



TENDER DOCUMENT

FOR

SUPPLY OF COMPUTER HARDWARE [Desktop PCs/Laptops/Printers]

National Agricultural Cooperative Marketing Federation of India Limited (NAFED)
NAFED House, Ashram Chowk New Delhi- 11 00 14
Website: www.nafed-india.com

Tender No. HO/IT/Proc./2025-26

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

End Date- 28/07/2025 by 3:00 PM

Notice of DISCLAIMER

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

NOTICE INVITING TENDER (NIT)

E-tender ref no: HO/IT/Proc/2025-26/

National Agriculture Cooperative Marketing Federation of India Ltd (NAFED) invites RFQ for the procurement of Computer Hardware for NAFED. The application form and other terms & conditions may be downloaded from NAFED's website www.nafed-india.com. Interested parties may submit their bids on or before **28/07/2025 by 3:00 PM at NAFED, Head Office.**

TERMS AND CONDITIONS

1. Intending bidders may submit given application (duly filled in) along with required documents to be accompanied with a proof of tender fee of Rs. 1,000+180 GST=1180/- (Rupees One Thousand One Hundred Eighty Only) and proof of deposit of an interest free EMD of Rs. 50,000/- (Rupees Fifty Thousands only) by way of RTGS/NEFT. Tender fee is non refundable.
2. The bid complete in all respect should be submitted **at NAFED, Head Office** only on or before **28/07/2025 by 3:00 PM**.
3. There will be a pre-bid meeting on **15/07/2025, 03:00 PM** with interested vendors to address their queries. This meeting may be conducted online. Interested bidders may send an e-mail on or before **15/07/2025, 11:00 AM** to itsection@nafed-india.com to receive meeting details to participate on the same. Final reply will be uploaded in at NAFED website, which will be binding to all Bidders.
4. NAFED has constituted an "Evaluation Committee" (EC) which shall evaluate technical and financial bids submitted by the bidders and examine the documents provided by the bidder vis-a-viz requirements specified in the tender document.
5. Evaluation Committee (EC) of NAFED shall open all the tenders received. Bidders who have submitted their bid may participate in the bid opening. Interested bidders may send an e-mail on last date of bid submission to itsection@nafed-india.com to receive meeting details to participate on the same.
6. A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Financial Bid evaluation. After the technical evaluation is completed, opening of the financial bids will be done. The Financial bids of only technically qualified bidders will be opened. The Financial evaluation of the perspective bidder will be carried out with respect to such bidders who qualified in technical evaluation.
7. The bidder who will quote lowest bid in financial bid may be given work order.
8. On verification of all the documents submitted by selected bidder, the work order shall be given to the selected bidder.
9. NAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges NAFED to proceed with all or any part of tender process. The RFQ is not the subject of any process of contract or any contractual obligations between NAFED and prospective bidder.
10. Any further corrigendum/information regarding this tender will be uploaded on NAFED website at <http://www.nafed-india.com/Tenders> page; interested bidders are requested to keep checking the website for updates.

Section -1 Invitation for Bids [IFB]

1. National Agricultural Cooperative Marketing Federation of India Ltd (NAFED) is an apex organization of marketing cooperatives for agricultural produce in India, under Ministry of Agriculture, Government of India.
2. In order to meet the hardware requirement at its Delhi Office & Branches, NAFED invites sealed bids from eligible bidders for the supply, installation and commissioning of computer hardware (Desktop PCs / Laptops / Printers) along with operating system and other peripherals details mentioned at Annexure-I, delivery locations mentioned at Annexure-V.
3. Tender methodology proposed to be adopted by NAFED will be "TWO Bid system" i.e. Technical Bid and Commercial Bid with Technical bid containing pre-qualification also. NAFED would enter into contract with the bidder who qualify pre-qualification, technical bid and whose commercial bid is found to be Lowest Commercial Bid [L-1].

4. Minimum Eligibility Criteria / Pre-qualification criteria (with Documental proof.)

The Bidder:

- A. Should be Original Equipment Manufacturers (OEM) / Authorized Dealer (AUD)/Distributor of OEM.

