rejected outrightly. Incomplete and unsigned bids or bids not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
- b) One authorised representative of the bidder may be present while opening the technical as well as financial bids under this tender. Financial bids of those bidders who disqualified in technical bids shall not be opened and no request in this regard shall be entertained.
- c) The Technical Evaluation Committee of NAFED constituted for this purpose shall assess the ability of the applicants to render the requisite services based on the company profile, rating and on such other criteria as it may fix and the Financial Bids of only those firms qualifying the technical evaluation will be considered.

Technical Evaluation

- i. Technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions of the tender without any material deviation.
- ii. The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution.

15) Evaluation of Financial Bid

- a) Financial bids of the Technically eligible and qualified bidders will be opened after giving suitable notice to the qualifying tenderers.
- b) The Financial Bid shall contain the required Prices associated with the Scope of Work of the project.
- c) All Prices shall be submitted in Indian Rupees (INR) only, as per Annexure-C.
- d) Bids shall be offered for all items mentioned under Annexure-C.
- e) No amendments or changes to the Financial Bid are permitted.

Financial Evaluation

- i. The Financial Offers of only short-listed Bidders shall be opened.

- ii. The Financial Bid of those Bidders who have been found to be technically eligible and qualified will be opened. The Financial bids of ineligible bidders will not be opened.
- iii. The Financial Bids shall be opened in the presence of representatives of technically qualified and eligible Bidders, who may like to be present. NAFED shall inform the date, place and time for opening of the Financial Bid. If the representatives of Bidder fails to be present at the time of opening of bids, it shall be presumed that such Bidder does not want to present for the opening of Bid.
- iv. The Financial Evaluation shall be conducted by NAFED appointed committee, comprising of members assigned by NAFED having prerequisite qualifications.
- v. The Bidders who have duly complied with the Eligibility and Evaluation criteria will be eligible for further processing.

16) Award of Tender

NAFED shall award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

17) Signing of Service Contract

- a. The successful bidder will sign the Service Contract with NAFED within 15 days from the date of selection.
- b. After signing, no variation or modification of the Service Contract shall be made, except by way of mutual written amendments signed by both parties.

18) Authorized Signatory

The person signing the tender documents should be the duly authorized representative of the bidder. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall signed by the Authorized Representative only.

19) Interpretation of the clauses in the Tender Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender Document, NAFED's interpretation of the clauses shall be final and binding on all bidders/parties.

20) Integrity Pact

The Successful bidder will be required to sign Integrity Pact. It will be assumed that successful bidder has gone through the Integrity Pact **(Annexure- H of this Tender)** and have no objections whatsoever in signing the contract.

21) Non-Disclosure

- a. The Successful bidder will be required to sign Non-Disclosure Agreement. It will be assumed that successful bidder has gone through the Non-Disclosure Agreement **(Annexure- E of this Tender)** and have no objections whatsoever in signing the contract.
- b. Violation of NDA shall attract strict action against the violators as the information provided herein by way of this document is for intending bidders only for the purpose of placing the bids.

22) Additional Terms and Conditions:

Following additional terms and conditions shall apply to the evaluation process:

a. Other Terms & Conditions

By submitting a response, bidder represents and warrants to NAFED that, as on the date of submission:

- i. The Bidder has fully disclosed to NAFED in its responses all information which could reasonably be regarded as affecting, in any way, the evaluation of the response;
- ii. All information contained in the bidder's response is true, accurate and complete and not misleading in any way;
- iii. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the bidder threatened against or otherwise involving the bidder which could have an adverse effect on its business, assets or financial condition or upon NAFED'S reputation if the response is successful;
- iv. The bidder will immediately notify NAFED of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the bidder's business, assets or financial condition, NAFED's reputation or render the Bidder unable to perform its obligations under the Service Level Agreement, if any or have a material adverse effect on the evaluation of the responses by NAFED.
- v. The Bidder has not and will not seek to influence any decisions of NAFED during the evaluation process or engage in any uncompetitive behaviour or other practice which may deny legitimate business opportunities to other Bidders.

b. Confidentiality

- i. Bidder must keep confidential any information received from or about NAFED as a result of or in connection with the submission of the Response.

