

## **NOTICE INVITING TENDER**

### **THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED (HAFED), SECTOR-5, PANCHKULA ( HARYANA)**

Online bids under two bid system i.e. Technical Bid and Financial Bid, are invited from interested eligible bidders for engagement of Software Solution Service provider **for the services to Study, Design Development, Implementation & Maintenance of Cloud Based Warehouse Management Software on Software as a Service (SaaS) Model**, in Hafed's own and hired Godowns in the State of Haryana of the tender document, as per schedule given below:-

Submission of online bids	05.01.2022 at 05.00 PM to 27.01.2022 at 11:00 AM
Opening of technical bids	27.01.2022 at 11:30 AM
Date of pre-bid meeting	12.01.2022 at 3.00 PM

The technical bids will be opened in the Committee Room, Hafed Corporate Office, Sector-5, Panchkula in the presence of the bidders or their authorized representatives, who may wish to be present. The date and time of opening of financial bids will be notified online to technically eligible bidders.

The tender form along with detailed notice inviting tender (DNIT) and terms & conditions can be downloaded from e-tendering portal of Government of Haryana i.e. <https://etenders.hry.nic.in>. The bids can be submitted on payment of non- refundable tender fee of Rs. 5,000/- (Rs. Five Thousand only) per tender form. For participating in the above e-tender, the tenderers shall have to get themselves registered on e-procurement portal of Government of Haryana i.e. <https://etenders.hry.nic.in> and get user id and password for which applicant has to pay one-time registration fee. Class 2 or Class 3 Digital Signature Certificate (DSC) and encryption certificate issued by a licensed certifying authority (CA) is mandatory to participate in the e-tendering process.

HAFED reserves the right to reject or modify the tender enquiry at any stage without assigning any reason and also reserves the right to reject any or all the bids in whole or part, prior to signing of the contract, without assigning any reasons. Hafed will not be liable for any costs and consequences incurred by such intending entrepreneur.

Managing Director HAFED

## **DISCLAIMER**

This Tender for Selection of System Partner(s) for Study, Design, Development, Implementation & Maintenance of Cloud Based Warehouse Management Software for HAFED. The information contained in this Tender document is selective and is subject to updation, expansion, revision and amendment at the sole discretion of HAFED. It does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this Tender document, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to this Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this Project. HAFED shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of this Tender document in any manner whatsoever.

This Tender document includes certain statements, projections, etc. with respect to the Project. Such statements, projections, etc. reflect various assumptions made by the management, officers, employees, consultants, and experts of HAFED, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of assumptions on which they may be based and nothing in this Tender document is, or should be relied on as, a promise, representation or warranty.

HAFED shall be the sole and final authority with respect to qualifying bidder(s) through this Tender. The decision of HAFED in selecting the System Partner(s) (SP) who qualifies through this Tender shall be final and HAFED reserves the right to reject any or all the bids without assigning any reason thereof. HAFED may terminate the Tender process at any time without assigning any reason and upon such termination, HAFED shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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## 1. Key Events and Dates

### Data Sheet

1.	Tender Inviting Authority and Address	The Haryana State Cooperative Supply & Marketing Federation Limited, Corporate Office:- Sector – 5, Panchkula
2.	Name of the Work	Selection of Software Agency through Open Tender for Study, Design, Development, Implementation & Maintenance of Cloud Based Warehouse Management Software Application of HAFED.
	Place of Execution	Panchkula
3.	Tender document availability	Tender notice & tender document is available at <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> from 05.01.2022 (5.00 pm) to 27.01.2022 (11.00 am)
	Tender document cost	The Payment for Tender Document cost INR 5,000/- (Rupees Five Thousand Only) (Non-refundable) can be made by eligible bidders/ contractors online only.
	Tender processing fee	The Payment for Tender processing fee of INR 1,000/- (Rupees One thousand Only) (Nonrefundable) can be made by eligible bidders/ contractors online only.
	Earnest Money Deposit (EMD)	The Payment for EMD INR 1,00,000/- (Rupees One Lacs only) online with technical bid can be made online directly through RTGS/ NEFT.
4.	Pre-Bid Meeting Date & Time	12.01.2022 3.00 PM
5	Publication of Corrigendum if any	19.01.2022
6.	Last date and time for submission of e-Tender	27.01.2022 upto 11.00 AM
9.	Email address for communication for any queries/ clarifications	hafed@hry.nic.in
10.	Last date & time of submission of Hard Copy of technical bid to HAFED	27.01.2022 upto 11.00 AM. Hard Copy of Technical bid as uploaded on eprocurement portal by the respective bidder must be submitted by bidder in the O/o The Haryana State Cooperative Supply & Marketing Federation Limited, Sector-5, Panchkula.
11.	Date and time for opening of Technical bids	27.01.2022 at 11.30 AM.
12.	Date and Time for	To be intimated later.
	Technical Presentation	

13	Date and Time of Opening of Financial Bids	To be intimated later.
<b>Bidders are advised to visit <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> website on regular basis for any updates/ corrigendum issued by HAFED related to this DOCUMENT. No separate communication will be sent to any bidder.</b>		
In case a Central/ State Holiday is declared on any day/ dates as specified above, the event shall be held on the next working day at same time and same venue.		

## 2. Contact Person's Address for correspondence

The Addl. GM (Systems),  
HAFED Corporate Office,  
Sector-5, Panchkula

PHONE: 0172- 2590520-26

Website: [www.hafed.gov.in](http://www.hafed.gov.in); Email: hafed@hry.nic.in

### **DETAILED NOTICE INVITING TENDER**

Hafed invites e-tenders for engagement of service provider(s) for **Study, Design Development, Implementation & Maintenance of Cloud Based Warehouse Management Software** in its godowns.

<b>Sr. No.</b>	<b>Name of Work</b>	<b>EMD to be deposited</b>	<b>Tender Document Fee and E services fees</b>	<b>Start Date &amp; Time of Bid Preparation &amp; Submission</b>	<b>Expiry Date &amp; Time of Bid Preparation &amp; Submission</b>
<b>1.</b>	Engagement of service provider(s) for Study, Design Development, Implementation & Maintenance of Cloud Based Warehouse Management Software on Software as a Service Model (SaaS)	<b>Rs. 1,00,000/-</b>	<b>5,000/-+1000/- =Rs.6,000/-</b>	<b>05.01.2022 at 05.00 PM</b>	<b>27.01.2022 at 11:00 AM</b>

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical Bid & Financial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with the request to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

## **PART- A Technical Bid**

### **1. INTRODUCTION**

Haryana State Cooperative Supply And Marketing Federation Limited(HAFED).HAFED is the largest apex cooperative federation of Haryana State. Haryana State Cooperative Supply And Marketing Federation Limited (HAFED) came into existence on November 1st, 1966 along with the formation of Haryana as a separate State and is the largest apex cooperative federation for procurement and storage of food grains, Oil seeds and Pulses in Haryana. Since inception, it is playing a leading role in serving the farmers of Haryana as well as consumers.

### **2. IMPORTANT DATES OF TENDER**

Date of publication of NIT in News Papers	05.01.2022
Starting date & time of bid submission	05.01.2022 at 05.00 PM
Date of pre-bid meeting	12.01.2022 at 03.00 PM
Closing date & time of bid submission	27.01.2022 at 11:00 AM
Technical Bid Opening date &time	27.01.2022 at 11:30 AM
Financial Bid Opening date & time	Will be intimated online

### **2.1 Abbreviations**

For the purpose of this tender document, the following table gives the Terminologies used and the reference to/ definition of these terminologies.

<b>S.No.</b>	<b>Terminology</b>	<b>Reference To/ Definition</b>
1.	GoH	Government of Haryana
2.	HAFED	Haryana State Co-operative Supply and Marketing Federation Limited
3.	EMD	Earnest Money Deposit
4.	HQ	Head Quarters
5.	INR	Indian National Rupees
6.	IPR	Intellectual Property Right
7.	IT	Information Technology
8.	MIS	Management Information System
9.	O&M	Operation and Maintenance
10.	PBG	Performance Bank Guarantee
11.	TOR	Terms of Reference (referring to this document)
12.	RFP	Request For Proposal (referring to this document)
13.	TPA	Third Party Agency
14.	SP	System Partner
15.	SRS	Software Requirement Specifications



16.	PMT	Project Management Team
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## 2.2 DEFINITIONS

The definitions of various terms that have been used as part of this document are as follows:

- i. **“Contract / Agreement / Contract Agreement”** means the Agreement to be signed between the successful bidder and, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the tender document the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- ii. **“Authorized Representative / Competent Authority”** shall mean any person authorized by either of the parties i.e. Bidder and HAFED.
- iii. **“Bidder/ Agency/ Service Provider/ System Partner/ Software Vendor/ IT System Partner/ Implementation Partner (IP)”** means any firm offering the solution(s), service(s) and /or materials as required in the tender document. The words **Bidder/ Agency/ Service Provider/ System Partner/ Vendor/ IT System Partner/ Implementation Partner (IP)** when used in the pre-award period shall be synonymous with parties bidding for this tender document, and when used after award of the Contract shall mean the successful party with whom HAFED signs the agreement for rendering of services for implementation of this project.
- iv. **“CWC”** means Central Warehousing Corporation.
- v. **“CHECKER”** means authorized representative of Haryana State Cooperative Supply and Marketing Federation Limited responsible to validate / verify the entry made by Maker.
- vi. **“FEDERATION”** means the Haryana State Cooperative Supply and Marketing Federation Limited
- vii. **“DISTRICT MANAGER (DM)”** means concerned District Manager of Hafed, in jurisdiction of which the warehouse is located.
- viii. **“FCI”** means Food Corporation of India.
- ix. **“Party”** means HAFED or Bidder individually and “Parties” mean HAFED and Bidder, collectively.
- x. **“MAKER”** means the resource deployed by Service Provider at Warehouse/ District Office responsible to make initial Transactional entry in the proposed Warehoused Management System.

