

HAFED

EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF e AUCTION
PORTAL AGENCIES

FOR DISPOSAL OF PULSES, OILSEEDS, ONION AND ANY OTHER
AGRICULTURE COMMODITY INFORMED BY HAFED FROM TIME TO TIME

NOTICE INVITING APPLICATIONS

1. HAFED invites applications in its prescribed EOI Document for engagement of panel of service providers for e-auction services of Pulses, Oilseeds, Onion and any other agriculture commodity informed by HAFED from time to time from the Service Providers meeting the conditions as stipulated in this EOI Document.
2. EOI document can be downloaded from HAFED's website www.hafed.gov.in
3. The Service Provider shall deposit application (processing) Fee and Earnest Money Deposit as specified in the EOI Document. Applications not accompanied by prescribed Earnest Money and application (processing) Fee will not be accepted unless otherwise specifically exempted as per the policy of Government of India issued from time to time
4. It is open empanelment process of Service Providers for e-auction services.
5. HAFED reserves the right to accept or reject any or all application and/ or to cancel the EOI at any stage without assigning any reason/notice whatsoever.
6. HAFED reserves the right to amend the EOI.
7. HAFED shall not be responsible for non-accessibility of website due to technical glitches or internet connectivity issues etc. at applicants end.

NOTICE

1. The information contained in this EOI document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the HAFED or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this EOI document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HAFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
2. This EOI document is not an agreement with the prospective applicants or any other person. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the HAFED in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the HAFED, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI document and obtain independent advice from appropriate sources.
3. The HAFED, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI document or arising in any way in this Selection Process.
4. The HAFED also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.
5. HAFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.
6. The issue of this EOI document does not imply that the HAFED is bound to select any applicant or to appoint the selected applicants as the case may be, for the assignment and the HAFED reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

7. The Applicant shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the HAFED, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the HAFED shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

OFFER LETTER FROM THE APPLICANT

From

(Full Name of the Service Provider firm) _____

Address _____

Phone No. _____

Fax _____

Email id _____

Website _____

To

Managing Director

HAFED

Dear Sir,

With reference to your EOI No. _____ dated _____ have been examined and understood the instructions, terms and conditions forming part of the empanelment, I/we submit the application for appointment of panel of service provider for e-auction of Pulses, Oilseeds, Onion and any other agriculture commodity informed by HAFED from time to time.

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Application document, duly signed and enclosed herewith and I/We agree to abide by them. We further confirm that the application is in conformity with the terms and conditions as mentioned in the EOI document. We also understand that the HAFED is not bound to accept the offer either in part or in full and that the HAFED has right to reject the offer in full or in part without assigning any reasons whatsoever.

3. I/We agree to keep the offer open for acceptance up to and inclusive of 60 days from the date of opening and to the extension of the said date by another 30 days in case it is so decided by HAFED. I/We shall be bound by communication of acceptance of the offer dispatched by HAFED within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for HAFED, the offer will remain open for acceptance till the next working day.

4. I/We hereby enclosed scanned copy of acknowledgment RTGS/NEFT Ref (UTR) No _____ dated _____ for Rs 5,00,000/- (Rupees Five Lakhs only) payable at Panchkula towards Earnest Money and another scanned copy of acknowledgement Ref _____ (UTR) _____ No _____ dated _____

_____ for Rs 5,000/-(Rupees Five Thousand only), towards application (Processing) Fee. In the event of my/our application being accepted, I/We agree to furnish Security Deposit as stipulated in the EOI and put in place the necessary services within thirty working days of issue of empanelment letter.

5. I/We do hereby declare that the entries made in the application are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

6. I/We do hereby declare that the Service Provider on whose behalf this Tender is submitted has not been blacklisted or otherwise debarred by HAFED or Central/State Govt. or any Central/ State PSU /Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I/We hereby declare that the Service Provider on whose behalf this Application is submitted was blacklisted/debarred by _____ (here give the name of the Department/Agency) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (Strike out whatever is not applicable)

7. I/We hereby declare that my Company is not blacklisted by GST authorities.

8. I/We hereby declare that the contract entered into by the Service Provider with HAFED or Central/State Govt. or any central/ State PSU /Statutory Corporations has not been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years.