- ii. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response.
 - iii. Unless expressly agreed in writing prior to submissions, Responses are not confidential and may be used by NAFED in whole or part. NAFED however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.
 - iv. All intending bidders are required to sign and submit Non-Disclosure Agreement enclosed as Annexure- E with this Tender documents.
- c. This Tender is not an offer to contract, nor should it be construed as such; it is a definition of specific requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. NAFED reserves the right to make no selection and enter into no agreement as a result of this Tender.
- d. It should be understood that Bidder's response to this tender constitutes an offer to do business on the terms stated in Bidder's response as well as this tender document and subsequent agreements and that, should a contract be awarded to Bidder, NAFED may, at its option, incorporate all or any part of Bidder's response to this tender in the contract. NAFED reserves the right to accept Bidder offer without further discussions and without any additional opportunity for Bidder to amend, supplement or revise your submitted offer.
- e. Financial documents- NAFED may request additional financial/business information from the Bidder at its discretion.
- f. Selection criteria - The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid. Financial bids of those companies which do not meet the evaluation standard, will not be opened and processed further.
- g. Termination/or suspension of evaluation process
 - i. NAFED reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party.
 - ii. Bidders will be notified if any suspension or termination occurs but NAFED is not obliged to provide any reasons.
- h. Other rights - NAFED, at any stage of the evaluation process, and without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, may:
 - i. Require additional information from a Bidder;
 - ii. Change the structure and timing of the evaluation process;
 - iii. Terminate further participation in the evaluation process by a Bidder;
 - iv. Negotiate with more than one Bidder;
 - v. Terminate negotiations being conducted with a Bidder;
 - vi. Vary or extend the timetable and evaluation process

- i. Responsibility for Costs - Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing NAFED with the response, the revised response or any additional information).
- j. Non-Reliance by Bidder - Bidder, by submitting a Response, acknowledges that:
 - i. It does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this tender or otherwise provided by NAFED in writing;
 - ii. It has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
 - iii. Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.
- k. Right to vary
 - i. NAFED reserves the right to vary any aspect of this evaluation process, tender without liability to Bidder.
 - ii. Where NAFED varies any aspect of this evaluation process or the agreement, NAFED shall notify the Bidder of that variation.
- l. Incorporation of Responses into agreement

The successful bidder as determined and concluded by NAFED shall sign a Service Level Agreement, and terms and conditions of SLA shall prevail over the terms and conditions mentioned in this tender document.

- m. Precedence of Documents - If there is any inconsistency between the terms of this tender and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this tender, the terms of the tender will prevail to the extent of any inconsistency.
- n. Governing Laws & Dispute Resolution-The tender and selection process shall be governed by and construed in accordance with the laws of Republic of India.
- o. In the event that a bidder elects not to respond to this tender, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return this document and certify in writing to NAFED, that all copies have been deleted in soft copy and destroyed, for hard copy.

END OF SECTION III

SECTION –IV

GENERAL PROVISIONS AND APPLICABLE LAWS

1) GENERAL PROVISIONS

- a. **Governing Laws:** This bidding 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 the jurisdiction at New Delhi and further agreed that any cause of action arising under this bidding may be brought in a court at New Delhi.
- b. **Compliance with Laws, Notifications etc:** Successful bidder confirms that it has entered into this transaction with the full knowledge and understanding of this bidding 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 Buyer has familiarized itself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the NAFED.
- c. **Severability:** If any provision of this bidding 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.

2) APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION:

- a. This bidding shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this agreement and parties to this bidding agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- b. All or any disputes arising out or touching upon or in relation to the terms of this bidding including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The venue and seat of the arbitration shall be at New Delhi India and language of arbitration shall be English.
- c. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive relief against the bidder in the courts having jurisdiction over the parties.

3) HOLIDAY LISTING

Notwithstanding anything contained in this tender document, NAFED's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED's at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

END OF SECTION IV

END OF TENDER DOCUMENTS

Annexure- A

(Covering Letter required to be submitted by all bidders)

(On the letter head of the Firm)

Date. __/__/__

To

The Managing Director,
National Agricultural Cooperative Marketing Federation of India Ltd.
NAFED House, Siddhartha Enclave, Ashram Chowk
New Delhi-110014

Ref: Tender No. – _____ dated -----

Sub: Tender for Supply, Installation, Operation and Maintenance of Millet Vending Machines at Various Locations Across Delhi-NCR.