- xi. **“MANAGING DIRECTOR (MD)”** means the Managing Director of the Hafed.
- xii. **“Proposal/ Bid”** means the Technical and Financial bids submitted for this project against this tender document.
- xiii. **“Tender Document”** means this document and its annexure and any other documents provided along with this tender document or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.
- xiv. **“Requirements”** shall mean and include schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in tender document.
- xv. **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- xvi. **“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.
- xvii. **“LoI”** means Letter of Intent, which shall constitute the intention of HAFED to place the Purchase/Work Order with the successful bidder. xii. **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof. **“SERVICE PROVIDER”** means contractor to be engaged for providing services under this contract agreement.
- xviii. **“TRANSACTIONAL ENTRY”** means a record entry made by the resource deployed by Service Provider at Warehouse/ District Office in the Warehouse Management System pertaining to any operation contained in the Warehouse Management System.
- xix. **“WMS”** means Cloud based Warehouse Management System proposed by the Bidder.
- xx. **“WAREHOUSE”** or **“Godowns”** means the godowns of Hafed either own or hired. This includes any plinth available in the premises.
- xxi. **“GOI”** means Government of India.

### 3. ADDRESS FOR CORRESPONDENCE

- 3.1 The address for correspondence with Hafed will be 'Managing Director, Hafed, Corporate Office, Sector-5, Panchkula'.

3.2 For all purposes of this contract, the address of the service provider mentioned in the bid shall be the address to which all communications shall be sent, unless the service provider has notified a change by a separate letter through registered post/speed post with due acknowledgement. Further, the service provider shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

#### **4.OBJECT OF THE CONTRACT :**

This tender document provides Bid process and includes the scope of work for the bidder with regards to the Selection of System Partner for Design, Development, Implementation of Cloud Based Warehouse Management Software of HAFED to facilitate in determining bidder's suitability as the proposed solution provider for the requirements outlined in this tender document. The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidder's suitability to become the proposed solution provider for the requirements outlined in this tender document.

**4.1ONLINE SUBMISSION OF TENDER:** HAFED invites Online bids under two bid system i.e. technical bid and financial bid through <https://etenders.hry.nic.in> from eligible bidders for engagement of service provider(s) for Study, Design Development, Implementation & Maintenance of Cloud Based Warehouse Management Software in the Hafed's Godowns own or hired by Hafed in the State of Haryana.

4.1.1 Before the last date & time as notified, the bids shall be uploaded online in two parts, viz., technical bid and financial bid through e-tender portal <https://etenders.hry.nic.in> along with Annexures/ supporting documents etc. which must be serially numbered and signed by the bidder. The bids complete in all respects along with legible copies of duly filled attachments including appendices, annexures, and supporting documents etc. are to be scanned and uploaded in the portal by the authorized signatory as stipulated in the tender document. It is clarified that in any case, the physical/ hard copy of the bid documents will not be accepted.

4.1.2 HAFED may extend the deadline for submission of bids by issuing an amendment/ corrigendum on the e-portal in which case all rights and obligations of HAFED and the bidders previously subject to the original deadline will then be subject to the new deadline.

- 4.1.3 The onus of ensuring fulfillment of the eligibility condition would be on the bidder and any bid, if subsequently found ineligible would be summarily rejected.
- 4.1.4 If any of the documents are found to be forged/ fabricated at any stage or any concealment on the part of the bidder is found at any stage, HAFED shall have the right to take action for blacklisting the bidder from participation in any more tenders apart from initiating legal action under the applicable law (s) for causing any loss/damage and to disqualify/summarily terminate the contract without prejudice to any other rights or remedies that the HAFED may have under the Contract and Law.
- 4.1.5 If required, the successful bidder will provide original/attested copies of the attachments submitted with the bid on the notified date to enable the HAFED to physically verify the authenticity of the documents. Bidders who fail to furnish the original documents for verification on the date & time fixed for verification will be summarily rejected.
- 4.1.6 The indicative list of documents to be submitted along with Bid is at **Annexure – III**.
- 4.1.7 Bids which do not comply with instructions, stipulated in this tender document, shall be summarily rejected.
- 4.1.8 The bidders shall not incorporate any condition in the bids as conditional bids and bids which are not submitted strictly in accordance with the tender terms will be summarily rejected.
- 4.1.9 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw offer at any stage after submission of the bids.
- 4.1.10 While preparing the technical and price bid, bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the bidder is incorrect, HAFED reserves the right to initiate appropriate legal proceedings including termination of the contract & forfeiture of EMD/Security deposit.
- 4.1.11 Financial bid of only those bidders would be opened, who qualify in the Technical Bid.
- 4.1.12 Bidder must examine all terms and instructions included in the bid documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 4.1.13 The bidder shall bear all costs associated with the preparation and submission of its bid, and HAFED will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.1.14 The bidder shall submit the financial proposal in the price bid template provided along with this document online, clearly indicating the total cost/amount of the bid in both figures and words, in Indian National Rupees (INR) (as per Annexure-II).

4.1.15 HAFED shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the bid.

4.1.16 While submitting the bid, wherever the 'Power of Attorney' is to be submitted by the bidder, such Power of Attorney shall be duly notarized by a Notary Public.

HAFED reserves the right to extend the Term for a period as mentioned in this document, such extensions on the same terms and conditions, subject to HAFED obligations at law.

Proposals must be received not later than time, date and venue mentioned in the tender document. Proposals that are received late will not be considered in this procurement process.

#### **4.2 Bidder Inquiries and Department Responses**

All enquiries related to this tender document must be directed in writing exclusively to the address as mentioned in the Data Sheet. The mode of delivering written queries would be in hardcopy on bidder's letter head or through email at the following email address :[hafed@hry.nic.in](mailto:hafed@hry.nic.in) The bidder (s) shall have to mandatorily submit their bid queries in the following format only :

Sr. No	Company Name	Tender document Section No.	Para No.	Page No.	existing Clause	Bidder Queries	Remarks (If any)
1							
2							
n...							

HAFED will endeavor to provide a timely response to all received enquiries and would provide information to the extent it is currently available to the best of the knowledge. However, any queries received after the prescribed timelines or not in the above format shall not be accepted or entertained.

**4.3Supplemental Information to the tender Document:** If HAFED deems it appropriate to revise any part of this tender or to issue additional information to clarify any section of this tender, it may issue supplements/amendments/ addendums/ corrigendum etc to this tender. All such supplements/ amendments/ addendums/ corrigendum etc. shall be communicated to the respective Companies/ Agencies through the website only. All such supplements/ amendments/ addendums/ corrigendum etc. shall be a part of this tender document and the bidders shall ensure to submit their proposals accordingly

**4.4Proposal Preparation Costs :** The bidder will be responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of bid, providing any additional information required by HAFED to facilitate the evaluation process, and all such activities related to the tendering process. This tender document does not bind HAFED to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

5. **Pre-Qualification Criteria for Bidders :** This invitation for bids is open to all IT Companies/ Agencies for Software Development. **Formation of consortium for this project in all the respective stages is NOT allowed.** Bidder would be completely responsible to HAFED for discharging of all responsibilities related to the bid finalization and implementation of project (if selected as the 'System Partner').

**Pre-Qualification Criteria :**

Sr. No.	Parameter	Criterion	Evidence to be submitted
1	Legal Entity	a) A company incorporated in India under the relevant Companies Act, 1956. b) Registered with the GST Authorities in India with active status c) PAN	a) Copy of Certificate of Incorporation b) Copy of Registration Certificates with GST c) Copy of PAN
2	Nature of Business	The firm should be in the business of providing software development services for at least 3 year as on 31.03.2021	Attested copy of the Memorandum and Articles of Association/ Partnership Deed etc. and proof of Software Development Service for at least three years as on 31.03.2021

3	Turnover	The company shall have Minimum Average Turnover of <b>INR 10 Crores in software development / IT services (excluding hardware sales etc.)</b> during last three financial years (i.e. Year 2018-19, year 2019-20 & year 2020-21). The net profit of the company shall be positive each of the last three financial years.	Audited Annual Financial Statements and Annual Reports and Certified statement from the Current Statutory Auditors of the bidder.
4	Experience	The bidder must have successfully implemented at-least one Software Solution in any Central/ State Government Department/ PSU/ Agencies with a minimum order value of <b>Rs. 1.0 Crore.</b>	Copy of Work Order & Successful project completion certificate should be attached.
5	Office Location	Company should have either registered or branch office in Haryana / Chandigarh either registered or branch office in Haryana/ Chandigarh	GST Certificate should be attached

**Note:**

A. The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.

B. Experience certificate in the proforma prescribed at Annexure V shall be produced from Organization

C. **Joint venture/ Consortium of any kind will not be allowed.**

The bid without the supporting documents mentioned above may be dis-qualified. HAFED may at its own discretion seek any clarification and other supporting documents from bidder wherever required.