9. I/ We hereby declare that the Earnest Money Deposit and/or Security Deposit of the Service Provider has not been forfeited or adjusted against any damages/ compensation payable, in the case of any Contract entered into by the Service Provider with HAFED or Central/State Govt. or any central/ State PSU /Statutory Corporations, during the preceding five years.

10. I/We declare that at no point of time, the Govt./Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the Service Provider.

11. I/We hereby declare that the Service Provider, Directors/ Partners have not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.

12. I/We hereby declare that I/We have not incorporated any condition(s) in the EOI and we have not made any deviation(s) or changes to the prescribed Tender document.

13. I/We certify that all information furnished by the Service Provider is true & correct and in the event that the information is found to be incorrect/untrue, the HAFED shall have the right to disqualify the Service Provider without giving any notice or reason thereof and/or summarily terminate the contract and/or blacklist the organization for a minimum period of five years without prejudice to any other rights that the HAFED may have under the Contract and Law.

EXPRESSION OF INTEREST (EOI) DOCUMENT FOR ENGAGEMENT OF SERVICE PROVIDER FOR e-AUCTION OF PULSES, OILSEEDS, ONION AND ANY OTHER AGRICULTURE COMMODITY INFORMED BY HAFED FROM TIME TO TIME

1 Introduction

- a. The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED), is an apex level Cooperative Marketing Federation in Haryana. HAFED is engaged in marketing of agricultural commodities both in the domestic as well as overseas markets with the prime objective of providing marketing support to the farmers to help them fetch reasonable price for their produce.
- b. Hafed is one of the State Procuring Agencies in the State of Haryana and also State level supportor of Nafed for procurement of notified agricultural commodities under Price Support Scheme (PSS). As per directives of the Government of Haryana, HAFED undertakes disposal of Agri Commodities.

2. Objective of the EOI

For engaging panel of service provider, this EOI document is invited from eligible E Auction/E Market place service providers. Through this EOI, HAFED may select a panel of E-auction/E-market place service provider received through this EOI from technically qualified bidders. The applications are therefore being invited from prospective Service Providers for carrying out such e-auction on behalf of HAFED.

3. Tender Details:

Date of issue of EOI	27.03.2021
EOI Document Download Start Date/time EOI Document Download End Date/time	27.03.21 at 3:00 PM 03.04.21 at 3:00 PM
Date, address and time for submission of application	On all working days Hafed Corporate Office, Sector-5, Panchkula (Haryana) - 134108
Date and Time of Application Screening	Within Seven days of receipt of Completed Application & Supporting Document
Contact Person (with Phone No & E-Mail)	Shri Narender Singh, Addl. General Manager (Proc.&WH) Mob.93560-55241 Email: addlgmproc@gmail.com

4. Definitions

In the EOI Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- i. **‘Service Provider/Applicant’** shall mean any Service Provider participating in the Empanelment and shall include its legal representatives and successors.
- ii. **Operational turnover** shall mean the value of the transaction in shape of purchase and sale including auction carried out through e-platform by the service provider/tenderer.
- iii. **‘Discrepancy’** – In the event of any discrepancy in words and figures, the description in words shall prevail.
- iv. **‘Rupees’** and INR shall mean the lawful currency of India.
- v. **‘Singular& Plural’** words imparting the singular and plural meanings also mean the plural and singular where the context so requires.
- vi. **‘e-auction’** shall mean the scope of services /work required to be executed by the Service Provider in accordance with this EOI DOCUMENT.
- vii. **‘Event’**, shall mean and include each e- auction process floated by agency of Govt. of Haryana and undertaken by Service Provider irrespective of the number of simultaneous physical locations offering stocks and regardless of quantity.
- viii. **“Purchaser/buyer/participant/bidder/Trader** would mean any Company/Firm/LLP participating in eauction to be conducted by Service Provider on behalf of agency of Govt. of India.
- ix. **“Year(s)”** wherever not specified would mean Financial Year.

5. Minimum Eligibility Criteria for Service Provider of National Level:

Agriculture Marketing Cooperatives / PSUs would be exempted from the empanelment process and can offer their services. Startups may also apply for empanelment of service providers. Startups are relaxed for prior turnover and prior experience subject to meeting of quality and technical specifications. Startup has to deposit the security deposit as given in the EOI.

