



**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**

**TENDER FOR PURCHASE OF VARIABLE AND STITCHABLE QR TAG LABELS TO  
BE STITCHED WITH GUNNY BAGS**

TENDER NO.:- NAFED/HO/ TENDER/QR TAG/2023-24/02

**Dated: 26.03.2024**



NAFED

*60 Years in Service*

**National Agricultural Cooperative Marketing Federation of India Ltd.**

**Regd. Office : NAFED House, Siddhartha Enclave**

**Ring Road, Ashram Chowk, New Delhi-110014**

**Telephone EPABX: 011-26340019**

**Fax: 091-11-26340261**

### **INVITATION FOR BIDS**

National Agricultural Co-operative Marketing Federation of India Ltd.(NAFED), invites TENDER for Purchase of variable and stitchable QR tag labels to be stitched with Gunny Bags. The vendors / suppliers may submit their application/bids physically in tender box at **NAFED, Head Office, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014**. The last date for submission of application will be on or before 05.04.2024 upto 2.00 PM. Details may be downloaded from our official website [www.nafed-india.com](http://www.nafed-india.com) at tender section.

**Addl. Managing Director (P&OS))**  
**NAFED, New Delhi**

## Notice Inviting tender

NAFED invites bids from reputed vendors / supplier of variable and stitchable QR Tag labels having experience in printing QR Tags.

The application form and other terms & conditions may be downloaded from NAFED website [www.nafed-india.com](http://www.nafed-india.com). Interested parties may submit their application/bids physically in tender box at **NAFED, Head Office, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014**. The last date for submission of application will be on or before 05.04.2024 upto 2.00 PM. The parties which have already submitted bid against Tender no – Nafed/HO/Tender/QRTag/2023-24/01 need not to apply again.

1. The application must be accompanied with processing fees (non-refundable) of Rs.10,000 + GST @ 18% (Rs. Eleven thousand Eight Hundred Only ) and EMD of Rs.2000 per one lakh QR tag by way of **/RTGS / NEFT/ ELECTRONIC MODE** to the NAFED in following account and copy of the receipt (original in case of DD/PO) must be provided along with the technical document.

### Account details are as under:

NAME OF THE BENIFICERY    NAFED

ACCOUNT NUMBER            10060654277

NAME OF BANK                IDFC FIRST BANK

ADDRESS OF THE BANK       NEW FRIENDS COLONY, NEW DELHI -110025

IFSC CODE                      IDFB0020102

2. 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 application is not the subject of any contractual obligations between NAFED and prospective bidder.
3. The applicants are advised to study this Tender Document carefully before submitting their feedback & suggestions in response to the NIT Notice.

## **Disclaimer**

- a. 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.
- b. 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.
- c. The tender document has been prepared solely to assist prospective Applicants in making their decision to place their applications 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 an application. 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.
- d. 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 applications.
- e. 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.
- f. 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.
- g. 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.

- h. NAFED reserves the right to reject all or any of the Applications submitted in response to this tender at any stage without assigning any reasons whatsoever.
- i. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any other costs incurred by the applicant thereafter.
- j. NAFED may at 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.
- k. Unsuccessful Applicants will have no claim whatsoever against neither NAFED nor its employees, officers.
- l. NAFED reserves the right to modify, suspend, change or supplement this tender at any stage. Any change to the tender will be notified on NAFED website by way of corrigendum.
- m. Mere submission of an application does not ensure selection of the Applicant as Successful Applicant or applicant.
- n. 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").

### Important Dates & Time

Particulars	Date & Time
Date of Publishing / uploading of TENDER documents on NAFED's Website	26.03.2024
Last date for submission of tender bids	05.04.2024 at 2.00 PM
Date of opening of bids (Technical bid)	05.04.2024 at 3.00 PM

Note- After opening the technical bid we will inform date & time of opening of financial bid to only those venders/ suppliers who have qualified in technical bid.

## Introduction and Background:

1. National Agricultural Cooperative Marketing Federation of India Ltd.(NAFED) was established by the Government with the objectives to organize, promote and develop marketing, processing and storage of agricultural, horticultural and forest produce, distribution of agricultural machinery, implements and other inputs, undertake inter-state, import and export trade, wholesale or retail as the case may be and to act and assist for technical advice in agricultural, production for the promotion and the working of its members, partners, associates and cooperative marketing, processing and supply societies in India.
2. NAFED is a Central Nodal Agency for procurement of notified agricultural commodities under Price Support Scheme (PSS) and procurement of Pulses for Buffer Stocking under Price Stabilization Fund (PSF) Scheme of Government of India. NAFED also procures agricultural commodities under several other schemes and on commercial basis.
3. NAFED invites tenders from reputed vendors / supplier of variable and stitchable QR Tag labels to be stitched with gunny bag used for packaging stock of oilseeds, pulses & other Agri. Commodities. The reputed vendors / supplier may participate in the tender of Nafed for supply of variable and stitchable QR Tag labels for one year, **(RMS-2024, Summer- 2024 and KMS - 24)** from date of appointment.