Bidder shall be evaluated as per prequalification criteria mentioned above. The bidders who fulfill all the prequalification criteria will qualify for further Technical Evaluation.

**6.Instructions to Bidders on Electronic Tendering System :**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

I. **Registration of bidders on eProcurement Portal :** All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

## II. **Obtaining a Digital Certificate:**

- a. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- b. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/ Post Master/ Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website –<https://etenders.hry.nic.in>.
- c. The bidders may obtain III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.
- d. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- e. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/ power of attorney/ lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- f. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.



g. The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

III. **Pre-requisites for online bidding:** In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

IV. **Online Viewing of Detailed Notice Inviting Tenders:** The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.

V. **Download of Tender Documents:** The tender documents can be downloaded from the e-Procurement portal <https://etenders.hry.nic.in>.

VI. **Key Dates:** The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**7.PERIOD OF CONTRACT :** The contract shall remain in force for a period of five years (5 years), which can be further extended by two years (2 years). The extension of time period shall be on mutual consensus of both Hafed and service provider and without any price escalation.

## 8.SCOPE OFWORK

**8.1 About the Project :** In order to facilitate the warehousing, Hafed has its warehouses which are located across the state. At some locations storage capacity is also hired by the Hafed from other agencies (Govt/ Private) from time to time on need basis. In addition, it also manages the stock of central pool in the Godowns constructed under the Private Entrepreneurs Godown (PEG) 10/9/7 years Guarantee Scheme of Govt. of India. Presently, Hafed has following infrastructure for Warehousing :

1. Covered Godowns	19.18 Lac MT Capacity (approx 120 Locations)
2. Open Plinths	8.92 Lac MT Capacity (approx 80 Locations)

- The Storage Capacity may vary from time to time

Storage location can be a Covered (Godown) or Open (Plinth) and it can be owned by HAFED or it can be Hired. There are different modes of Hiring (Full Capacity/ Actual

Utilization). Major commodities being stored are Wheat, Paddy/ Rice, Mustard Seed, Bajra, Fertilizer besides other items like stock articles, bardana etc.

Over the years HAFED has become one of the leading organizations in the State in the following segments:

- Largest Food Grains Procurement agency of the State.
- A premier Warehousing agency of the State for scientific storage of Food Grains.
- Largest chain of Agro - Processing units in the State.
- Major supplier of quality, hygienic and safe Consumer Products, Cattle/ Animal Feeds in the Domestic and Overseas Markets.
- Largest supply chain network upto the village level in Haryana
- State for distribution of Agri - Inputs like Fertilizers, Pesticides, Seeds etc.

## **8.2 The main business activities of Hafed:**

- Sales and Distribution of Agri – Inputs to the Farmers
- Procurement and Warehousing of Food Grains.
- Processing of Agriculture produce for value addition
- Manufacturing and Sales of Cattle Feeds and Pesticides.
- Marketing of Consumer Products.

However, the existing Warehouse Management Software has become obsolete in terms of technology and Gap Analysis is required to cover remaining functions in the proposed system.

### **Broadly following activities relating to Warehousing are carried out :**

- Planning of Storage Space, Stock Articles, Watch & Ward etc.
- Carry out pre-storage activities :
  - a) Inspection of the storage locations.
  - b) Cleanliness and dis-infestation of godowns.
  - c) Estimation of capacity.
  - d) Drawing up of stack plan.
  - e) Dunnage
- Hiring/ De-hiring of Godowns/ Plinths.
- Linkage of Warehouses with Mandies
- Ensuring proper Watch & Ward arrangements.
- Receipt of foodgrains and other commodities/ stock articles.
- Preservation of food grains/ Maintenance of Health of stocks.
- Dispatch of the stock as per the request and delivery schedule to FCI
- Insurance of stocks wherever required.

- Maintenance of warehouses.
  - Maintaining required inventory fumigants, Covers, Dunnage etc.
  - Physical Verifications.
  - Internal Movements of stocks/ articles
  - Treatment of Stocks
  - Periodic inspections
  - Stacking/ De-stacking
  - Made-up/ Sweepage
  - Shortages/ Gains
  - Maintenance of required registers/records
  - Contractor's Bills Preparation and Verification
  - Preparation of Invoice on the basis of Weight-Check-Memo and submission to FCI
- Processes** : The above warehousing activities are broadly categorized into following processes :

- i) Pre-Storage Planning
- ii) Stocks Management
- iii) Stock Articles Management
- iv) Quality Control
- v) Physical Inspections
- vi) Contracts Management
- vii) Billing, Payments and Accounting
- viii) Records Preparation and MIS Reporting

### **8.3 BIDDERS SCOPE OF SERVICES :**

Hafedintends to engage service provider for Study, Design Development, Implementation & Maintenance of Cloud Based Warehouse Management Solution on Software as a Service (SaaS) model. Therefore, SP shall provide software solution/ maintenance/ training, procurement /installation & maintenance of hardware, hosting and internet connectivity services, manpower for data entry etc. The SP shall quote rates for the services separately in Financial bid (Annexure-II) .

#### **8.3.1 PRIMARY MANDATORY SERVICES**

##### **a) Comprehensive cloud based Software Solution including hosting :**

The SP shall provide a comprehensive cloud based software solution including hosting services to meet out all the requirements of client of the Warehousing domain as specified in the scope of work, onSoftware as a Service Model (SaaS).

SP shall be responsible for hosting of Cloud based solution. All other requisite infrastructure including any system software, SSL certificate (with 5 year validity), application software, relevant database, OS, integration tools, hardware and other requisite software's/ licenses **shall be provided/ procured by SP itself** only to ensure smooth running/ best performance of Cloud Based Warehouse Management Software. No extra cost shall be borne by the department in respect of the same.

The SP shall

- Plan and execute the project through a suitably qualified technical team. As part of this requirement, submit a project plan and keep it updated at all times.
- Carry out necessary acceptance tests including certifications (as may be applicable) and report the test results including satisfactory conformance to requirements.
- Provide Comprehensive Technical Documents and other deliverables as indicated under Section- 11 (Indicative Deliverables )
- At the end of Maintenance and Support period, assist in smooth transition of the operations to the Department or a designated agency(s)

**b) Providing required hardware equipment (Server / Desktops/ Printers/ Laptop / UPS/ Tablets etc.)**

The SP will use due diligence to assess the requirement and provide adequate hardware equipment at the storage locations to run the cloud based solution and meet out the requirement of timely data entry of each location. However, the type/ quantity of equipment can be decided by the service provider at their own.

**c) Technical Support for required updates of the software solution and hardware.**

The SP shall ensure all the required technical support on site / off site for upkeep of hardware equipment, internet connectivity and for the updations of software solution as per requirements from time to time.

The SP shall provide the said maintenance and support for a period of Five (5) years. Such maintenance support period shall commence from the date of

commencement of project i.e. the date on which SRS and Hardware Assessment document is submitted to Hafed;

**d) Handholding services**

The SP shall provide handholding services at each storage location which will include handing over / installation of hardware equipment, internet connectivity and training of Warehouse staff for the usage of proposed software solution.

**8.3.2 SECONDARY SERVICES**

**a) Data Entry services (Masters and Transactional data )**

The SP shall provide resources at each storage location for timely data entry of transactional data of each storage location. The SP shall use due diligence to assess the requirement and deployment of resources for storage location.

- It shall be the responsibility of the service provider to ensure the data entry through the cloud based WMS, for which necessary manpower with adequate knowledge of computers shall be deployed by the service provider.
- The service provider shall deploy its personnel, “**Makers**”, to enter the transactional data in the proposed WMS . The representative of Hafed, “**Checker**”, shall validate the transactional entry made by “**Maker**”.
- The SP shall Nominate a senior person in the capacity of a Project Manager, who will serve as the single point of contact for the Department and shall attend all meetings related to the project

**b) Additional training and support as & when required.**

The SP shall arrange and provide training to staff of Hafed on the cloud based solution at H.O. as and when required by Hafed.

**8.3.3 Change Request** :In the event of a scope change from approved SRS document, involving significant time and effort over and above routine maintenance and support, the selected bidder shall facilitate the assessment of impact to technical matters, timelines, cost and also justify the effort involved. Further, the bidder shall raise change request and implement these changes after obtaining approval from the competent authority.

**9. Department Responsibilities:**

- i. Hafed shall nominate a single point of contact for all communications & interaction required for this project pertaining to requirements understanding, customization, UAT and implementation..

- ii. The authorized representative of Hafed at storage location, “**Checker**“, shall validate the transactional entry made by “**Maker**” within 48 hours. The authorized representative of Hafed shall be responsible to duly verify the entries of receipt/dispatch and other warehousing operations.
- iii. The authorized representative/ Hafed shall carry out project tasks which fall under the Departmental responsibility, within reasonable time limits, particularly in matters related to providing all necessary data, reviews, approvals, acceptance, timely payments to the Bidder etc.
- iv. Provide the required timely access to personnel, test data, clarifications, and decisions and to resolve any issues as may be necessary for the selected bidder to carry out their obligations under this contract (including the work plan).
- v. Report technical issues to the selected bidder’s personnel for resolution.
- vi. Provide seating space and basic office amenities preferably in HAFED to the agreed number of bidder personnel who will be involved in the course of the project.
- vii. HAFED shall provide necessary support/ permissions for installation of requisite software licenses provided/ procured by System Partner for Operationalization of Cloud Based Warehouse Management Software.
- viii. Facilitate provisioning of necessary IT infrastructure limited to hosting space, email/ SMS gateway and payment gateway as applicable.
- ix. Facilitate acceptance testing, certification and roll-out of the project including any internal (organizational/ statutory) issues that needs to be addressed for this purpose.