Sir,

With reference to the above, I am/ We are enclosing our Proposals for Tender for Supply, Installation, Operation and Maintenance of Millet Vending Machines at Various Locations Across Delhi-NCR.

I / We hereby reconfirm and declare that I / We have carefully read and understood the above referred Tender document including instructions, terms & conditions and all the contents stated therein and all subsequent corrigendum published on Institute website.

Thanking you

Yours faithfully,

(Signature of the Authorized Person with stamp)

Name: _____
Mobile No. _____

Application Form
(On the letterhead of the Firm)

Name of the Firm	
Company / Firm Type (Sole Prop/ Partnership/ Company / Society / Trust)	
Head Office Address	
GST number	
PAN No.	
Name of Authorized person along with designation	
Email Id of Authorized Person	
Mobile Number of Authorized Person	
Aadhaar Card Number of the Authorized Person	
Bank Account Number of the Firm	
Branch and address of Bank	
Bank IFSC Code	

(Signature of the Authorized Person with stamp)

Checklist of Documents required to be submitted

DOCUMENTS	COMPLIED YES / NO.	PAGE NUMBER OF THE ATTACHED DOCUMENT.
ESSENTIAL REQUIREMENTS		
Covering Letter as per Annexure-A		
Application form as per attached Annexure-B.		
Checklist of documents as per Annexure-B1		
Undertaking on the letterhead of the company / firm as per attached Annexure-G		
Self-attested copy of document defining legal structure (partnership deed, certificate of incorporation, society / trust registration deed, etc).		
Certificate from Auditor certifying turnover of Rs. 1 crore in last 3 years.		
Self-Attested copy of the PAN number of the Firm		
Self-Attested copy of the GST number of the Firm		
Original board resolution for authorised signatory / representative		
Self-Attested copy of the Aadhaar Card of the Authorized Person.		
EMD payment acknowledgement		
SD payment acknowledgement		
Proof for payment of non-refundable fee of Rs.5,900/-		
Annexure C duly filled and signed		
Annexure D duly filled and signed		
Annexure E duly filled and signed		
Copy of this Tender Document duly stamped and signed by the Authorized Signatory.		
SPECIFIC CAPABILITY / EXPERIENCE		
Proof of experience of undertaking projects concerning installation and operating multiple vending machines		
Annexure F with information duly filled		
Proposal for meeting the requirements defined in Section 4 (scope of work) and Annexure-D		

(Signature of the Authorized Person with stamp)

Annexure C (Financial Bid Format)
(On the letterhead of the Firm)

(ONLY FOR REFERENCE)

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

S. No.	Item	Price of One Vending Machine in Rs. (Words and Figures)	Price of 25 Vending Machines in Rs. (Words and Figures)
1.	Vending Machine (Ex-Factory cost) (including: - 3' x 5' x 2.5' (Width x Height x Depth) - in-built voltage stabilizer, -LED Display of 12-13", -cashless transaction and price maintenance software and touch panel, -branding and promotional material on the front and two sides of vending machine, - any other specifications mentioned under Annexure-D		
2.	Transportation Cost of vending Machine		
3.	Installation of Vending Machines		
4.	Monthly Cost of complete operation and maintenance of Vending Machines inclusive of stock maintenance		
5.	Annual Maintenance Cost (After 3 years of warranty period)		
6.	Any other costs, please specify		
7.	Total Cost		

(Signature of the Authorized Person with stamp)

Date:

TECHNICAL SPECIFICATIONS

- a. Millet Vending Machines:
 - i. Vending Machine should be able to dispense products of various packs, sizes and weight. Machine should be customisable if required as per the change in size or weight of product
 - ii. The minimum dimensions of each Vending Machine shall be 3 feet x 5 feet x 2.5 feet (Width x Height x Depth)
 - iii. Vending Machine should have cashless transaction facility (UPI, Wallet, etc)
 - iv. At least 5 adjustable trays and associated sensors and 6 additional adjustable slots
 - v. Inbuilt stabilizer
 - vi. Touch panel for payment transactions
 - vii. 12"/13" LED display for product information/advertisement/promotional activities
 - viii. Vending Machine shall be able to maintain sales and inventory on a real time basis
 - ix. Installation of price maintenance and cashless transaction software (through UPI, Wallet etc)
 - x. Vending machine shall have inbuilt alarm system to notify and send alert on email or phone number, if stock goes below a certain level
 - xi. Comprehensive Warranty (Both hardware and software)- 3 years

- b. Services related to Millet Vending Machine:
 - i. Installation of vending machines to prospective locations across Delhi-NCR
 - ii. Regular repair and maintenance of vending machines
 - iii. Inventory management and products (millet based) replenishment from designated NAFED warehouse at Mohan Cooperative, Delhi or any other designated establishment as may be specified by NAFED.
 - iv. The Vendor shall extend customisation of the size of racks, at no additional cost, for a total of 6 times per annum.