Bidders quoting as Authorized Distributors/dealers of the manufacturer will be considered provided:

1. The Bidder furnishes Authorization from the Manufacturer of Computer Hardware [desktop PCs] as per Annexure-III.
 2. The Bidder as authorized agent has supplied installed and commissioned computer hardware and peripherals of the kind required by NAFED and has provided after sales service satisfactorily and such computer hardware and peripherals must be in satisfactory operation for at least 2 years on the date of Bid opening.
- B. The intending bidder shall either be a Proprietorship firm or a Cooperative organization or a LLP or a Partnership firm duly registered under the provisions of Indian Partnership Act of 1932 or a Company registered under the relevant provisions of Companies Act of 1956 or 2013. In case of Partnership Firm, the intending bidders 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.
 - C. Should be in existence in core Computer hardware sales and services business for the last three (3) years
 - D. Should have minimum average turnover of 1 Crore out of Indian Operations from the sale of computer hardware during the last three (3) years ending March 2025. In case of Bidders not himself the manufacturer, the turnover should be of its own and not that of the principal.
 - E. Should have direct support centers at PAN India. In case of support through service partners details of customers supported by the service partners to be attached.
 - F. Should have successfully delivered and installed at least 10 laptops and 40 desktop PCs at multiple locations in single order or separate order for laptop and desktop PC during last 3 years.

Section -2 Instruction for Bidders

1 Introduction

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

2 Pre-bid meeting / Clarification of Bids

2.1 The time of pre-bid meeting, technical bid opening, Bids evaluation, NAFED may conduct the same via online and/or offline mode.

2.2 Clarification sought by bidder should be in writing E-mail and submitted latest by date and time mentioned in RFQ.

2.3 In case of any clarification required by NAFED to assist in the examination, evaluation and comparison of bids, NAFED may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.

2.4 Technical Bid

1. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid
2. Any deviations from the specifications should be clearly brought out in the bid
3. Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract

3 Amendment to the bidding document

3.1 At any time prior to the deadline for submission of Bids, NAFED, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document and upload a corrigendum for the same only on website: www.nafed-india.com.. Interested bidders are requested check the website from time to time for any corrigendum.

3.2 In order to allow prospective Bidders reasonable time in which to take the corrigendum into account in preparing their Bids, NAFED, at its discretion, may extend the deadline for the submission of Bids.

4 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its Bid and NAFED will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

5 Documents constituting the bid

The Bidding document includes the following:

Invitation to Bid	Section I
Instruction for Bidders	Section II
General Terms and Conditions	Section III
Special Terms and Conditions	Section IV
Technical Specification of Computer Hardware	Annexure I

Pre-qualification / Technical Bid	Annexure II
Manufacturer Authorization Form [MAF]	Annexure III
Forwarding Letter	Annexure IV
Requirement /Delivery	Annexure V
Undertaking of Authenticity for Computer Hardware	Annexure VI
Commercial Bid	Annexure VII
Declarations and Undertakings	Annexure VIII
Holiday Listing	Annexure IX
Integrity Pact (IP)	Annexure X

6 Period of validity of bids (Date till which the bids should be valid)

90 days from the closing date of submission of tender document and shall be binding on the bidder, if NAFED chooses to place the purchase order (PO) or repeat order(s), on or before that date. NAFED, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

7. Signing of Bid and Other Conditions:

- 7.1 Every page of the tender shall be signed on the right side bottom corner by the person or persons submitting the tender in token of his/their having acquainted himself / themselves with the general conditions etc. as laid down. Any tender is liable to be treated as defective and rejected, if any of the pages is not signed. No erasures alterations and/or overwriting are allowed. Failure to comply with either of these conditions will render the tender liable for rejection. No request of any change in rate after the opening of the tender will be entertained. The bidder shall submit such signed & stamped copy of complete tender documents along with bid.
- 7.2 No extra cost shall be paid by NAFED for supply, service, installation and implementation.
- 7.4 Any inquiry concerning this Tender may be submitted in writing via e-mail to IT Section: itsection@nafed-india.com titled as Enquiry for “**SUPPLY OF COMPUTER HARDWARE**”.

8 Sealing and Marking of Bids

- 8.1 The bidder shall submit a sealed non-window envelope containing
 - 8.1.1 Pre-qualification/minimum eligibility criteria, Technical bid and draft for Rs. 1,180/- towards application amount in sealed non-window envelope.
 - 8.1.2 Commercial bid in separate sealed non-window envelope in given format at Annexure-VII .
- 8.2 The envelopes shall be addressed to NAFED at the address given below:

Executive Director (IT),
 NAFED,
 NAFED House, Ashram Chowk,
 New Delhi- 11 00 14

9 Last date for submission of Bids

Last date for bid submission is mentioned in RFQ.