## **10.BID PREPARATION**

- 10.1 Bids shall be submitted in English language only. The bidder should upload the legible copies of duly filled in/ completed/ signed (on each page) copy of required documents in the serial as mentioned at Annexure-III. Incomplete offer/ tender in respect of required documents or information shall be rejected.
- 10.2 In event of space being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the tender no. and should have full signature of the tenderer/ service provider. In such cases, reference to the additional pages must be made in the tender form.

## 11. Indicative Deliverables

This section provides indicative deliverables to be submitted by SP; however actual deliverables will depend upon project specific requirements and will be finalized in consultation with Department. The SP will have to submit the indicative deliverable as identified below, but not limited to:

- i. Project Inception Report including Detailed Project Plan
- ii. FRS, SRS, High Level Design and Architecture Documents
- iii. Requirement Traceability Matrix
- iv. Unit Test Reports
- v. User Manuals
- vi. Data Backup Process and Archival Process

## 12. Desirable Timelines for Project Implementation

The following schedule would be followed for during the Project implementation in line with scope of work:

#	Name of Phase	Desired Timelines (including non working days/ holidays)
1.	<b><u>Phase-1:</u></b> Onsite Detailed Functional & Systems Requirement Study and Systems Design.	<b>T + 30 Days</b>
2.	<b><u>Phase-2:</u></b> Systems Customization, Testing and Implementation kick off.	<b>T + 120 Days</b>
3.	<b><u>Phase-3:</u></b> User Manuals and Trainings	<b>T + 135 Days</b>
4.	<b><u>Phase-4:</u></b> Deployment/ Replication, Integration, Acceptance and Go-Live	<b>T + 150 Days</b>
5.	<b><u>Phase-5:</u></b> Maintenance of the Application Softwares of HAFED	<b>5 years from Date of Acceptance</b>

## 13. INSTRUCTIONS TO BIDDERS : Bids must be direct, precise, concise, and complete.

HAFED will evaluate bidder's proposal based on the response to the requirements of the project as outlined in this document.

### 13.1. Period of Validity of Bids

- a) The technical and Financial bids shall be valid for a period of 90 days or Three (3) months from the closing date of submission of the bids.

- b) A bid valid for a shorter period may be rejected as non-responsive.
- c) HAFED may solicit the bidder's consent for an extension of the validity period for the bids. The request and the responses thereto shall be made in writing to the Managing Director, HAFED.

**13.2. Non-Conforming Bids :** Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this document.

**13.3. Amendment/ Corrigendum of bidding documents :** At any time prior to the deadline for submission of bids, HAFED, for any reason, will modify the bidding documents and may issue supplements/ amendments/ addendums/ corrigendum etc to this DOCUMENT. All such clarifications/ amendments/ addendums/ corrigendum etc. shall be available to the Companies/ Agencies through the website only and shall be part of this DOCUMENT as well as binding on the bidders. HAFED, at its discretion, may extend the deadline for the submission of bids.

**13.4. Language of Bids :** The bids and all correspondence & documents shall be written in English. All bids and accompanying documentation will become the property of HAFED.

**13.5. Prices :** The price would be as per Annexure-II of this document. The bids not conforming to the format shall be rejected.

**13.6. Correction of errors**

- i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the quotations/ bids are submitted.
- ii. Arithmetic errors in bids will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

**13.7 Measurements and Arithmetic Conventions :** All the evaluations/ calculations will be in the metric system and calculations done to 2 (two) decimal places only.

**13.8. Rejection :**

- i. The bids are liable to be rejected in the following cases or in case bidder fails to meet the bidding requirements as indicated in this document:
  - a) Proposal not submitted in accordance with this document.



- b) During validity of the bid, or its extended period, if any, the bidder increases his quoted prices.
  - c) The bidder qualifies the bid with his own conditions.
  - d) Proposal is received in incomplete form.
  - e) Proposal is not accompanied by all requisite documents.
  - f) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
  - g) Bidder tries to influence the bid evaluation process by unlawful means at any point of time during the bid process.
  - h) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/ bidders are withdrawn upon notice immediately.
- ii. Bidders may specifically note that while evaluating the bids, if it comes to HAFED's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance/ cartel then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by HAFED.

**13.9 Blacklisted by the Government of India ("GoI"), State Government or any other Government owned agency** including quasi-Government sector organization or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement on the date of opening of bid.

**13.10 Modification and Withdrawal of Proposals :** No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the bid validity period specified by HAFED. Any modification or withdrawal of bid during this period shall result in the forfeiture of the EMD.

**13.11 Proposal Cover Letter :** The bidder should submit the proposal with the Proposal covering letter (on company's letter head) only.

**13.12 General information of the bidders :** The bidder shall provide the General information as per format in Annexure-I(c), (on company's letter head) only.

**13.13 Conflict of Interest :** Bidder shall furnish an affirmative statement/ self-declaration (on company's letter head) as to the existence/ absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts,

engagements, or affiliations with HAFED. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the tender document.

**13.14 Authenticity of Documents submitted :** Submission of Bids that all the requisite Forms/ Declarations/ Covering Letter/ Annexure/ Documents submitted as part of, technical bid is in the same format as given in this document and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in the Form designed for Deviations and exclusions.

**13.15 Acknowledgement of Understanding of Terms :** By submitting a bid, each bidder shall be deemed to acknowledge that it has carefully read all sections of this tender document, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

**13.16 Power of Attorney :** The person signing the bid or any other documents forming part of the bid, on behalf of any other person or a firm shall submit a proper 'Power of Attorney' duly executed on a non-judicial stamp paper of appropriate value and attested by a Notary Public in his favor, stating that he has authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the contract. For this, a declaration in the format prescribed at Annexure-IV shall also be submitted by the bidder. If at any stage, it is found that the person concerned had no such authority, HAFED may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory & the firm liable for all the consequential costs and damages.

If the person, so signing the bids, fails to produce necessary documentary proof of his/ her authority as indicated above, his/ her bid shall be summarily rejected without prejudice to any other rights of the HAFED under the law.

**13.17** The bidder/ service provider is mandatorily required to submit the documents mentioned in Annexure III along with the technical bid. The financial bid will be opened of only those bidders who qualify the technical bid.

**13.18 Other Conditions :** The following terms are applicable to this tender document and the bidder's bid.

- i. While every effort has been made to provide background information and requirements, **Bidders must form their own conclusions about the solution needed to meet the requirements.** Bidders and recipients of this

tender document may wish to consult their own legal/ technical advisors in relation to this tender document. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the HAFED on the basis of this tender document.

- ii. This tender document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- iii. The Bidder shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry and with professional engineering and training/consulting standards recognized by national/ international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to HAFED and shall, at all times, support and safeguard HAFED's legitimate interests in any dealings with Third parties.
- iv. HAFED reserves the right to assess the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. HAFED reserves the right to cancel the work order assigned to the System Partner at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the System Partner and under no circumstances the System Partner shall be eligible for any payment or damages from the HAFED.
- v. System Partner shall ensure compliance of all Labour Laws i.e. Minimum rates of wages applicable in the State of Haryana as per the Minimum Wages Act and would be responsible for compliance of EPF and ESI.
- vi. Any work product, whether acceptable or unacceptable, developed or customized under a contract awarded as a result of this tender documentshall be the sole property of the HAFED unless stated otherwise.

- vii. Timing and sequence of events resulting from this tender document shall ultimately be determined by HAFED.
- viii. No oral conversations or agreements with any official, agent, or employee of the HAFED shall affect or modify any terms of this tender document, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of HAFED shall be superseded that results from this tender document process. Oral communications by HAFED to bidders shall not be considered binding on HAFED, nor shall any written materials have provided by any person other than HAFED.
- ix. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this tender document.
- x. By responding, the bidder shall be deemed to have represented and warranted: that its bid is not made in connection with any competing bidder submitting a separate response to this tender document, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the tender document development process and had no knowledge of the specific contents of the tender document prior to its issuance; and that no employee or official of HAFED participated directly or indirectly in the bidder's bid preparation.
- xi. A third party or any statutory audit may be conducted any time before Go-Live or after start of O&M phase by HAFED to analyze the performance of the bidder/ system partner. The auditing party would be decided by HAFED. Bidder would be required to support the audit exercise as part of the project execution.
- xii. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against HAFED or any of its respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- xiii. Post the release of the tender document and until contract award, bidders shall not, directly or indirectly, solicit any employee of HAFED to leave HAFED or any other officials involved in this tender document process in order to accept employment with the bidder, its affiliates, or any person acting in concert with the bidder, without prior written approval of the

HAFED. xiv. The HAFED reserves the right to terminate the full Bank Guarantee or any part of it furnished by the System Partner with or without termination of contract, in case HAFED or its nominated agency at any time during the tenure of the project observed that the System Partner failed to comply with its obligations under the Contract.

xv. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by HAFED. Any notification of best evaluated/ preferred bidder status by HAFED shall not give rise to any enforceable rights by the Bidder. HAFED may cancel this public procurement at any time prior to a formal written contract being executed by HAFED.