The selection of e portal service provider would be subject to fulfillment of eligibility conditions.

The following are the minimum eligibility criteria, which the service provider should have:-

- a) The prospective service provider shall have own electronic platform with e-auction/e-tendering facility and having capability of undertaking the complete scope of work and roles and responsibilities meant for the service provider as detailed in the Tender Document.

- b) The party should have all the necessary registration/license to operate and conduct its business in India related to providing e-auction services.
- c) The party should have experience of managing e-auction of Pulses, Oilseeds, Copra, fruits & vegetable, food grains and any other agri commodities or products. The party should have handled at least one thousand e-auctions and at least one lakh MT (as certified by a Chartered Accountant) of Pulses, Oilseeds, Copra, fruits & vegetable, food grains and any other agri commodities or products for Central/State Government/ their Institutions, PSUs, Cooperatives or Private Trade.
- d) The bidder should have accreditation of quality Management and information Security Management System (ISO 9001:2015 & ISO 27001:2013)
- e) The bidder must comply with latest amended Indian IT Act 2000, relevant CVC guidelines and STQC Guidelines. Certificate from an independent auditor shall be provided for the same.
- f) The e-auction portal of bidder should be STQC certified and shall be renewed timely to maintain validity of the same throughout the period of empanelment.
- g) The bidder must be legally registered legal entity i.e. Company/Firm/LLP etc.
- h) The operational turnover in Agri-business of the Service Provider from e-auction/e-tendering should be more than Rs. 5.00 crore in any one of the preceding three financial years 2017-18, 2018-19 & 2019-20 which should be duly certified by the Auditor/a firm of Chartered Accountants.
- i) The bidder should have its offices and administrative set up in at least 5 major States where pulses and oilseeds are grown/ trading takes place.
- j) The bidder should have an agri products buyer base across India with minimum 300 buyers registered. The party should enroll at least 200 additional buyers of above mentioned commodities in three months from date of empanelment.
- k) The E portal should have conducted valid KYC of their members. E portal should have adequate risk mitigation measures.

6. Scope of work

- 1) The scope of work under this e-Tender relates to conducting of e-auction of Pulses, Oilseeds, Onion and any other agricultural commodity informed by HAFED from time to time by the selected Service Provider which shall consist of following main activities and activities allied and incidental thereto:

a) Pre- Auction Task

- i. Vendor/Buyer registration
- ii. Uploading of Auction RFP on its website;
- iii. Providing information of market rates and trends daily/weekly/monthly/commodity wise research report, as and in the format asked by HAFED or principal agencies or Govt. of India.

- iv. Schedule Auctions
 - v. Intimate Vendors/buyers regarding Auction Schedule & RFP via email/text/ any other communication mode for each Auction day.
- b) Conducting Auctions as advised by HAFED or its nominated / assigned agency.
- c) **Post-Auction Task**
- i. Share the auction summary to HAFED or its nominated / assigned agency.
 - ii. Declare results based on confirmations received from HAFED or its nominated / assigned agency.
 - iii. Release the blocked EMD of the unsuccessful bidders.
 - iv. Ensure timely deposition of trade values by successful bidders as per RFP terms and condition.
 - v. Inform HAFED about Vendor/buyers defaults in fulfillment of trade related obligations and transfer EMD of defaulting Buyers to HAFED;
 - vi. Release of EMD of successful bidders as per instructions received from HAFED or its nominated / assigned agency.
 - vii. Risk Management.
 - viii. Service Provider will provide historical auction data in table/graphical/analytical form as and when required by HAFED.
- d) **Other Scope of work**
- i. Each e- auction event shall be a separate event to be supported by the proposed e-auction system.
 - ii. On-line advertisement of e-auction, including e-mail & SMS alerts to buyers
 - iii. Cross checking of details of EMD/Sale proceeds deposited by the prospective buyers.
 - iv. Forwarding the list of successful Bidders in a particular e-auction to HAFED or its nominated / assigned agency.
 - v. Maintenance of Party wise ledger.
 - vi. Any other work assigned/instructions issued by the HAFED or its nominated / assigned agency from time to time for smooth conduct of e-auctioning
 - vii. The service provider shall continue to enroll prospective buyers with a view to broaden the customer base and ensure larger participation in the auction process.
- e) The empanelled party shall adhere to the standard operating procedure as prescribed by HAFED from time to time