- 9.1 In the event of the specified date for the submission of bids, being declared a holiday for NAFED, the bids will be received upto the appointed time on the next working day.
- 9.2 Modification And/or Withdrawal of Bids: Bids once submitted will be treated, as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder. NAFED has the right to reject any or all tenders received without assigning any reason whatsoever. NAFED shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

10 Documents Establishing Bidder's Eligibility and Qualification

- 10.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract and submit the details as per Annexure-II.
- 10.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted shall be established to NAFED's satisfaction:
- 10.3 That the Bidder has the Financial, Technical and Production/ Distribution/ Service capability necessary to perform the contract;
- 10.4 That the Bidder meets the qualification criteria as required under Minimum Eligibility Criteria and
- 10.5 That adequate, specialized hardware, related operating system expertise are already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault free operation of hardware, operating system and maintenance during the mandatory 3 year warranty period and provide necessary maintenance services for further period, if desired by NAFED after the end of warranty period.

11 NAFED's Right to accept any Bid and to reject any or All Bids

NAFED reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NAFED's action.

12 Evaluation of Bids

12.1 Clarification of Bids

During evaluation of Bids, NAFED, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

12.2 Preliminary Examinations / Pre-qualification

- 12.2.1 In the first stage, Pre-qualification/Technical Bids will be opened in presence of a Technical Bids Opening Committee appointed for the purpose. Bidder or its representative may attend the bid opening on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance and submit copy of identity card issued by Govt. of India/State Govt, etc. (Aadhar Card, Photo PAN Card, Voter id Card, Valid Indian Passport etc.)

12.2.2 NAFED will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.

12.2.3 NAFED may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

12.2.4 Prior to the detailed evaluation, NAFED will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. NAFED's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. NAFED would also evaluate the Bids on technical parameters.

12.2.5 If a Bid is not substantially responsive, it will be rejected by NAFED and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

12.2.6 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

12.2.7 All the bidders who qualify in pre-qualification and Technical evaluation would be shortlisted. Commercial bids of only shortlisted bidders would be opened.

12.2.8 Bidders with Lowest price quoted for a line item will be declared winner for that particular line item.

12.3 Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

12.3.1 If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.

12.3.2 If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

12.3.3 If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

12.4 NAFED at its discretion can ask the vendors for the demonstration of all or some components/features of the hardware quoted by them. However, NAFED will not pay/reimburse any expenditure incurred by the vendor for arranging the demonstration.

13 Contacting NAFED

13.1 Bidder shall NOT contact NAFED on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from NAFED.

- 13.2 Any effort by the Bidder to influence NAFED in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

14 Award of Contract

- 14.1 NAFED will award the contract to the successful Bidder, out of the Bidders who have responded to NAFED's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.
- 14.2 NAFED reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.
- 14.3 Freight Charges- the Supplier has to deliver and install the above mentioned items in Head Office, Delhi and our branches across all over India. **Transportation charges for branches will be paid on actual basis on submission of original bills.**

Section -3

General Terms and Conditions

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1.1 "NAFED" means National Agricultural Cooperative Marketing Federation of India Limited (NAFED);
- 1.2 "The Contract" means the agreement entered into between NAFED, represented by its Officer and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 1.4 "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to NAFED under the Contract;
- 1.5 "The Services" means those services ancillary to the supply of the Goods, such as insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 1.6 "TCC" means the Terms and Conditions of Contract contained in this section;

- 1.7 "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 1.8 "The Project Site" means various Offices of NAFED.

2 Use of Contract Documents and Information

- 2.1 The Supplier shall not, without NAFED's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NAFED in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.2 The Supplier will treat as confidential all data and information about NAFED, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NAFED.

3 Subcontracts

- 3.1 The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, except with NAFED's prior written consent.
- 3.2 The Supplier shall notify and obtain concurrence from NAFED in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

4 Delivery and Installation

- 4.1 The Bidder should deliver the goods/services within stipulated time as mentioned in Special terms and conditions from the date of Purchase Order.
- 4.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The vendor should take responsibility and liability of the Goods till it reaches the delivery destination as informed by NAFED, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Vendor shall organize the Road Permits wherever required, any letter required for this will be given by NAFED.
- 4.3 The Bidder should install the goods within Six (6) weeks, from the date of delivery. If the Bidder fails to install the items within Six (6) weeks, NAFED will impose a penalty of "2% plus GST as applicable rate" of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 10% of value of the late installed items.

4.4 Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any hardware or other components and operating system modules mentioned in the order
- Non-delivery of supporting documentation
- Delivery, but no installation of the components and/or operating system
- System operational, but unsatisfactory to NAFED

4.5 NAFED will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail forfeit of SD of the Bidder.

4.6 Products shall be supplied in a ready to use condition along with all Cables, Connectors, operating system Drivers and Manuals etc.