## 14. PROPOSAL EVALUATION PROCESS

**14.1 Bid Evaluation :** Proposals will be reviewed by a Committee of Officers (the "Committee"). Evaluation of the bids will be done in two stages. The final awarding of the contract will be done based on a Quality & Cost Based Selection (QCBS) procedure. The following is the procedure for evaluation:

**14.1.1 Technical evaluation :** The technical bid documentation furnished by the bidder shall be examined in detail in order to determine whether they are substantially responsive to the requirements set forth in this document. In order to reach such a determination, HAFED will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified as under :

### Evaluation Criteria

S.No.	Parameter	Criteria/ Sub Criteria	Max. Criteria/ Points	Criteria& break-up of Score
1.	Bidder Agency/Company/ Partnership Firm/ Organization Turnover and positive net worth.	Average annual turnover in last 3 financial years  10 Cr -15 Cr : <b>5 marks</b> >15 Cr to 20 Cr.: <b>7 marks</b> > 20 Cr : <b>10 marks</b>	10	CA certificate clearly Mentioning the turnover and net worth of last three financial years along with P&L statements.
2.	Bidder Experience and Technical Capabilities in e-Gov. Project	The bidder should have experience in development and implementation of atleast three IT/Software projects with Central/State	20	Work order/PO/Agreement copy

		<p>Government Department/ PSU India The Bidder must have 1 Project of minimum value of <b>Rs. 1 Crore.</b></p> <p>Project value from 1 Cr to 3 Cr. : <b>5 marks</b> Project value above 3 Cr to 5 Cr: <b>10 marks</b> Project value above 5 Cr : <b>20 marks</b></p> <p>Maximum of 3 projects will be taken into consideration for such evaluation. While evaluation of above projects maximum 20 marks will be awarded.</p>		
3.	Experience in handling large scale ERP Solutions under Warehousing & foodgrains procurement domains.	<p>Implementation of large scale applications under warehousing Implemented in Upto100 Warehouses- 5 Marks</p> <ul style="list-style-type: none"> <li>• Implemented in &gt;100 to 200 Warehouses- 10 Marks</li> <li>• Implemented in above 200 warehouses - 15 Marks</li> <li>• implementation of food grain Procurement Software Solution alongwith Warehousing /Supply chain in any Central/ State Government Department/ Agencies - 15 Marks.</li> </ul>	30	Go-Live / Successful implementation certificate/proofs from the Govt. departments
4.	Proposed Methodology , Implementation Approach, Technical Presentation Proof of concept Demonstration	<p>Availability of the Product with required features as and Modules defined in the Scope of work</p> <ul style="list-style-type: none"> <li>• Approach, Methodology and Implementation Plan – 10 Marks</li> <li>• Proof of concept and demonstration of off the shelf product as per scope of work - 15 marks</li> </ul>	25	Overall approach, use of methodology, dependency and clarity in understanding requirements
5.	New Innovative Ideas suggested by Bidder beyond the defined Scope	Proposing out of the box ideas along with its implementation approach to make this project a success	15	Value Addition

	of Work.			
	Total Technical Marks		<b>100</b>	

Dated:

Place:

Signed & sealed (Authorized representative of the  
firm)

**The Bidders are requested to take note of the following:**

- i. Full weightage shall be given to the bidders proposing the Software solution on open source platform. However, bidders are free to propose solution on any platform.
- ii. The detailed information of 3 projects may be provided. Work Orders along with PO from client shall be mandatorily attached along with in support of each project.
- iii. The overall technical score cutoff is 70 marks. As one of the criteria, the bidder will require to attain the overall cutoff marks or more during the evaluation, for their Financial bids to be considered.
- iv. Technical proposal should not contain any financial information. Technical bids containing financial information will be summarily rejected.
- v. A proposal shall be rejected at this stage if it does not respond to important aspects of the tender document, and particularly the Scope of Work or if it fails to comply with the technical requirements.
- vi. After the technical evaluation is completed and approved, HAFED shall open the Financial Proposals of only those bidders who complied with the technical criterion specified in the tender document and qualify the minimum technical score of 70.

**14.1.2 Financial evaluation :** Based on the results of the technical evaluation, the committee will then proceed to open and evaluate the Financial bids of only those bidders who are able to qualify the Technical evaluation. The Financial evaluation will take into account the information supplied by the Bidders in the Financial Bid, and the same shall be evaluated in accordance with the evaluation criteria specified in this document. The Bidders are requested to take note of the following:

- i. Bidders intending for Financial bid should necessarily give the financial details in the format given in Annexure II. All the financial details should

be given in the prescribed format only and in accordance to the details mentioned in this document.

- ii. Assignment of marks to the financial bids will be done as follows: Once all the financial bids (of eligible bidders as mentioned above) have been opened, marks will be assigned to each financial bid as per the formula below:

Marks assigned to financial bid =  $100 * [F1 / \text{Financial Bid under consideration}]$

Where Financial Bid is the bid amount of the PRIMARY MANDATORY SERVICES quoted at S.No. 1 only in Annexure-II and F1 = the lowest financial bid of all the bids opened (bid amount of the PRIMARY MANDATORY SERVICES quoted at S.No. 1 only).

- iii. The Financial bid should not be conditional and no technical information should be provided along with the Financial bid. In such cases, the bids would be summarily rejected.
- iv. The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to selected bidder on the basis of the bid submitted. No separate payment shall be made for services that are to be delivered by the System Partner as part of his scope of work for this project.
- v. The bidder is required to quote for all the defined requirements on a fixed price basis.
- vi. The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the prices have been submitted as part of Financial bid to HAFED, no change/ modification will be entertained for any cause whatsoever. The prices once provided by the bidder will be valid for the entire period of validity of the bid (till completion of project for the selected bidder as System Partner/ Implementation Partner).
- vii. Any increase/ decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project will be to the account of the HAFED.
- viii. **Proposals not containing cost for any of the cost components or proposal with any intentional manipulation in prescribed Financial**



**format shall be straightway rejected without any further consideration.**

- ix. The System Partner shall be responsible for the costs towards travel/ stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the contract.
- x. Agency/ System Partner would be responsible for making the solution perform on a turnkey basis. In case the Agency/ System Partner does not consider any specific infrastructure including any hardware/ software/ system/ service in their bid, which would hamper the performance of the solution, as per Tender Document, HAFED would not be held responsible. In such a case, the System Partner has to provide additional infrastructure/ services, without any additional cost to HAFED.

**14.2 Quality and Cost Based Selection :** The method employed for the final selection of the System Partner and award of the contract will be QCBS i.e. Quality and Cost Based Selection method, which would ensure the quality of the solution as well as the cost effectiveness of the same. Each bidder would be assigned a Technical Score (TS) and a Financial Score (FS) based on the technical and financial evaluation of the bid respectively. These scores would then be combined with pre-assigned weights (0.7 for technical score and 0.3 for financial score) and the bidders would be ranked as per this combined score. Bidder with the highest final composite score (**Final Composite Score =  $TS \times 0.70 + FS \times 0.30$** ) shall be declared as “Best Evaluated Bidder” and shall be entitled for the award of the contract.

The Bidders are requested to take note of the following:

- i. The weights assigned for each item is for the purpose of evaluation of this bid only and does not necessarily reflect the actual transactions/ quantities that would be undertaken for the period of contract.
- ii. In case of a tie in the final composite score, the bidder having highest technical score will be considered eligible for leading to the award of the contract.
- iii. HAFED may waive any minor informality or non-conformity 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.
- iv. Negotiations may be done as per Haryana Govt. Guidelines/ instructions.

**15. BID SUBMISSION :** Bids must be direct, precise, concise, and complete. HAFED will evaluate bidder's proposal based on the response to the requirements of the project as outlined in this document.

**15.1 Overall Bid Content :** The bids shall comprise of two parts with following items and others as listed in the Annexure to this document.

- Bids will have to be submitted in two parts (Pre-Qualification + Technical and Financial in the format as specified in Annexure-II) as indicated in the tender document. There will be two bid-opening events (i) for Pre-Qualification + Technical Bids and (ii) for the Financial bids.
- Every page of the Technical Bid (Pre-Qualification + Technical) Document submitted needs to be clearly stamped & duly signed by the authorized signatory of the bidder.
- HAFED will open the Pre-Qualification + Technical bid and list them for further evaluation. The 'Financial Bid' shall not be opened until the evaluation of the Technical bids is complete.
- All the bidders will be invited during the opening of Financial bids. However, if there is no representative of the bidder, HAFED may still go ahead and open the bids.
- HAFED reserves the right to postpone or cancel a scheduled Tender opening.

Any other information that is required to be submitted may be submitted along with the Technical bid.

**15.2 Venue & Deadline for submission of bids**

- i. Technical Proposals/ Documents be submitted in the HAFED office as per the details mentioned in Data Sheet of this tender document.

The venue for the opening of bids is given below:

HAFED Corporate  
Office, Sector 5, Panchkula-  
134109.

Tel: 0172-2590520-26.

- ii. Last Date & Time of submission: As per the Data Sheet table.