- f) The party should be having provision to integrate the e-action portal with Central Portal identified/developed by HAFED.
 - g) HAFED may charge one time (non-refundable) integration support charges from empanelled Service Provider. HAFED may also charge annual IT support charges, where any future customization in Multi Portal Management System (MPMS) will be required to be pushed to respective Service Provider, which may involve similar integration activity with each empanelled service provider. Service Provider has to maintain high priority support system whenever they face an issue in future related to MPMS.
 - h) Service Provider shall make necessary customization in their e-auction portal and business operations for necessary integration with HAFED's Central Portal/MPMS as per SOP for integration with MPMS. The SOP for integration shall become a part of the Service Provider Agreement. The SOP for integration with MPMS may be amended by HAFED and changes in SOP shall be accepted and acted upon by the Service Provider in a time bound manner.
 - i) The Service Provider's e-auction portal shall be able to communicate via API with HAFED MPMS system and should be able to perform and automate tasks including but not limited to the following:
 - a) Creating and executing auctions as per periodic information received from MPMS via API/Email/csv etc.
 - b) Communicate the results of auctions to MPMS via API and auction log.
 - j) IT security and vulnerability audit report of the system by a CERT-IN empanelled agency may be provided on annual basis as and when required by HAFED. The cost of such audit will be borne by the empanelled agency.
- 2) There shall be no guarantee regarding the number of e-auction events to be conducted by HAFED or its nominated / assigned agency during the currency of contract. During the currency of the contract, HAFED or its nominated/ assigned agency reserves the right to conduct sale of Pulses, Oilseeds, Onion and any other agricultural commodity informed by HAFED from time to time through any other mode in addition to e-Auction, without taking the services of the Service Provider and, in these cases, the Service Provider shall have no claim for any losses or damages whatsoever against HAFED or its nominated/ assigned agency.
 - 3) HAFED reserves the right to determine the number of empanelled agencies conducting e-auction at any given point of time, based on turnover volume, efficiency of operations or any other factors as determined by HAFED.

7. Period of engagement of the Service Provider

The engagement of the service provider will be for a period of one year from the date of agreement, which may be mutually extended on yearly basis on the same terms and conditions subject to satisfaction of HAFED. In the event of extension of the period, the Performance Bank guarantee submitted by the service provider would be renewed for the extended period and six months thereafter.

8. Information on the assignment

Service Provider is advised to acquaint himself fully about the assignment before submitting the Application. Service Provider should submit their respective application after ascertaining the complete details of the assignment from HAFED, applicable Laws and Regulations or any other matter considered relevant by them.

9. Language & validity period of Tender

Application shall be submitted in English only. Tenders shall remain valid for acceptance up to 60 days from the date of opening of applications. However, the Application validity period can be extended by another 30 days at the sole discretion of HAFED, which shall be binding on Service Provider. Offers of any Service Provider not kept open for the prescribed period shall be summarily rejected and their EMD shall be forfeited.

10. Disqualification conditions

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

- e) Service provider who is blacklisted by the GST authorities will be ineligible to participate in the Empanelment during the period of such black listing.

11. Signing of Tenders

- a) The authorized signatory shall possess Authority Letter for submission of EOI documents. The authorized signatory signing the application shall state in what capacity he/she is/they are, signing the application, e.g., Director/Partner having authority to bind all the partners in all matters pertaining to the contract. In case of limited Company/LLP/Firm, the names of all the Directors/ Partner shall be mentioned, and a copy of the Resolution passed by the Company/LLP/Firm authorizing the person signing the tender to do so on behalf of the company/LLP/Firm shall be produced along with a copy of the Deed/Memorandum of the LLP/Company/Firm and Articles of Association of the Company/LLP/Firm.
- b) The authorized signatory signing the application, or any documents forming part of the application, on behalf of another, or on behalf of a firm shall be responsible to submit a proper Authority letter in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the authorized person so signing the application fails to provide the said Authority letter his application shall be summarily rejected without prejudice to any other right of the HAFED under the law.
- c) The authority letter should be signed by all the partners in case of a partnership concern and by the person who by his signature can bind the company/LLP/Firm in the case of a limited company/LLP./Firm The Authority letter duly signed should be provided along with the application.