### 1. QR Tags Details:

- a) Expected QR Tag tags requirements per annum: Four to Five Crore QR tag
- b) Size of Tag: 4 Inch x 3 Inch (Length x Breadth).
- c) Unique QR Tag to be printed in each tag with a logo of organization and other details as provided by Nafed.
- d) 12-15 digit unique number embedded in QR Tag and be printed in human readable form.
- e) Material- GSM of 55 (Tyvek / Taffeta).
- f) Printing should be Waterproof and Smudge proof.
- g) Material wise different price quotations can be submitted.
- h) The material used for QR should be stitchable with the gunny bag (A-twill / B-twill / Hessian) using machine stitching.
- i) The material used for QR Tag printing should not tear off/get damaged, if the machine stitching is opened.
- j) The tag should be in Monochrome.
- k) The QR Tag contents, which are static and dynamic contents i.e. QR Tag & Number are mentioned at Annexure C.
- l) Format of QR Tag and the unique sequence number would be provided by Nafed. However, the code generation will be made by the supplier following the established Standard.
- m) The tag would be provided in roll form of 100 tags. Total 100 roll (100\*100=10,000 tags) will be form in one Master Carton.
- n) Each Tag should be separated by dividing a line in the roll for appropriate cutting of tag.

- o) Sufficient Margin should be given in the tag for stitching purpose as mentioned at Annexure C.
- p) The print on the tag should be in readable for next 03 years.
- q) QR Tag should be scannable in android mobile phone following open QR Tag format.

## **2. Scope of work:**

The scope of work for vendors / supplier of variable and stitchable QR Tag labels will include the following:

- a) The vendors / supplier are required to print & supply printed QR Tags to be stitched with each and every gunny bag used for packaging stock of oilseeds & pulses to be procured in the different States under PSS/ PSF scheme or other agri commodities to be procured for other purpose.
- b) The season-wise, center-wise requirement will be intimated to the vendors / supplier 15 days before commencement of procurement operations by Nafed or its nominated agency. However, in case of urgent requirement the agency will carry out the works on short notice of 07 days. The Agency shall directly supply the printed QR Tag to Nafed or nominated Agency/s at designated places/procurement centre/storage points. No sub-letting is allowed.
- c) The required quantity of variable and stitchable QR Tags at the designated delivery points may be made within a period maximum of 10 ten days from the date of placing an order for supply.
- d) Interested parties have to mention the list of States in which they intend to work depending upon their capability to supply. The Supplier/vendor is to have / need to deploy adequate resources to cater to at least 25% of the production of pulses and oilseeds in the State at about minimum of 100 procurement centers / warehouses & maximum centers should be binding for the supplier / vendor.
- e) There shall be no guarantee regarding the number of QR Tags to be ordered by NAFED or its nominated / assigned agency during the currency of contract. During the currency of the contract, NAFED or its nominated / assigned agency reserves the right to arrange the services other than the appointed supplier/vendor. In these cases, the supplier shall have no claim for any losses or damages whatsoever against NAFED or its nominated / assigned agency.

## **3. Eligibility Conditions:**

- a. The intending bidder shall be a Proprietorship firm or a Cooperative organization or a Partnership firm duly registered under the relevant provisions of the Act. In case of Partnership Firm, the intending bidder shall submit a self-attested copy of partnership deed along with authorization in favour of signatory of the bidder documents, while in case of a Company, the Intending bidder shall 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 **Annexure –A**

- b. The supplier should have minimum experience of 2 years in supply of variable QR tags of at least 10 lakh in a year, to reputed private / Central Govt. / State Govt. agencies. Attach the copy of work orders for the years.
- c. The successful supplier/vendor should have their own QR Tag printing machine and dedicated designing team. Provide a document in support or Nafed may verify by deputing its team.
- d. The supplier/ bidder should be having positive net worth as on 31-03-2023 with average turnover of Rs.2.00 Crore in last 2 years. (Attach audited copies of Balance Sheet and Profit & loss account) or certificate issued by Chartered Accountant **Annexure –B**