HAFED may, at its discretion, extend the deadline for submission of proposals in which case all rights and obligations of the proposed project and the bidders will thereafter be subject to the deadline as extended.

**15.3 Late bids :**Bids received after the due date and the specified time for any reason whatsoever, shall automatically stand rejected.

**15.4 EARNEST MONEY DEPOSIT (EMD) :** The bidder has to deposit an amount equivalent to Rs.1,00,000/- (Rupee One lakh Only) towards Earnest Money through online payment gateway of the e-tendering portal by RTGS/ NEFT/ ELECTRONIC MODE.

15.4.1 The earnest money shall be liable to forfeiture if the bidder after submitting his tender, resiles from his offer and/or modifies the terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the service provider's failure after the acceptance of his tender to furnish the requisite security deposit by the due date without prejudice to any other right or remedies of the Hafed under the contract and law.

15.4.2 In event of the bidder submitting the conditional tenders, the EMD of such bidders will be forfeited. Earnest money will be refunded to all the unsuccessful tenderers as soon as possible after a final decision on tenders is taken.

15.4.3 No interest shall be payable on the amount of earnest money paid in any case.

15.4.4 Earnest money deposit of the successful bidder(s) will be adjusted from the total amount of security deposit to be paid at the time of signing of contract, if the contract is awarded.

**15.5 SUBMISSION OF FINANCIAL BID :** The bidder should quote rate exclusive of GST for the **Primary mandatory services and Secondary Services** in figures as well as in words. These rates, however, shall be inclusive of other applicable local/ statutory taxes, duties, cess etc. as applicable. There should be no cutting/ overwriting in the price bid. The Financial Proposal should only indicate prices without any condition whatsoever

- i. The Financial bid must be submitted online only.
- ii. The bidder is required to quote rates for PRIMARY MANDATORY SERVICES AND SECONDARY SERVICES separately as per Financial Bid at Annexure-II.
- iii. Financial Evaluation shall be done on the basis of price quoted for PRIMARY MANDATORY SERVICES only at S.No. 1 in Financial Bid ( Annexure-II).
- iv. Proposals not containing cost for any of the cost components shall be straightway rejected without any further consideration.

## 16. OPENING OF FINANCIAL BID

- 16.1 After evaluating the technical bid, the financial bids of only technically qualified bidders will be opened in presence of all the technically qualified bidders or their authorized representatives who may wish to be present at the time of opening of price bids on the scheduled date and time, which will be conveyed/ notified online. Financial bids of the parties who do not qualify in technical bid will not be opened.
- 16.2 Bidders are at liberty to be present or authorize a representative to be present at the opening of bids at the specified time and date.

## 17. Security Deposit in form of Performance Bank Guarantee

- i. The successful bidder shall at his own expense deposit with HAFED, within Ten (10) working days of the date of notice of award of the contract, Security Deposit in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG ) (As per format give at Annexure-VI) from a nationalized bank or scheduled bank acceptable to HAFED, payable on demand, for the due performance and fulfillment of the contract by the bidder. The EMD (if any) would be returned to the successful bidder on receipt of Performance Guarantee. In case the PBG is not furnished within the timelines mentioned, the EMD will be forfeited. This Performance Bank Guarantee will be for an amount equal to Rs. 5.0 Lakh (INR Five Lakh Only). The value of the contract will be calculated as the sum of all payments (as stipulated by the contract pertaining to the scope of work) to be made by HAFED to the bidder during the contract period. All charges and expenses whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall **be valid initially till 6 months after the completion of the contract period**. In case, the project will be extended/ delayed beyond the timelines, the bidder shall be required to extend the Bank Guarantee till the actual date of completion of project. The performance bank guarantee may be discharged/ returned by HAFED upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- ii. In the event of the bidder being unable to service the contract for whatever reason, HAFED would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of HAFED under the contract in the matter, the proceeds of the PBG shall be payable to HAFED as compensation for the pre-estimated,

pre-determined and pre-agreed loss resulting from the bidder's failure to perform/ comply its obligations under the contract.

- iii. The security deposit will be refunded to the service providers on due and satisfactory performance of the services and on completion of obligations by the service providers under the terms of contract and submission of clear "No dues Certificates"

## **18. TERMS AND CONDITIONS - POST AWARD OF CONTRACT**

### **18.1 Change Request**

- i. No change requests shall be accepted by HAFED during the contract period (Implementation Period plus 5 years from the date of Go-Live) for any upgrades as part of the technical support cum O&M support from SP as well as from result of any necessary amendments from statutory compliance. This excludes any new third party integration which is not mentioned at this point of time.
- ii. In the event of a major scope change (In case of totally new requirements as part of this project) involving significant time and effort over and above routine maintenance and support, the selected bidder shall facilitate the assessment of impact to technical matters, timelines, cost and also justify the effort involved. The request for change requests (after due analysis by competent committee) shall be accepted by HAFED in such cases. Further, the bidder agrees to implement these changes after obtaining approval from the competent authority.

### **18.2 Limitation of Liability**

The entire & collective liability of the bidder arising out of or relating to this engagement, including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of course of action, whether in contract, tort or otherwise, shall in no event exceed the total Contract Price under this project plus invoking of the Bank Guarantee submitted by the bidder.

### **18.3 Termination**

#### **18.3.1 HAFED Right to Terminate the Process**

- i. HAFED may terminate the bidding process at any time without assigning any reason. HAFED makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This tender document does not constitute an offer by HAFED.

### **18.3.2 Material Breach**

(a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the HAFED as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

(i) If the Implementation partner is not able to deliver the services as per the tender document which translates into Material Breach, then the HAFED may serve a 7 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the HAFED will have the option to terminate this Agreement. Further, the HAFED may also offer a reasonable opportunity to the System Partner to explain the circumstances leading to such a delay.

(b) In the event that System Partner undergoes change of control, HAFED may, as an alternative to termination, require a full Performance Guarantee for the obligations of System Partner by a guarantor acceptable to HAFED or its nominated agencies. If such a guarantee is not furnished within 30 days of HAFED's demand, the HAFED may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the System Partner.

### **18.3.3 Effects of termination**

(a) In the event that HAFED terminates this Agreement pursuant to failure on the part of the System Partner to comply with the conditions as contained in this Clause and depending on the event of default, Performance Bank Guarantee furnished by System Partner may be forfeited.

(b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out in this Agreement.

- (c) On termination of this Agreement for any reason, the HAFED will decide the appropriate course of action.

**18.3.4 Termination of this Agreement due to bankruptcy of System Partner :** The HAFED may serve written notice on System Partner at any time to terminate this Agreement with immediate effect in the event that:

- (a) The Software Agency reporting an apprehension of bankruptcy to the HAFED;
- (b) HAFED or its nominated agencies apprehending a similar event.

#### **18.4 Exit Management Clause**

##### **18.4.1 Exit Management Purpose**

- (a) This schedule sets out the provisions, which will apply on completion and termination of the contract
- (b) The bidder/ System Partner shall provide Exit Management plan clearly specifying the duration and activities required for such transition/ migration before three months period from the date of expiry of contract, or termination of the operations
- (c) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule
- (d) Cooperation and provision of information - During the exit management period the existing System Partner will allow new designated agency to access information required to define the current mode of operation; enabling the new designated agency to assess the existing services being delivered and take proper control of the Infrastructure being used.
- (e) In case of premature termination of contract, the bidder shall initiate exit management and shall carryout all operations till the time, handover to the new designated agency is completed. During such transition/migration phase it is also to be ensured that there is no service downtime.

**18.5 Force Majeure :** The vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the and not involving bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the HAFED in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the bidder shall promptly notify the HAFED in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/ services already delivered or performed.

## **18.6 Disputes Resolution**

**18.6.1 Amicable Settlement** : The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/ differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 60 days from the date of receipt of written notice, the matter shall be referred for Arbitration.

**18.6.2 Arbitration** : In case of any dispute, either party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings shall be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Client and other appointed by System Partner and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Chandigarh/ Panchkula and following are agreed:

- (a) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.



- (b) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- (c) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.
- (d) Any legal dispute will come under Panchkula Civil Court jurisdiction only.

## **19. AWARD OF CONTRACT**

**19.1 Award Criteria :** The Best Evaluated Bidder according to QCBS evaluation & further discussions and negotiation towards the process of selection in line with the latest guidelines of Govt. of Haryana will be considered for award of contract by the HAFED.

**19.2 Right to accept/ reject any or All Proposals :** HAFED reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, without thereby incurring any financial or other liability to the affected bidders or any obligation to inform the affected bidders of the grounds for HAFED decision.

**19.3 Notification of Award :** Prior to the expiration of the validity period, HAFED will notify the successful bidder in writing or by fax, to be confirmed in writing by letter, that its bid has been accepted.

In case the tendering process/ public procurement process has not been completed within the stipulated period, HAFED may request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance guarantee, HAFED will promptly notify each unsuccessful bidder. HAFED shall not be bound to give reasons for rejection of any bid.

**19.4 Contract Finalization and Award :** Department will take approval from the competent authority as per procedure before allotment of project to Company/ Agency and such award shall be subject to the norms/ latest guidelines of Govt. of Haryana.

**19.5 Signing of Contract :** Within 15 days of receipt of the initial Notification of Award, the successful Bidder shall execute the Contract with HAFED. The submission of Performance Bank Guarantee shall be a pre-condition for signing of the contract.