12. Documents Comprising the Tender

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

13. Submission of Application

- a) The application shall be submitted in hard copy of EOI document duly signed by the Authorized Signatory with self-attested copies of the supporting documents at the above mentioned address. No opportunity shall be given to Service Provider to alter, modify or withdraw any offer at any stage after submission of the application.
- b) A Service Provider can submit only one application. If a Service Provider submits more than one application, all such applications shall be rejected summarily.

- c) The Service Provider shall not incorporate any condition in the application as conditional, which are not submitted strictly in accordance with the EOI terms shall be rejected.
- d) While preparing the application, Service Provider is expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Service Provider is incorrect /forged, HAFED reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD /Security Deposit.
- e) The Application shall include the following:-
 - i. EOI document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender
 - ii. Self-certified Certificate of incorporation
 - iii. Audited Balance Sheet of three years as mentioned above.
 - iv. Copy of STQC Certificate.
 - v. Copy of quality Management and information Security Management System (ISO 9001:2015 & ISO 27001:2013)
 - vi. Certificate from Chartered Accountant of the experience of managing auction (e-auction only) of agricultural Commodities.
 - vii. Addresses of branch offices along with name of contact persons in at least 5 major States where pulses and oilseeds are grown/trading takes place.
 - viii. Self-certification by applicant that they have conducted valid KYC of their members registered as buyers and has adequate risk mitigation measures.
 - ix. Self-certification by applicant that they have minimum 300 buyers registered across India of Agri commodities.
 - x. In case of partnership firm, scanned copy of original or an attested copy of the registered partnership deed.
 - xi. In case of limited company/LLP, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company/LLP authorizing the person signing the application to do so on behalf of the company/LLP shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company/LLP.
 - xii. Hard copy of all other relevant documents in support of eligibility criteria.
 - xiii. An integrity pact will be duly signed and stamped, if applicable.
- f) All supporting documents have to be submitted along with the application.
- g) Applications which do not comply with these instructions shall be summarily rejected.

- h) The Service Provider shall bear all costs associated with the preparation and submission of its Application. HAFED will in no case be responsible or liable for these costs, regardless of outcome of the empanelment process.
- i) The HAFED is not responsible for submission of incomplete application for empanelment.
- j) Service providers are requested to read the terms and conditions carefully before the submission of application.
- k) Any attempt by Service Provider to change the format of any appendix of EOI document while submitting his application liable for cancellation and his subsequent blacklisting.
- l) EOI document not accompanied by all the Schedules/Annexures intact and duly filled in and signed shall be rejected.
- m) The HAFED shall not be liable for any omission, mistake or error on the part of the Service Provider in submitting the Application.

14. Earnest Money Deposit & Tender Fee:

The Service Provider shall submit together Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees five lakhs only) and EOI (processing) Fee of Rs. 5000/- (Processing Fees Rs. 5000/-) which must be submitted electronically through NEFT/RTGS/**other electronic means** to the HAFED account as detail given below :

NAME OF THE BENIFICEARY- The Haryana State Cooperative Supply & Marketing Federation Limited

NAME OF THE ACCOUNT NUMBER- 38523175668

NAME OF BANK- State Bank of India

ADDRESS OF THE BANK-, State Bank of India, Sector-10, Panchkula

IFSC CODE- SBIN0001509

The Service Provider has to indicate transaction no. (UTR No.) of such payments in application letter. Non-submission of EMD & Tender Fee will lead to rejection of the application. The EMD of unsuccessful Service Provider shall be returned to them at the earliest but not later than a month of final award of contract and shall carry no interest. EMD in case of successful Service Provider shall be returned on submission of Bank Guarantee and shall carry no interest.