4.7 The vendor shall integrate the hardware with the existing LAN infrastructure.

5 Delivery and Documents

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 1 Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- 2 Manufacturer's / Supplier's warranty certificate;

6 Price

- 6.1 Prices quoted by the bidders should include all local taxes, GST, duties, levies, commission and any other miscellaneous/hidden charges and insurance costs till the equipment is accepted.
- 6.2 Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 6.3 The prices quoted shall be valid for a minimum period of 90 days from the last date for submission of offers.
- 6.4 Vendor will have to arrange for any type of road permit for delivery at branches, if required, on behalf of NAFED.

7 Terms of Payment

- 7.1 The standard payment terms of NAFED are given below.
 - a) 50% after delivery, verification of product documents and installation of items at respective locations.
 - b) 50% along after complying with acceptance criteria and submission of acceptance report from Head Office and Branches.

All the payments will be made by NAFED, Delhi.

- 7.1 Bidder will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by NAFED officials while claiming the payment.
- 7.2 Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST etc. in connection with delivery of goods at site including incidental services and commissioning.
- 7.3 The Bidder must accept the payment terms proposed by NAFED. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by NAFED. Any deviation from the proposed payment terms would not be accepted. NAFED shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of NAFED.
- 7.4 All Payments will be made to the Bidder in Indian Rupee only.

8 Technical Information

- 8.1 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- 8.2 The Models offered should strictly conform to the specifications given in the product literature and **these models should be supported for a minimum period of 3 years including warranty period**. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. NAFED shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.
- 8.3 When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
- 8.4 In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

9 Acceptance

- 9.1 The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and operating system as specified in the tender must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by NAFED, their consultant or other such person nominated by NAFED at its option as per the acceptance criteria as defined in 9.5. The acceptance will involve trouble- free operation at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to NAFED.
- 9.2 In the event of hardware and operating system failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which NAFED reserves the right to get the corresponding component replaced by the Bidder at no extra cost to NAFED or to cancel the order and recall all the payments made by NAFED to the bidder.

- 9.3 Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder.
- 9.4 NAFED's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by NAFED or its representative prior to the shipment of the goods.

9.5 Acceptance Criteria:

The acceptance will be given after physical delivery of the items at respective location, successful installation, configuration of the Hardware / Operating system and Integration with existing LAN/WAN at respective NAFED Offices/locations mentioned below:

S. N	Nature of activity	Remarks
1	Physical Delivery of the hardware items as per the PO and hardware configuration.	The vendor has to deliver and install the items mentioned in the PO at NAFED premises.
2	PC/Laptop Configuration and Installation related issues.	The vendor will configure the PC/Laptops with the existing LAN/WAN and install related drivers on user's PC/Laptops. Vendor shall hand over all the accessories, driver CDs/DVDs, manuals etc. to the NAFED officials.
3	Acceptance Report	As a confirmation to the above activities mentioned at Sr. 1 & 2, vendor shall obtain duly signed acceptance report, from the NAFED officials of respective locations and submit the same at the time of claiming final payment.

10 Acceptance Certificate

On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after NAFED is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of NAFED will be issued. The WARRANTY of the Hardware starts from that date.

11 Governing language

- 11.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 11.2 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

12 HOLIDAY LISTING:

NAFED's policy for Holiday-Listing, which is available on the website of NAFED, must be acceptable to the bidders. Notwithstanding anything contained in this tender documents is mutatis mutandis applies to this 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 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. (refer- Annexure-IX)

13 Integrity Pact (IP):.

The Successful bidder will be required to sign Integrity Pact. It will be assumed that successful bidder have gone through the Integrity Pact (refer- Annexure-X).

14 Earnest Money Deposit (EMD) & Tender Fee

Intending bidders may submit given application (duly filled in) along with required documents to be accompanied with a proof of tender fee of **Rs. 1,000+180 GST=1180/- (Rupees One Thousand One Hundred Eighty Only)** and an interest free Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Demand Draft/Pay Order/RTGS/NEFT in favour of NAFED, payable at New Delhi. Tender fee is non refundable.

BANK ACCOUNT DETAILS FOR TENDER FEE & EMD

BANK ACCOUNT DETAILS FOR TENDER FEE

NAFED
IDFC FIRST BANK, NEW FRIENDS COLONY, NEW DELHI
A/C No. 10060002037
IFSC Code: IDFB0020102

BANK ACCOUNT DETAILS FOR EMD & SD

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

Tender received without Earnest Money Deposit and Tender Fees shall not be entertained and any exemption is not allowed.

- a. NAFED shall not pay any interest on the EMD. Bids not accompanied by EMD & cost of tender form shall be summarily rejected. In case the bid submitted is non-responsive, the Earnest Money Deposited by the bidder shall stand forfeited.
- b. The Earnest Money (without interest) shall be returned to all unsuccessful Bidders as early as possible within a period of 60 days from the date of issue of the contract award letter to the successful bidder. No interest shall be payable on Earnest Money, in any case.