**19.6 Term of the Contract :** The term of this Contract shall be for a period of five years , extendable by two years by mutual consent, commencing from the date of “**Successful Implementation/ Go-live**” of end to end Cloud Based Warehouse Management Software for HAFED. However, the contract maybe extendable, on mutually agreed terms and conditions.

(The Date of Go-Live will be date on which bidder received Letter of Successful Implementation/ Go-live from HAFED)

**19.7 Failure to agree with the Terms & Conditions of the document :**

Failure of the successful bidder to agree with the Terms & Conditions of the Document shall constitute sufficient grounds for the annulment of the award, in which event HAFED may award the contract to the next best value bidder or call for new bids or invoke the PBG.

**20. PAYMENT SCHEDULE :** The following section outlines the payments to be given by HAFED to the selected bidder for successful execution of the project.

**20.1 Payment Schedule for the Services provided :** The service provider(s) shall have to perform all the services provided in this contract. The service provider shall be paid at the rates accepted by the HAFED for the services rendered satisfactorily. The payments of the charges shall be made as per the highest quantity of stocks (MT) stored in the godown at any point of time during the month.

20.2 Admissible payments shall be made on fulfillment of stipulated conditions as per following procedure: -

- Service provider shall submit the monthly bills in the office of District Manager, HAFED concerned by 5th day of every calendar month.
- Office of District Manager, HAFED, after receiving Bills/ certificate certificates from service provider will make payment to service provider within 5 working days, after verification of bills and making deductions, if any.

**20.3 Other Payment Terms**

- i. Any increase/ decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project will be to the account of the HAFED.
- ii. Whenever the penalty is levied on System Partner for failing to meet the required, the payment shall be made for the quarter and the penalty (if any) will be adjusted in the payments of next quarter.

- iii. Any delay on account of HAFED & stake holders department officials (and not attributable to the System Partner) shall not be taken into account while computing adherence to service levels for the System Partner. The final authority in deciding the responsibility lies totally with the HAFED only.
- iv. Any monetary figure in decimal shall be rounded off to the nearest INR.
- v. All payments would be subject to withholdings, if any, due to performance criteria besides other statutory withholdings.
- vi. All payments will be cleared if there are no issues from SP's side within 30-45 days from date of receiving invoices which are appropriate in all aspects.

## **21. DISQUALIFICATION CONDITIONS**

- 21.1 If the bidder/proprietor or its director/ partner, has been blacklisted or debarred individually or as a part/member of any firm/company/consortium by Government or any Department/Unit of Government or any Public Sector Undertaking (PSU), in such case will be ineligible, during the period of such blacklisting.
- 21.2 If the bidder/proprietor or its director/ partner is, at any time, convicted by a court and sentenced to imprisonment for a period of three years or more, such tenderer will be ineligible.
- 21.3 If the bidder/proprietor or its director/ partner is declared insolvent or facing insolvency proceeding before NCLT or any other Court/Tribunal formed by the Central Government or any State Government in this regard or declared willful defaulter by RBI or any other Nationalize/Scheduled Bank.
- 21.4 Any bidder or its director/ partner, whose contract with the Central/ State Government or their department or any Public-Sector Undertaking/Bank has been terminated before the expiry of the contract period on account of breach of contract or Earnest Money Deposit and/or Security Deposit has been forfeited at any point of time during last five years, will be ineligible.

**FORWARDING LETTER**  
**(On Letter head of the Bidder)**

**From**

(Full name of the bidder firm/ organization)

.....  
Address.....

.....  
.....

Phone No.: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Email id: \_\_\_\_\_

Website: \_\_\_\_\_

**To**

To

Managing Director, HAFED

Hafed Corporate Office, Sector-5, Panchkula.

Dear Sir/Madam,

1. With reference to tender no. \_\_\_\_\_ published on dated \_\_\_\_\_ I/we submit the online bids under two-bid system appointment as Software Solution Service provider **for the services to Study, Design Development, Implementation & Maintenance of Cloud Based Warehouse Management Software on Software as a Service (SaaS) Model** in Hafed Warehouses .
2. I/we have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to abide by them.
3. I/we agree to keep the offer open for acceptance upto and inclusive of 90 days from the date of opening of the Financial Bid 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 this 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 upload along with the Technical Bid the scanned copy/ soft copy of acknowledgment of depositing INR Rs. 1,00,000/- (Rupee One lakh Only) towards Earnest Money and INR 6,000/- (Rupees Six Thousand only) towards Bid Fee through RTGS/ NEFT/ ELECTRONIC MODE, totaling to Rs.\_\_\_\_(in figures) (in words Rupees\_\_\_\_\_only) inclusive of taxes, in the account of MD HAFED through the online payment gateway of the e-tendering website. In the event of my/ our Bid being accepted, I/We agree to furnish, within 10 (Ten) working days from the date of issue of acceptance of the Bid, Security Deposit as stipulated in clause 17 of the bid document.
5. I/we do hereby declare that I/we am/are authorized to submit this bid on behalf of the bidder organization/ company/ firm, for which requisite authority letter is attached with this bid.
6. I/we hereby undertake that my/our organization/ company/ firm is having all the mandatory licenses for fulfilling the contractual and also shall comply with other statutory laws/obligations.
7. I/we do hereby declare that the entries made in the bid document are true & correct and also that I/we shall be bound by the acts of my/our duly constituted Attorney. In the event, that the information is found to be incorrect/untrue, the HAFED shall have the right to disqualify the entity, at any time during the currency of contract, without giving any notice or reason thereof or summarily terminate the contract, without prejudice to any other rights that the HAFED may have under the Contract and Law.

(Signature of authorized signatory/ bidder  
with seal)

**Technical Bid  
Pre-Qualification Criteria**

Sr. No.	Parameter	Criterion	Evidence to be submitted
1	Legal Entity	d) A company incorporated in India under the relevant Companies Act, 1956. e) Registered with the GST Authorities in India with active status f) PAN	d) Copy of Certificate of Incorporation e) Copy of Registration Certificates with GST f) Copy of PAN
2	Nature of Business	The firm should be in the business of providing software development services for at least 3 year as on 31.03.2021	Attested copy of the Memorandum and Articles of Association/ Partnership Deed etc. and proof of software development service for at least 3 years as on 31.03.2021
3	Turnover	The company shall have Minimum Average Turnover of <b>INR 10 Crores in software development/ IT services (excluding hardware sales etc.)</b> during last three financial years (i.e. Year 2018-19, year 2019-20 & year 2020-21). The net profit of the company shall be positive each of the last three financial years.	Audited Annual Financial Statements and Annual Reports and Certified statement from the Current Statutory Auditors of the bidder.
4	Experience	The bidder must have successfully implemented at-least one Software Solution in any Central/ State Government Department/ Agencies with a minimum order value of <b>Rs. 1 Crore.</b>	Copy of Work Order & Successful project completion certificate should be attached.
5	Office Location	Company should have either registered or branch office in Haryana / Chandigarh either registered or branch office in Haryana/ Chandigarh.	GST Certificate should be attached

**Note: Joint venture/ Consortium of any kind is not be allowed.**

The bid without the supporting documents mentioned above may be dis-qualified. HAFED may at its own discretion seek any clarification and other supporting documents from bidder wherever required.

## General information of the bidders

<b>General Information</b>			
Details of the Bidder			
Name			
Address			
Telephone		Fax	
E-mail		Website	
Details of Authorized person/representative of the bidder			
Name		Designation	
Address			
Mobile Number (s)		Landline Number (with extension if any)	
Email			

Dated:

Place:

Signed &amp; sealed: (Authorized representative of the firm)

**Please Note:****a. All Fields are to be mandatory filled & should not be altered or left blank**

### **Financial Bid**

(The bidder is only required to fill online template available for submitting financial bid on the e-tendering website and not this hard copy)

The bidder should quote rate for mandatory and optional services as per scope of work, exclusive of GST **in INR** in figures as well as in words. There should be no cutting/ overwriting in the price bid.

S.No	ITEM / SERVICE	RATE
1.	<b>PRIMARY MANDATORY SERVICES</b>	<b>(RATE PER MT PER MONTH)</b>
	<ul style="list-style-type: none"> <li>Comprehensive cloud based Software Solution including hosting</li> <li>Providing required hardware equipment (Server / Desktops/ Printers/ Laptop / UPS/ Tablets etc.)</li> <li>Technical Support for required updates of the software solution and hardware.</li> <li>Handholding services</li> </ul>	
	<b>RATE IN WORDS</b>	
2.	<b>SECONDARY SERVICES</b>	
	(a) Data Entry services ( Transactional data )##	<b>(RATE PER MT PER MONTH)</b>
	<b>RATE IN WORDS</b>	
	(b) Additional training and support as & when required.(at H.O. for batch of 30 trainees)	<b>(RATE PER DAY)</b>
	<b>RATE IN WORDS</b>	

The above quoted rate(s) is/ are although exclusive of GST, but is /are inclusive of local statutory taxes, duties, cess etc. associated with the operations and facilities provided as per terms mentioned in the tender document.