15. Modification and Withdrawal of Offers

Service Provider shall not modify or withdraw the application after its submission. In the event of withdrawal/modification of the offer after submission of application by Service Provider, the EMD shall be forfeited, without prejudice to any other legal recourse. In case any of the information furnished by them is found to be incorrect or false, the Earnest Money deposited by them is liable to be forfeited, without prejudice to any other rights and remedies of HAFED under the Contract and Law. He will also be debarred from participating in any other Tender Enquiry with HAFED for a period of three years.

16. Clarification on Offers:

To assist in the scrutiny, evaluation and comparison of applications, HAFED may, at its discretion, seek from any or all Service Provider clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing. If deemed necessary, the Service Provider may be required to give a presentation on the proposed solution offered.

17. Technical Inspection and Performance Evaluation:

HAFED reserves the right to carry out a technical inspection and performance evaluation of the system offered by the participating prospective Service Provider.

18. Verification

HAFED reserves the right to verify any or all statements made by the Service Provider in the application by referring to the third parties and to inspect the Service Provider's facilities to satisfy itself about the Service Provider's capacity to perform the job.

19. Opening and evaluation of Applications:

The applications will be opened by HAFED as per schedule indicated in the EOI. The Service Provider will be at liberty to be present either in person or through an authorized representative at the time of opening of applications.

The evaluation will be carried out on the basis of the prescribed EOI terms and conditions. It will be the responsibility of the appointed Service Provider to customize the system as per requirement of HAFED.

20. Book examination

The Service Provider shall, whenever required, produce or cause to be produced for examination by HAFED or any officer or person or independent authority authorized by the HAFED in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memorandum or document in written or electronic form, or any copy of, or extract from, any such document, and also furnish information and Returns, verified in such manner as may be required, relating to the execution of this Contract. The decision of HAFED on the question of relevancy of any document, information or Return shall be final and binding on the Service Provider. The Service Provider shall produce the required documents, information and Returns at such time and place as may be directed by HAFED.

21. Subletting the assignment:

The Service Provider shall not sublet, transfer or assign the contract or any part thereof without prior written permission of HAFED.

22. Award of Contract

The contract shall be awarded to the applicants meeting the required criteria through the issuance of acceptance letter by HAFED by post/e-mail/hand delivery under acknowledgment and the Concerned Service Providers shall immediately act upon such acceptance letter received by them. Acceptance conveyed by the HAFED will constitute the contract between the service provider and the HAFED.

A service Level Agreement will be executed post award of work. The Contract shall come into effect from the date of agreement with HAFED or such later date as may be specified in the agreement.

23. Security Deposit

The successful Service Provider shall furnish, the Security Deposit for a Sum of Rupees 1,00,00,000/- (Rupees One Crore only), within 10 working days from the next date of issue of empanelment letter by HAFED, in the form of an irrevocable and unconditional Bank Guarantee issued by State Bank Of India/any Public Sector Bank/Scheduled commercial bank as security deposit which shall remain valid and enforceable upto six months after the expiry of the contract period.

- (a) If the successful Service Provider, having been called upon by the HAFED to furnish the stipulated Security Deposit fails to do so within the specified period, his EMD is liable to be forfeited and it shall be lawful for the HAFED to cancel the contract at his risk & cost.
- (b) If the successful Service Provider had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.
- (c) The security deposit will remain with HAFED throughout the period of contract and six months thereafter and shall carry no interest.
- (d) If the successful Service Provider fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HAFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Service Provider or to appropriate the Security Deposit furnished by the Service Provider or any part thereof and/or to invoke the Bank Guarantee in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the HAFED.

Save as aforesaid, if the Service Provider duly performs and completes the contract in all respects and presents a "NO DEMAND CERTIFICATE" issued by HAFED shall refund the Security Deposit and return the Bank guarantee to the Service Provider after deducting all costs and other expenses that the HAFED may have incurred and all dues and other money including all losses and damages which the HAFED is entitled to recover from the Service Provider. The decision of the HAFED in respect of damages, losses, charges, costs or expenses shall be final and binding on the Service Provider.