15 Security Deposit

- a. EMD amount of Rs 50,000/- (Rupees Fifty thousand only) of the successful bidder(s) already paid shall be converted to security deposit (SD) amount required to be submitted by the bidder.

- b. If the successful Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for NAFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Bidder and to appropriate the Security Deposit furnished by the bidder or any part thereof towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the NAFED.
- c. Security will be released to the Bidder after submission of installation reports of branches and three years warranty certificate from OEM.

16. **Warranty**

- 16.1 The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 16.2 The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NAFED's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
- 16.3 On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and operating system including battery for laptops against defects arising out of faulty design, materials and media workmanship etc. for a period of Three years from the date of acceptance of the hardware. The vendor will provide support for Operating Systems and other pre-installed operating system components during the warranty period of the hardware on which these operating system will be installed. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport. Vendor's hardware engineer will report at NAFED offices within two hours of reporting of breakdown through telephone/ email at the vendor's nearest office and repair the same at the earliest.
- 16.4 During the Warranty period, the Bidder/OEM will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 16.5 NAFED shall promptly notify the Bidder in writing / e-mail of any claims arising under this warranty.
- 16.6 The Bidder must provide the following warranties:
 - a) The equipment proposed is complete in every way.
 - b) The hardware / operating system specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation.
- 16.7 In case an equipment, peripheral or components (such as CPU, SMPS, Circuit Boards, Printers, etc.) are taken away for repairs, the vendor shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting NAFED's regular work.
- 16.8 If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to NAFED.

- 16.9 Free **on-site maintenance** services shall be provided by the OEM during the period of warranty.
- 16.10 Further provided that NAFED may, during the currency of the warranty, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier/OEM undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to NAFED.

17 Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and NAFED is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. NAFED will give notice to the Supplier of such claim, if it is made, without delay.

18 Force majeure

- 18.1 Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.
- 18.2 It is agreed between the parties that the performance of obligations under this agreement is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- 18.3 Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 18.4 During the continuance of the Force Majeure, **NAFED** reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the **NAFED** may also suspend the agreement for such period as is considered expedient, the
- 18.5 Selected Bidder agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- 18.6 The Selected Bidder agrees and understands that if the Force Majeure condition continues for a long period, then the **NAFED** in its own judgment and discretion, may terminate this Agreement and in such case Selected Bidder agrees that they shall have no right or claim of any nature whatsoever and **NAFED** shall be released and discharged of all its obligations and liabilities under this Agreement.

19 Repeat Order

NAFED reserves the right to place repeat order for additional requirement (Max. 20% of items that were originally ordered) of PCs at the negotiated price within 90 days of placing the initial order.

20 Forfeiture of Security Deposit

NAFED shall be at liberty to set off/adjust the proceeds of the Security Deposit towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to NAFED's right to proceed against the Supplier in the event of the Security Deposit being not enough to fully cover the loss/damage.

21 Penalty for Default Delivery

If the vendor fails to deliver the items within 6 (Six) weeks, NAFED will impose a penalty of **“2% plus GST as applicable rate” of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.**

In case the delay exceeds five weeks, NAFED reserves the right to cancel the order and forfeit the SD. In such an event vendor will not be entitled to or recover from NAFED any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by NAFED for participating in any future tenders floated by NAFED.

22 Termination

NAFED may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NAFED.

NAFED reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- 22.1 Failure of the successful bidder to accept the contract within specific days of receipt of purchase contract as stated in the Purchase order;
 - 22.2 If the successful bidder breaches any of the terms and condition of the contract;
 - 22.3 Delay in delivery beyond the specified period;
 - 22.4 Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- and

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

23 APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 23.1 This contract shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of Republic of India.
- 23.2 All or any disputes arising out or touching upon or in relation to the terms of this contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The

arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force, The Arbitration Proceedings shall be conducted by a Sole Arbitrator who shall be appointed with due process of law. The venue and seat of the Arbitration shall be at New Delhi, India and language of arbitration shall be English. It is hereby clarified that during the Arbitration Proceeding the Parties shall continue to perform their respective rights and obligations under the agreement.”