**## The rates quoted for Data entry Services should comply with Minimum Wages Act and Labour Law in force.**



**Please Note:**

- i. The Bidder will have to submit financial bid for above components, It is necessary for the bidders to fill in all the fields of the Financial Bid format strictly as per the format defined.
- ii. Bidder need to submit financial bid online only.
- iii. For the purpose of working out financial score of the financial bids, the rates of PRIMARY MANDATORY SERVICES quoted in S.No. 1 will be considered, however, the successful bidder will have to match the lowest bids (of other bidders if any) in respect of the SECONDARY SERVICES charges (mentioned in S.No. 2(a) & 2(b) ). It is mandatory to give the price for PRIMARY MANDATORY SERVICES, SECONDARY SERVICES ( 2(a) & 2(b)) in figures and words.

Bids with any missing cost components shall be rejected.

Date:                      Signature of Tenderer/ Authorized Signatory Full Name of Signatory/Tenderer

### **ANNEXURE-iii**

#### **List of Documents to be uploaded in Technical bid folder/cover:**

<b>Sr. No.</b>	<b>List of documents to be submitted</b>	<b>Whether attached or not?</b>
1.	Self Attested Copy of Certificate of Incorporation or Copy of Registration Certificates with GST or Copy of PAN	Yes / No / NA
2.	Self Attested copy of the Memorandum and Articles of Association etc.	Yes / No / NA
3.	Self-attested scanned copy of forwarding letter in the prescribed format available at Annexure I.	Yes / No / NA
4.	Name, date of birth/ incorporation and address of the bidder, email id and contact number. as required in Annexure-I (c) <b>General information of the bidders</b> ).	Yes / No / NA
5.	Scanned copy of the prescribed bid document complete in all respect alongwith all attachments including appendices, annexures and duly filled and signed on each page by the bidder	Yes / No / NA
6.	Copy of RTGS/ NEFT/ ELECTRONIC MODE acknowledgment of such deposit of proof of payment of Tender fee.	Yes / No / NA
7.	Copy of RTGS/ NEFT/ ELECTRONIC MODE acknowledgment of such deposit of proof of payment of EMD.	Yes / No / NA
8.	Copy of power of attorney in respect of authorized signatory for signing the bids.in the prescribed format available at Annexure IV.	Yes / No / NA
9.	Self-attested scanned copy of PAN card of the firm.	Yes / No / NA
10.	Self –attested scanned copy of GSTIN of the firm.	Yes / No / NA
11.	Experience certificate (as per Annexure-V) along with copies of experience certificates duly certified by the respective competent authority of the clients.	Yes / No / NA
12.	Certificate of Chartered Accountant regarding Annual Average turnover and net worth of the bidder for the specified period (as required in clause 5 of the technical bid).	Yes / No / NA
13.	Copy of duly audited P & L Account and Balance Sheet of last 3 financial years or ITRs. (for Financial Year 2018-19,2019-20 and 2020-21).	Yes / No / NA

(Signature of authorized signatory/  
bidder with seal)

**Note: While uploading documents alongwith bid, the following instructions may be adhered to:**

1. All documents, required to be submitted, should be:
  - a. Attached in the sequence mentioned above;
  - b. Self-attested by the bidders or their authorized signatory alongwith firm's/ company's seal, Serially page numbered, Legible copies of original documents, Scanned and uploaded in .pdf format only.
2. The above list of documents is only indicative and the bidders are advised to refer to the respective clause in the bid document for any additional document.

**DECLARATION**

**(on non-judicial stamp paper of appropriate value, attested by Notary Public)**

1. I/we \_\_\_\_\_ Son/ Daughter/ Wife of \_\_\_\_\_ hereby \_\_\_\_\_ authorize Sh.\_\_\_\_ to represent \_\_\_\_\_ the \_\_\_\_\_ bidder \_\_\_\_\_ firm \_\_\_\_\_ namely \_\_\_\_\_ M/s \_\_\_\_\_ and to sign and execute this Bid document.
2. That I/ we and authorized representative(s) have carefully read and understood all the terms and conditions of this tender floated by HAFED and I/ we and authorized representative(s) agree, confirm and undertake to abide by all the terms & conditions as stipulated in the prescribed Bid document, its Annexures, Appendices.
3. The information/ documents furnished alongwith the above Bid are true and authentic to the best of my/ our knowledge and belief. I/ we and authorized representative are well aware of the fact that furnishing of any false or incorrect information/ fabricated document would lead to rejection of our bid at any stage without prejudice to any other rights that the HAFED may have under the Contract and Law.
4. I/ we and authorized representative further undertake that the entire responsibility of the personnel deployed under the contract services will be that of the bidder firm.
5. I/we do hereby declare that I/ we shall be bound by the act of my/ our duly constituted attorney i.e. Shri. \_\_\_\_\_ and of any other person who in future may be appointed by me/ us in his place to carry on the business of the concern, whether any intimation of such change is given to the HAFED or not. The signature of my/ our duly constituted attorney/ authorized representative are as under: Signatures of authorized representative-
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

Submitted by,

(alongwith name and rubber seal of the bidder firm)

**ANNEXURE-V**

**PROFORMA OF WORK EXPERIENCE CERTIFICATE TO BE PRODUCED BY**  
**THE TENDERER**

**Name of the bidder:** \_\_\_\_\_

Sr. No.	Name of the organization Served	Nature of the work/ Contract executed	Duration of contract period			Product Handled	Total Value Of work/ Contract executed	Remarks (if any)
			No. of years/ months	Start date	End date			
1.								
2.								
3.								
4.								
5.								

(Signature of authorized signatory alongwith seal)

**Note:** 1. Copies of experience certificates duly certified by the competent authority of the Organization served should be attached in support along with technical bid.

2. No. of rows may be added, as required

**FORMAT OF BANK GUARANTEE**

To

Managing Director, HAFED Corporate  
Office, Sector-5,  
PANCHKULA

This deed of guarantee is made on this \_\_\_\_\_day of \_\_\_\_\_,2019.  
BY,(name of bank) having its registered office at and one of its local office at \_\_\_\_\_ (hereinafter referred to as 'bank') in favour of The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED), having its Head office at Sector-5, Panchkula (hereinafter referred to as ' HAFED ').

**WHEREAS**, M/s (name of service provider), a firm/ company having its registered office at \_\_\_\_\_(hereinafter referred to as “service provider”) is bound, as per the terms & conditions of the tender No.\_\_\_\_\_ published on \_\_\_\_\_to furnish a security deposit ----- (by way of bank guarantee) for due performance of all obligations under the tender & work awarded to Software Solution service provider for **the services to Study, Design Development, Implementation & Maintenance of Cloud Based Warehouse Management Software on Software as a Service (SaaS) Model** in Hafed’s own and hired Godowns the State of Haryana by way of bank guarantee of Rs. \_\_\_\_\_(Rupees (in words))

**AND WHEREAS** the bank has agreed to stand as guarantor on behalf of the service provider and execute this guarantee for the satisfactory fulfillment of the obligation under the agreement executed between HAFED and service provider for said services.

**NOW THEREFORE, THE DEED OF GUARANTEE WITNESSETH AS FOLLOWS:**

1. That the bank hereby, unconditionally and irrevocably, undertakes to guarantee payment on demand without demur to HAFED and without notice to the service provider, the said amount of Rs.\_(Rupees (in words).) immediately on receipt of the demand from HAFED enforcing this deed of guarantee.
2. This guarantee shall not be affected/ discharged by any infirmity or irregularity on the part of the service provider and by the dissolution or any change in the constitution of HAFED or service provider or bank.
3. The bank shall pay to the HAFED, any money so demanded without any demurrage notwithstanding any dispute or disputes raised by the service provider

against HAFED or bank or any other person(s) in any suit or proceedings pending before any Court or tribunal relating thereto as the bank's liability under this guarantee being absolute or unequivocal.

4. The payment so made by the bank under this guarantee shall be a valid discharge of its liability for payment there under and the service provider shall have no claim against bank for making such payment.
5. The bank further agrees and undertakes that the guarantee herein contained shall remain in full-force and effect throughout the period of work contract/ agreement executed between service provider and HAFED for services as aforesaid and further this guarantee shall continue to remain-in-force, if the HAFED extends the duration of the contract and it shall also continue to be enforceable till all the dues of the HAFED under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till HAFED certifies that the terms and conditions of the said agreement have been fully and properly complied and carried out by the said service provider, whichever is later.
6. The bank shall not and cannot revoke this guarantee during its currency except with previous consent of the HAFED in writing.
7. The guarantee shall remain in-force during the period mentioned above and become ineffective only on written intimation to the bank by HAFED for this purpose and in that case, this guarantee shall stand discharged.
8. Any forbearance act or omission on the part of HAFED in enforcing any of the conditions of the said agreement or showing of any indulgence by the to the service provider shall not discharge the bank in any way and the obligation of the bank shall be discharged only on the written intimation thereof being given to the bank by HAFED.
9. Notwithstanding anything contained herein above unless a demand or claim under this guarantee is made on the banking writing on or before \_\_\_\_\_ (date of expiry of guarantee), the bank shall be discharged from all liabilities under this guarantee thereafter.
10. The bank has the power to issue this guarantee under its Memorandum and Articles of Association (MoA&AoA) and the persons, who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

(Signatures alongwith name and designation

of the signatory, with seal and complete

address of the bank/ surety)

**Witnesses** (witness should enter his

name and complete address

alongwith signatures):

1. \_\_\_\_\_

2. \_\_\_\_\_