- c. Related Services for 3 years:
 - i. Customer complaints and redressal services: Providing customer helpline number for handling complaints. Any complaints relating to the vending machines shall be resolved within a period of three hours.
 - ii. Vendor shall minimize failure of vending machines and conduct any repair or replacement in case of breakdown. In case of breakdown, vendor shall ensure rectification of the same in a period no less than a period of 3 hours.
 - iii. Real time data monitoring software for analysing stock of each vending machine.
 - iv. Promotion / Advertisement / Branding of Machines with NAFED branding and artwork / posters.

- v. Ensure no vending machine installed shall be out of stock during the contractual period. The services shall remain uninterrupted and continuous for the entire contractual period.
- vi. Vendor must ensure transport of expired products to the designated place as specified by NAFED.
- vii. Vendor shall designate manpower for all redressal services relating to the installed vending machines.
- viii. Provide detailed sales report on MIS to NAFED on a monthly basis.
- ix. Additional responsibilities may be added as required by NAFED, for successful implementation of the project.

d. Additional Specifications for Each Vending Machine:

S. No.	Description	Qty
1.	Product Capacity	Minimum 150 products
2.	No. of Racks (customisable at no additional cost up to 6 times per annum)	Minimum 5
3.	Cashless Transaction software (UPI, Wallet etc)	1
4.	Touch Panel for Cashless Transactions	1
5.	LED Display Board of 12"/13" for Product information / Promotional Activities	1
6.	LED Lighting	As per requirement
7.	Heavy Duty body (Rust-free)	1
8.	Glass Front	1

NON-DISCLOSURE AGREEMENT
(On Rs 100/- stamp Paper)

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

M/s National Agricultural Cooperative Marketing Federation of India Limited (NAFED) (hereinafter called the ‘NAFED’) having its registered office at NAFED House, Sidhartha Enclave, Ashram Chowk, Ring Road, New Delhi-110014 India

AND

M/s(hereinafter called the ‘SERVICE PROVIDER’) having its registered office at for

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
 - iv. 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 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, decision of the NAFED will be final.

- 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**

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 parties 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 consent. 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 _____ 2022 at _____ (month) (place)

For and on behalf of NAFED

Name:

Designation:

Place:

For and on behalf of SERVICE PROVIDER

Name:

Designation:

Place:

Details of similar work executed
(On the letterhead of the Firm)

Details of assignments undertaken for installation and operating vending machines

S. No.	Location	Name of organisation / client	Number of machines installed and operated	Name, Designation and phone number of the agent to whom reference may be made

Details of successfully completed of projects relating to installation and operating vending machines

S. no.	Name of Client	Date of completion of project	Details of project undertaken	Name, Designation and phone number of the officer to whom reference may be made

**Undertaking from Firm
(to be submitted on the letter head)**

Date: ____/____/____

To

The Managing Director,
National Agricultural Cooperative Marketing Federation of India Ltd.
NAFED House, Sidhartha Enclave, Ashram Chowk
New Delhi-110014

Dear Sir,

This has reference to the Tender reference no. _____
datedpublished in the website of NAFED. In response to the said Tender, I/ we
have submitted our bid at your office.

In connection with the above bids, I / we hereby declare and undertake as under: -

- (i) That we are neither related to any member(s) of your Board of Directors, Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons in any capacity whatsoever.
- (ii) That we have read this Tender documents completely and all terms & conditions given in this Tender documents are acceptable to me/us.
- (iii) That we have not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- (iv) That we have not been involved in any major litigation that may have an impact of affecting or compromising participation in this Tender.
- (v) That in case of any violations to the above declarations at any stage of the contract, NAFED reserves the sole right to cancel the contract and recover the full value of the contract from us.

For and on behalf of

(Authorized Signatory with company seal /Stamp.)

INTEGRITY PACT

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

And

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

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.

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.

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.
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)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____