24 Indemnity and Limitation of Liability

- The bidder hereby agrees to defend, indemnify and hold harmless NAFED against any liability, losses, damages or costs (including any legal costs) incurred or suffered by NAFED as a result of any breach, gross negligent act or omission or wilful default on the part of The bidder, or its Representatives arising either directly or indirectly from the performance (or non-performance) by The Bidder or any of its Representatives of any obligations under this Agreement.
- NAFED shall not be liable to the bidder for any special, indirect, consequential, punitive or exemplary damages, including for greater certainty any damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business.
- Notwithstanding anything mentioned anywhere, total aggregate liability of the bidder including for third party damage/claims, on account of outcome of the services provided by The bidder, within the scope of this agreement is limited to the extent of fees paid/to be paid for the work under this agreement. The bidder's liability, if any, shall expire one year after the expiry of this agreement.

Section -4 Special Terms and Conditions

1. Cost Details

The price should includes all levies/ taxes like Service tax, GST, Sales Tax, Customs, Excise, traveling charges, support service during warranty etc. Item wise breakup of all applicable taxes must be mentioned in the Invoice.

2 Terms of Delivery

All items should be delivered within Six weeks from the date of purchase order at NAFED's location/office in India.

Vendor will have to verify all the items within one week from the date of delivery in the presence of NAFED officials at respective location/offices.

3 Warranty

The vendor to provide **comprehensive on-site warranty of THREE YEARS (include batteries for laptops)** from the date of acceptance for all the hardware items.

The Warranty should be BACK TO BACK from OEM.

Technical Specification of Computer Hardware

1. Desktop PCs (HP or Dell only) Commercial Model onlyRequirement: **46 Nos.**

S.N.	COMPONENT	MINIMUM SPECIFICATIONS
1	PROCESSOR	Intel Core i7-13th Gen or above
2	MEMORY	16 GB minimum
3	MONITOR	18.5" TFT or above
4	SSD	512 GB (min)
5	OPERATING SYSTEM	Genuine Windows 11 Professional, 64 Bit
6	Other (Minimum)	In-built speaker, 4 USB ports, LAN port, HDMI port,

2. LAPTOPS: (HP or Dell only) Commercial Model onlyRequirement: **21 Nos.**

S.N.	COMPONENT	MINIMUM SPECIFICATIONS
1	PROCESSOR	Intel Core i7-13th Gen
2	MEMORY	16 GB
3	MONITOR	14" or 14.1" screen size only
4	SSD	512 GB (min)
5	OPERATING SYSTEM	Genuine Windows 11 Professional, 64 Bit.
6	Weight	< =1.5 kg
7	Body type	Metallic with Laptop Bag

3. PrintersRequirement: **46 Nos.**

HP LaserJet Pro MFP M128fw

Annexure-II

A. Pre-Qualification / Technical Bid

[all fields to be filled in duly and proof of the same to be attached separately]

1	Name of the Bidder				
	Address of the Bidder				
	Telephone	Fax	e-mail	Website	
2	Contact Details of the Person authorized to make commitments to NAFED				
	Name				
	Designation				
	Mobile No.				
	E-mail id				
3	Company Details [Registration certificate to be enclosed]				
	Type of Company [Govt. / PSU/ Pub. Ltd/ Pvt. Ltd/ Partnership / Proprietary.]				
	Registration No., and date of registration				
	Year of Incorporation / Establishment				
	GST No. [copy to be enclosed]				
	Income Tax Number [copy to be enclosed]				
4	Financials [fill in the details and attach proof of the same]				
	Turnover [in lakh]				
	2022-2023				
	2023-2024				
	2024-2025				
5	Name	Address and Contact Details	Hardware Supplied [Qty]		PO details
S. No.			Desktop/ Laptop(Qty.)	Location where supplied	PO No and Date [attach PO masking price]

B. Technical Bid

1. Desktop PCs (HP or Dell only) Commercial Model only

Requirement: **46 Nos.**

S.N	COMPONENT	MINIMUM SPECIFICATIONS	VENDOR'S RESPONSE	DEVIATIONS (IF ANY)
1	PROCESSOR	Intel Core i7-13th Gen		
2	MEMORY	16 GB		
3	MONITOR	18.5" TFT		
4	SSD	512 GB (min)		
5	OPERATING SYSTEM	Genuine Windows 11 Professional, 64 Bit.		
6	Other (Minimum)	In-built speaker, 4 USB ports, LAN port, HDMI port		

2. LAPTOPS: (HP or Dell only) Commercial Model only

Requirement: **21 Nos.**

S.N.	COMPONENT	MINIMUM SPECIFICATIONS	VENDOR'S RESPONSE	DEVIATIONS (IF ANY)
1	PROCESSOR	Intel Core i7-13th Gen		
2	MEMORY	16 GB		
3	MONITOR	14" TFT or 14.1" (screen size only)		
4	SSD	512 GB (min)		
5	OPERATING SYSTEM	Genuine Windows 11 Professional, 64 Bit.		
6	Weight	< =1.5 kg		
7	Body type	Metallic with Laptop bag		

3. Printers

Requirement: **46 Nos.**

COMPONENT	VENDOR'S RESPONSE	DEVIATIONS (IF ANY)
HP LaserJet Pro MFP M128fw		

Note: vendor to specify clearly his offering in vendor's response column. DO NOT SPECIFY COMPLIED, YES etc.