- e. The supplier / bidder should have PAN, GST and valid PF & ESI registration and should submit a copy of such documents. Acknowledged copies of the Income Tax Returns for the last 2 years (2021-22 & 2022-23) (Attach copies). Bidders are exempted from PF & ESI registration as per EPFO Circular no. C-1/011(16) 2020-21/ABRY/1179 dated 01.02.2021.
- f. The bidders are also required to submit satisfactory performance certificate from current clients. At least 2 Nos. Performance Certificate and work orders must be enclosed.
- g. The Supplier / bidder should have sufficient work force and infrastructure resources to carry out such work.
- h. No subletting of work will be allowed at any stage.
- i. The supplier / Bidder shall have satisfactory/dispute free performance for printing and supplying QR Tags and not be black listed by any organization and no litigation pending against them. The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices as on date of submission of bid supplier/bidder has to provide a self-declaration in this regard.

#### **4. Submission of applications:**

- a. The applicant shall submit its application along with supporting documents physically in tender box at NAFED, Head Office, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014 on or before 05.04.2024 at 02:00PM.
- b. The bidder shall submit all documents :

Physically by providing clear identification of the categories i.e. documents for technical bid and price bid (Annexure-1).

- c. EMD in form of DD or receipt of submission of EMD in designated account along with cost of application should be placed in envelope containing technical bid.
- d. The price bid documents should be in duly separate packed envelop.
- e. Applicant who has downloaded the tender from the NAFED website shall not tamper/modify the tender application form, in any manner. In case if the same is found to be tampered/modified in any manner, the application will be summarily rejected.
- f. The tender application shall be in English language. All correspondence and documents relating to the tender exchanged between the applicant 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 for its correctness. Any document submitted with the application but not in English language shall not be treated as part of the tender application document. The responsibility for the correctness of the translations if any solely rests on the applicant 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 document, the English translation shall prevail.
- g. Applications that are received without documents for essential requirements will be summarily rejected.

## **5. Signing of Tenders:**

- a. Each page of the Application Form must be signed by the authorized signatory of the bidder in token of acceptance of the terms and conditions of the tender. The authorized signatory shall possess Authority Letter for signing of tender documents copy of which shall be submitted along with technical bid.
- b. Person(s) signing the bids shall state in what legal capacity he / they is/or are signing the bids. Joint bid applications will not be accepted.
- c. 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.
- d. 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.

## 6. Documents Comprising the Tender :

The tender document shall comprise of all its Annexures, Appendices and all supporting documents and attachments. The application complete in all respect including all attachments, annexures and appendices as prescribed in this tender Document shall be provided by the authorized signatory as stipulated in the tender. The filled and signed Appendices are to be enclosed along with the application and attached over email as technical documents

## 7. Processing fees and EMD of tender:

- a. Interested bidder(s) shall require to pay non-refundable processing fee of Rs.10,000 +GST @ 18% (Rs. Eleven thousand Eight Hundred Only) (inclusive of 18% GST) for participation in this tender. These payments can be made through **RTGS / NEFT/ ELECTRONIC MODE** in favour of NAFED in the bank account details given as under, payable at New Delhi.

Account details:

NAME OF THE BENIFICERY	: NAFED
ACCOUNT NUMBER	: 10060654277
NAME OF BANK	: IDFC FIRST BANK
ADDRESS OF THE BANK	: NEW FRIENDS COLONY, NEW DELHI-110025
IFSC CODE	: IDFB0020102

- b. Earnest Money Deposit: The tender applications must be accompanied by an interest free Earnest Money Deposit (EMD) of Rs.2000 per lakh QR tag in the form of **RTGS / NEFT/ ELECTRONIC MODE** in favour of NAFED in the bank account details given as under, payable at New Delhi.

Account details:

NAME OF THE BENIFICERY	: NAFED
ACCOUNT NUMBER	: 10060654277
NAME OF BANK	: IDFC FIRST BANK
ADDRESS OF THE BANK	: NEW FRIENDS COLONY, NEW DELHI-110025
IFSC CODE	: IDFB0020102

- c. EMD of unsuccessful bidders will be returned without interest after finalization of tender.
- d. Applications received without Earnest Money Deposit and tender fees shall not be entertained. No interest shall be payable by NAFED on EMD. Any type of exemption is not allowed. Proof of submission of EMD and tender fee shall be

placed in envelope containing technical document.