- (e) HAFED shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to Service Provider's negligence and un-workmanlike performance of Services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Service Provider under this or any other contract with the HAFED. In the event of such sum being insufficient, the balance of the total sum claimed and recoverable from the Service Provider as aforesaid shall be deducted from the security deposit furnished by the Service Provider. Should this sum also be not sufficient to cover the full amount claimed by HAFED, the Service Provider shall pay to the HAFED on demand the remaining balance of the aforesaid sum claimed.
- (f) Whenever the Security Deposit falls short of the specified amount, the Service Provider shall, make good the deficit so that the total amount of Security Deposit shall not, at any time, be less than specified amount.

24. Charges from Bidders to e-Auction

The empanelled service provider will not be eligible for payment of any administrative/service charges from HAFED or its nominated / assigned agencies for conducting the auction services from their portal. However, the Service Provider may collect reasonable service charges from the successful buyers participating in the e-auction. HAFED reserves the right to cap the administrative/service charges to be collected by the service providers (eAuction platforms) during the currency of the agreement.

Participation to e-auction shall be restricted only to parties empanelled by the Service Provider for each State/UT. However, the Service Provider may charge from such empanelled buyers a one-time all inclusive registration fee not exceeding Rs.200/- including fees for providing user-id and password etc. which will be valid for one year. The Service Provider may also charge Rs. 100/- as renewal fee for each subsequent years. The Service Provider shall not charge any other fees, by whatever name called, from the Bidders/ purchasers.

25. Completeness of the contract

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

26. Termination

- (a) There would be a regular review of the performance of Service Providers in the panel by HAFED.

- (b) In the event of the Service Provider having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the HAFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the service Provider any resultant loss sustained or costs incurred by the HAFED.
- (c) HAFED shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Service Provider of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof and/or invoke the Bank guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the HAFED due to the Service Provider(s)'s negligence or deficiency or unwork-man like performance of any of the services under the contract. The Service Provider shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the HAFED shall be final and binding on the Service Provider.
- (d) HAFED reserves the right to terminate the contract at any time by giving one month's notice in writing to the Service Provider if the policy guidelines, on which the contract is dependent, are modified or the existing policy of using electronic platform/Spot Exchanges for e-Auction is discontinued, in which event no fee, costs, expenses, damages etc. shall be payable.
- (e) If at any time during the currency of contract, it comes to the notice of HAFED that the Govt/ Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the Service Provider, HAFED reserves the right to summarily terminate the contract.
- (f) HAFED reserves the right to forthwith cancel any supplies under this contract if Service Provider is blacklisted by the GST authorities.
- (g) Service Provider provides undertaking to conduct the business on their portal in a fair & transparent manner. HAFED at any stage reserves the right to suspend or terminate the contract without sending any prior notice to that effect.

27. Indemnity

The Service Provider shall indemnify HAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Service Provider in respect of the services provided etc., whatsoever.

28. Confidentiality

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

29. Force majeure

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

30. Notices

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

31. Applicable Law Jurisdiction and Dispute Resolution:

1. The EOI document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Panchkula and the High Court at Chandigarh shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

2. All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/

modifications thereof for the time being in force. The venue of the arbitration shall be at Panchkula (Haryana) India and language of arbitration shall be English.

3. Nothing contained in this clause shall prevent the HAFED from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

ANNEXURE- I

TECHNICAL DETAILS

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Item	Details
1	Name of Organisation	
2	Date of Incorporation	
3	Incorporated Address	
4	Postal Mailing Address	
5	Name, designation, Tel, Mobile, official e-mail of Authorised signatory	
6	Income Tax PAN No.	
7	Goods and Services Tax registration Number	
8	Whether using own product/services or is a licensee	
9	Details of Server location; whether owned or leased	
10	Details of Data recovery site location; whether owned or leased	
11	Brief Description of support service facilities (Add additional sheet, if required)	

Details of EMD:

D.D/P.O. No _____ dated _____

for (Amount in INR)

RTGS/NEFT

details: _____

Name of Bank & Branch:

We have carefully gone through the terms and conditions of the EOI documents and hereby agree to abide by the same for the fulfillment of the contract and have satisfied ourselves regarding quality etc.

Name: _____

Designation: _____

Signature of the bidder & Seal of the Co. : _____

Place: _____

Date: _____