Note : Technical bid will be evaluated only for bidders who qualify the pre- qualification criteria [Annexure II (A)]

Place:

Date:

Signature with Seal
Empanelled vendors also need to fill the details.

Sample Manufacturers Authorization Form

[To be submitted along with Technical Bid]

Ref. No:

Date:

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

Dear Sir,

Sub: Dated for supply of Computer Hardware

We _____ who are established and reputable manufacturers of
_____ having factories at _____ and
_____ do hereby authorise M/s _____ [Name and
address of vendor] to submit a bid and sign the contract with you for the goods manufactured by
us against the above RFQ No _____ dated _____
We hereby extend our full guarantee and warranty as per the clauses of contract based on the
terms and conditions of the RFQ for the goods and services offered for supply by the above firm
against the RFQ.

Yours faithfully

[_____]
Name of the manufacturer

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed
by a person competent and having the power of attorney to bind the manufacturer. It should be
included by the bidder in its bid.

Forwarding Letter

[To be submitted on the letter head of the bidder along with Technical Bid]

Ref. No.

Date:

To,

The Executive Director (IT), NAFED,
NAFED House, Ashram Chowk,
New Delhi- 11 00 14

Dear Sir,

Sub: RFQ No _____ Dated _____ for supply of
Computer Hardware

1. We, the undersigned, offer to supply and deliver equipments and services including installation and commissioning of Desktop PCs, laptops and Printers in conformity with the tender.
2. We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Tender.
3. We agree to abide by this bid for the period of 90 days from the last date of submission of tender document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal contract is prepared and executed, this bid, together with NAFED's written acceptance thereof and the NAFED's notification of award shall constitute a binding Contract between us.
5. We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery.
6. We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system and also that it shall be sourced from the authorized source (eg., authorized Microsoft channel in case of Microsoft operating system). Further, we are willing to indemnify NAFED against any claims due to violation of any patents and copyrights for the operating system sold under licensing agreement from us.
7. In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / operating system already billed, we agree to take back the hardware without demur, if already supplied and return the money if any paid to us by you in this regard.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
9. We agree that the NAFED will have Single Point of Contact with us, at the details stated below for the entire goods and services to be delivered by us in case our bid is accepted.
10. Name, Address, email and Contact No. of Bidder for Single Point of Contact _____
11. We understand that the NAFED is not bound to accept the lowest of any bid the we may receive.

Dated _____ day of _____ 2025.

(Signature in the Capacity of)
Duly Authorized to sign bid for and on behalf of
(Name & Address of Bidder _____)

Requirement / Delivery Details

Exact Location and the number of new PCs required are as under:

Location	Laptop	Desktop	Printer
Ahmedabad	2	-	-
Bangalore	1	-	-
Chandigarh		2	2
Bhubaneswar	1	1	2
Mumbai	1	5	4
NSBD Indore		3	3
Lucknow	2	2	4
Nasik	1	-	-
Srinagar	1	-	1
Kolkata	-	-	1
Raipur	-	4	4
Guwahati	-	2	1
Kochi	-	2	1
Rudrapur	-	1	1
Azadpur	-	2	2
Patna		3	1
HO (Delhi)	12	19	19
Total	21	46	46

Undertaking of Authenticity for Desktops, Laptops and Printers
(To be signed by authority not lower than the Company Secretary of the Vendor)

With reference to the Desktops being quoted to you vide our quotation No.:_____ dated _____, we hereby undertake that all the components / parts / assembly / operating system used in the Desktops, Laptops and Printers under the above like Hard disk, Memory etc., shall be original new components / parts / assembly / operating system only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / operating system are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system] and also that it shall be sourced from the authorized source (eg., authorized Microsoft channel in case of Microsoft operating system).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / operating system already billed, we agree to take back the Desktops, laptops and Printers without demur, if already supplied and return the money if any paid to us by you in this regard.

We (Vendor name) also take full responsibility of both parts & service as per the content even if there is any defect by our authorized service centre / reseller / SI etc.