#### **8. Award of Work:**

- a. On verification of documents and price bids submitted by the interested parties, NAFED will finalize the State wise L-1 bidder.
- b. Intimation regarding appointment of L-1 bidder and validity of appointment will be sent by NAFED on the business address of the L-1 party or through e-mail.
- c. L-1 bidders will be informed regarding appointment.
- d. NAFED reserves the right to nominate one or more supplier/vendor amongst the lowest bidders who have participated in the tender at the finalized L-1 rates in the State/UT as deemed appropriate. In this regard, the supplier shall have no claim for any losses or damages whatsoever against NAFED or its nominated / assigned agency.

#### **9. Disqualification conditions:**

- a. Suppliers / bidders who have been blacklisted or otherwise debarred by NAFED or Central/State Govt. or any Central PSU/ State PSU /Statutory Corporations, will be ineligible to submit their application during the period of such blacklisting/debarment.
- b. Any Supplier/ bidder whose contract has been terminated before the expiry of the contract period for breach of any terms and conditions or whose Earnest Money Deposit and/or Security Deposit has been forfeited or adjusted against any damages/ compensation payable, in the case of any Contract entered into by the Service Provider with NAFED or Central/State Govt. or any Central PSU/ State PSU /Statutory Corporations during the preceding five years, for breach of any terms and conditions, will not be eligible.
- c. If any of the Partners of the supplier/vendor Firm/LLP any of the Directors of the supplier/vendor company have been at any time, convicted by any Court for any offence and sentenced to imprisonment for a period of three years or more, such Supplier/vendor will not be eligible.
- d. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Partner, Member in another Firm, Partners of LLP or as a Director of a Company etc.) will render the Tender disqualified.
- e. Supplier/vendor who is blacklisted by the GST authorities will be ineligible to participate in the tender during the period of such black listing.

#### **10. Security Deposits by the appointed Supplier/Vendor:**

- a. The successful Supplier/vendor will have to furnish Bank Guarantee @ 5% of estimated value of the contract as Security Deposit within 15 days from the date of award of work order in the form of an irrevocable and unconditional Bank Guarantee issued by Public Sector Bank/Scheduled commercial bank/reputed private bank. Security deposit shall remain valid and enforceable upto 06 months after the expiry of the contract period and shall not carry any interest.

- b. After submission of Bank Guarantee, the EMD deposited by the vendors/suppliers would be refunded to successful Supplier/bidder without interest within 30 days from the date of submission of Security Deposit in Nafed Office.
- c. If the Supplier/vendor fails or neglects to observe or perform any of his obligations under the agreement/contract, it shall be lawful for the NAFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Supplier/vendor in the form of Bank Guarantee or to appropriate the Security Deposit furnished by the Supplier/vendor or any part thereof and/or to invoke the Bank Guarantee in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the NAFED.
- d. Save as aforesaid, if the supplier/vendor duly performs and completes the contract in all respects and presents "NO DEMAND CERTIFICATE" issued by Nafed branches & its agencies for the supplies, NAFED shall refund the Security Deposit by returning the Bank guarantee to the Supplier/vendor after deducting all costs and other expenses that NAFED may have incurred and all dues and other money including all losses and damages which NAFED is entitled to recover from the Supplier/vendor. The decision of NAFED in respect of damages, losses, charges, costs or expenses shall be final and binding on the Supplier/vendor.
- e. NAFED shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to Supplier/vendor's negligence and un-workmanlike performance of Supply under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Supplier/vendor under this or any other contract with the NAFED. In the event of such sum being insufficient, the balance of the total sum claimed and recoverable from the Supplier/vendor as aforesaid shall be deducted from the security deposit furnished by the Service Provider. Should this sum also be not sufficient to cover the full amount claimed, the Supplier/vendor shall pay to the NAFED on demand the remaining balance of the aforesaid sum claimed.
- f. Whenever the Security Deposit falls short of the specified amount, the selected Suppliers / Agencies shall, make good the deficit so that the total amount of Security Deposit shall not, at any time, be less than specified amount.

#### **11. Order & Delivery:**

- a. The Nafed or nominated agency shall give the indent/order of QR tags to Supplier/Agency for supply at designated places/delivery points.
- b. The agency/Supplier will be responsible for delivery of printed QR tags at designated delivery points.
- c. The delivery points will vary with commodity and procurement seasons.
- d. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

## **12. Liquidated Damages:**

- a. The date of delivery of the store, stipulated in the acceptance of the quotation letter/email should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. However, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of this right to recover liquidated damages.
- b. If the supplier fails to deliver the goods on or before the stipulated date, then a penalty at the rate of 1% per week of the total ordered value shall be levied subject to maximum of 10 % of the total ordered value. Quantum of liquidated damages assessed and levied by the Nafed shall be final and not challengeable by the supplier.
- c. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform to Nafed HO/branch/nominated agency who ordered the QR Tags, for extension of the delivery schedule accordingly. On receiving the supplier's communication, BLC of Nafed branch/nominated agency, shall examine the situation as soon as possible and at its discretion may or may not agree to extend the delivery schedule with or without liquidated damages for completion of supplier's contractual obligations.