Authorised Signatory

Name

Designation

Place

Date

Commercial Bid 1 Cost of Computer Hardware

Amount in Rupees

S.N.	Item Description	Qty	Unit Cost [in Rupees] (inclusive of taxes)		Total Cost [in Rupees] (inclusive of taxes)
			Figures	Words	
		A	B		C=A*B
1.	Desktop PCs	46			
2.	Laptops	21			
3.	Printers	46			

Note: Bidders are requested to note the following:

- Bidders with Lowest price quoted for a line item will be declared winner for that particular line item. Bidders may quote for single or multiple products.
- All the details must be provided as per format.
- Masked commercial bids must be given with technical bid.
- All the rates must be quoted in INR.
- All items are with three years warranty and warranty to be back to back from OEM. Warranty of laptop batteries should also be for a period of 3 years.

Authorized Signatory

Name

Designation

Place

Date

Declarations and Undertakings

(To be submitted on the letterhead of the Bidder)

To,
Executive Director,
NAFED, Nafed House, Ashram Chowk,
New Delhi, Delhi 110014

Date:

Ref: RFP No <.....>

DECLARATIONS AND UNDERTAKINGS:

1. It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entity(ies) while submitting their applications:
 - a) The intending bidder(s)/applicants) is/are/was/were neither in litigation with NAFED at any point of time regarding any business and trade activity of NAFED nor was/were it/they ever blacklisted by NAFED on account of such litigation(s) or otherwise.
 - b) Any of the present and past directors/ proprietor/ partners/ promoters etc of intending bidder(s)/applicants) was/were or is/are not part of such other and separate entity(ies) which was/were/ is/are in litigation with NAFED in present or past or/and such other entity (res) has/have/had ever been blacklisted by NAFED in the past for any reason.
2. If intending bidder(s)/applicants) is/are/was/were in litigation (s) with NAFED in present/past, it shall be incumbent upon such bidder(s)/applicants) to furnish the details of such litigations) and consequent blacklisting, if any, on the letter head of the entity (ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.
3. If any of the applicants) /intending bidders) or their promoters are found involved in litigations) with NAFED whether in past and present or they have/had been blacklisted by NAFED or/and any of the promoters of intending applicant(s)/bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with NAFED in present or past or/and such other entity (ies) has/have/had ever been blacklisted by NAFED in the past for any reason, NAFED shall have sole discretion to decide on the selection of such applicants)/bidder(s) even if such applicants)/bidder(s) fulfilling eligibility criteria and NAFED's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

On behalf of [Bidder Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Service Provider:

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.

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

NAFED'S POLICY OF HOLIDAY LISTING/BANNING

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


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- 10)ANNEXURE -C PERFORMA FOR COMMUNICATION OF APPELLATE DECISION ON HOLIDAY LISTING ORDER

ARTICLE-1: INTRODUCTION:

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


ARTICLE-2: SCOPE

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

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

ARTICLE-3: DEFINITIONS.

In these Guidelines, unless the context otherwise requires

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

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

ARTICLE-4: HOLIDAY LISTING

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

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

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

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

4.2. Procedure:

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

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

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

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

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



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

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

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

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

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

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

4.2.13. Provision for Appeal

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

4.2.15. Effect of Holiday Listing

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

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

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

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

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

ARTICLE-6. REVOCATION OF HOLIDAY LISTING:

- 6.1. An order for Holiday Listing once passed for a certain specified period shall be revoked as under :
 - 6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Branch/Division Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Division.
 - 6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the Competent Authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

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

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

(Proforma of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.

Date.....

To

M/s

Sub: Show Cause Notice

Ref :

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

Annexure -B

(Performa for Intimation of Holiday Listing)

BY REGD. POST/SPEED POST/COURIER

No.

Date.....

To

M/s

Sub: Intimation of Banning of Business Dealings / Holiday Listing

Dear Sir,

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

This order shall have the following effects:

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

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

Yours faithfully,

Annexure -C

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

BY REGD. POST/SPEED POST/COURIER

No.

Date

To

M/s

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

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

2. Your Appeal reference Dt.....

Dear Sir,

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

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

Yours faithfully,

14(3)

INTEGRITY PACT

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

And

.....a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vides Deed of Partnership dated..... or Proprietorship Firm, thorough its Director/Partner/Proprietor Mr./Mrs. and having its registered office at _____ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART.....,

PREAMBLE

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

Article: 1- Commitments of the Principal

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



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

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

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




14(5)

restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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



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Article: 4- Compensation for Damages

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

Article: 5 - Previous transgression

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

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

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

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

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Article: 8 - Independent External Monitor

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



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

Article: 9 – Pact Duration

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

Article: 10 – Other provisions

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



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

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

(For & on behalf of

(Office Seal)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

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