## **13. Payment**

- a. 80% of the Payment shall be released within 15 days after receipt of the invoice along with acknowledgement of receipt of stock at designated destination.
- b. Remaining 20% of the payment will be released in 30 days after receipt of the order at destination/s and invoice & test report of sample. Nafed is free to send random sample drawn from any lot to relevant lab for testing. In case, any requisite document not provided along with invoice, the payment will be released after getting the document.

## **14. Subletting the assignment:**

- a. The Supplier/vendor shall not sublet, transfer or assign the contract or any part thereof without prior written permission of NAFED.

## **15. Completeness of the contract:**

- a. The contract shall be deemed as incomplete if any event is not completed within the stipulated time period or the event is not successfully completed in the manner as specified by NAFED or if any act/event/incident takes place which is attributable to Supplier/vendor (s), which results in delay/incompletion of an event or which results in a financial, reputational or other losses to the NAFED.

## **16. Contract Period:**

- a. The appointment will be for a period of one year (RMS-2024, Summer-24 and

Kharif - 24). The supply period may be further extended for another 1 year on same rates, terms & conditions after receipt of approval/ concurrence of supplier in writing.

#### **17. Termination**

- a. In the event of the Supplier/vendor having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the NAFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the service Provider any resultant loss sustained or costs incurred by the NAFED.
- b. NAFED shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Supplier/vendor of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof and/or invoke the Bank guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the NAFED due to the Supplier/vendor (s)'s negligence or deficiency or unwork-man like performance of any of the services under the contract. The Supplier/vendor shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the NAFED shall be final and binding on the Service Provider.
- c. NAFED reserves the right to terminate the contract at any time by giving one month's notice in writing to the Supplier/vendor if the policy guidelines, on which the contract is dependent, are modified or other circumstances, in which event no fee, costs, expenses, damages etc. shall be payable.
- d. If at any time during the currency of contract, it comes to the notice of NAFED that the Govt. / Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the Service Provider, Nafed reserves the right to summarily terminate the contract.
- e. In case the performance of the Supplier/vendor is not found to be satisfactory during the currency of the agreement, Nafed can prematurely terminate the agreement after giving one-month notice.

#### **18. Indemnity:**

- a. The Supplier/vendor 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 Supplier/vendor in respect of the services provided etc., whatsoever.

#### **19. Confidentiality:**

- a. The Supplier/vendor and its employees shall undertake to maintain absolute Confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to agency of Govt. of India and its affairs to which the Service Provider)/ their employees etc have access, in the course of performance of the contract.

## **20. Execution of Agreement:**

- a. Separate agreements for supply of tag/QR Tag after award of work shall be executed between NAFED and the empanelled Supplier/vendor on Non-Judicial Stamp Paper of Rs. 100/-, to be provided by the Supplier/vendor on award of work. The terms and conditions enumerated in the tender shall form the part of the agreement and terms and conditions of both tender and propose Supplier/vendor shall be read in tandem with each other.

## **21. Force majeure:**

- a. Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Supplier/vendor, which such Supplier/vendor could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Supplier/vendor or the failure of such Supplier/vendor to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Supplier/vendor's obligations under this Contract. A Supplier/vendor shall be entitled to suspend or excuse performance of its respective obligations under this contract to the extent such performance is impeded by a Force Majeure event.

## **22. Notices:**

- a. Any notice, request, or consent made in pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

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

- a. The TENDER document shall be constituted 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 Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the



exclusive jurisdiction of those courts for 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 tender document and process thereof 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 seat and venue 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 intending bidders in the courts having jurisdiction over the parties.

#### **24. Information to the Applicant(s) –**

- a. NAFED reserves the right to accept or reject any / all tender applications 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> only, by way of corrigendum.
- b. All Applicants are responsible for all costs incurred by them when evaluating and responding to this tender and any negotiation costs incurred by the recipient thereafter.
- c. NAFED reserves the right to modify, suspend, change or supplements this tender at any stage of the process. Any change to the tender will be notified through the above mentioned NAFED website. This tender Information 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. Mere submission of applications under this tender does not ensure selection of the Applicant as Successful Applicant.
- d. The applications should be complete in all respects. Incomplete and unsigned applications not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
- e. After scrutiny of documents in accordance with the terms & conditions of this tender. NAFED shall finalize the State wise L-1 party fulfilling eligibility criteria and inform them accordingly.
- f. 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.

- g. Applications which are vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.
- h. The applicant should sign on each page of the tender documents.
- i. NAFED reserves the rights to call any additional information/documents from applicant(s) and same shall be submitted by the applicant to NAFED within given time period.

**25. HOLIDAY LISTING:** The vendors / 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.

## **26. Integrity Pact (IP)**

- a. Bidders are to sign integrity pact of NAFED and submit along with bid document. Bids without signed Integrity pact are liable for rejection. Duly signed and stamped hard copy of Integrity pact should reach us within 10 days of due date/extended due date. (Annexure-2)
- b. Pro-forma of Integrity Pact (IP shall be returned by the Bidder/s along with the bid documents (technical bid/un-priced bid in case of 2 part bids), duly signed by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with bid documents shall result in the bid not being considered for further evaluation. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, NAFED shall be entitled to demand and recovered from Bidder Liquidated Damages amount by forfeiting the EMD / Bid Security as per provisions of IP. If the contract has been terminated according to the provisions of the IP, or if NAFED is entitled to terminate the contract according to the provisions of the IP, NAFED shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.

\*\*\*\*\*

## **Annexure 2: 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 society/FPO/company incorporated under the ..... or Partnership Firm duly registered vides Deed of Partnership dated..... or Proprietorship Firm, thorough its Director/Partner/Proprietor Mr./Mrs. and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART.....,

### **PREAMBLE**

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

### **Article: 1- Commitments of the Principal**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Annexure A

S No.	Particulars	Details
1	Name of Organization	
2	Type of firm	(Private Limited/ Public Limited/ Cooperative/ Proprietorship)
3	Registered office address	
4	Contact Details	
5	Website	
6	Name of Authorized Signatory	
7	Designation	
8	Email Id	
9	Mobile number	
10	Date of incorporation	
11	Positive Net Worth as on 31.03.2024	
12	Relevant experience	Documents to be provided as described in scope of work.
13	Any other details	



## Annexure B

Certificate from Chartered Accountant/ Statutory Auditor regarding Net Worth

Certified that M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_  
\_\_\_\_\_ has been having positive net worth of -----  
----- as on 31st March 2024. Further, the company/firm is engaged in  
printing/supplying QR Tag Tags.




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:	Company Secretary / Chartered Accountant
Name of the firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	

Date:

Place:

## Annexure C

Stitchable Area (1 inch)	
सिलाई एरिया	
(4 inch)	
 123456789012	 (2 inch)
State : Commodity & Season :	(1 inch)  (1 inch) 123456789012
Unprocessed whole raw pulses (not for direct human consumption).	

**FINANCIAL QUOTATION FORMAT**

S. No.	Particulars	
1	Company name	
2	Address	
3	Authorized Rep. & Designation	
4	E-mail	
5	Mobile Number	
6	PAN Number of Company	
7	GST Number	
8	EMD details (UTR No. Date, Bank etc.)	

State	Tentative Requirement of printed QR code Tags ( 55 GSM)	Offered F.O.R Price (excluding Taxes)
Rajasthan	52,61,000	
Gujarat	62,00,000	
Karnataka	12,50,000	
Uttar Pradesh	8,00,000	
Haryana	20,50,000	
Madhya Pradesh	2,00,000,00	
Telangana	7,00,000	
Andhra Pradesh	0	
Maharashtra	10150000	
Odisha	60000	
Tamil Nadu	20,00,000	
Kerala	1,50,000	
Guwahati	8,00,000	
Bihar	8,13,600	
<b>Total</b>	<b>5,02,34,600</b>	

## Remarks:

- Service Provider will clearly mention the State wise F.O.R. Rates plus taxes (Unloading charges at destination point will be borne by the Service Provider)
- Conditional offer will not be considered.
- The requirement of QR code Tags are purely tentative, it may be increased or decreased.
- The order to successful service provider may be provided by the concerned branches and invoices and other supporting document will be submitted by the Service Provide in the concerned branches. The checklist may be provided to Service Provider by the branches.
- The information provided by us are true and terms & conditions are acceptable to us.

Signature with Company Seal