



THE HARYANA STATE COOPERATIVE SUPPLY  
AND MARKETING FEDERATION LIMITED  
CORPORATE OFFICE, SECTOR 5, PANCHKULA  
HARYANA (INDIA)



TEL: 2590520-24, FAX: 2590711 Email: hafed@hry.nic.in Website: www.hafed.gov.in

### **Notice Inviting E-tenders**

#### **Engagement of service provider/panel of service providers for e-auction services for purchase/sale of Foodgrains, Coarsegrains, Oils Seeds & Pulses, Sugar, Oil, other consumer products and raw material for processing plants etc.**

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites E-tenders for engagement of service provider/panel of service providers for purchase/sale of Foodgrains, Coarsegrains, Oils Seeds & Pulses, Sugar, Oil, other consumer products and raw material for processing plants etc. or any other agricultural product/ commodity as informed by HAFED from time to time from the Service Providers meeting the conditions as stipulated in this e-Tender Document. The tender document containing eligibility criteria and other terms & conditions is available at Haryana Government's e-tender portal at <https://etenders.hry.nic.in> or Hafed website [www.hafed.gov.in](http://www.hafed.gov.in). The tender/bid can be submitted on deposit of Rs. 5000/- (non-refundable) as tender fee and e-service fee of Rs.1000/- (non-refundable). The online bid must be accompanied with the Earnest Money Deposit (EMD) of Rs. 5.00 Lakh. The period of downloading of tender document and bid submission starts from 09.03.2022 at 05:01 PM and the last date of technical and financial bids submission is up to 28.03.2022 till 10:00 AM on e-tender portal, as mentioned above. All the bidders are required to get registered on the e-tender portal and obtain a Digital Signature from NIC office. The technical bids will be opened at 11:00 AM on 28.03.2022 in presence of the bidders, who may wish to be present.

Hafed reserves the right to accept/reject any/all the tenders without assigning any reason whatsoever.

**MANAGING DIRECTOR**

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:

S. No.	Particulars	Details
1	Document reference number	HAFED/RMS/2022
2	Start Date for issue of RFP Document	09.03.2022 (05:01 PM)
3	Last Date for submission of proposal	28.03.2022 (10:00 AM)
4	Date of opening of Technical bids	28.03.2022 (11:00 AM)
5	Date of opening of Financial bids	To be decided after opening of Technical bid
6	HAFED contact details	HAFED Building, Sector 5, Panchkula, Haryana 134109 Email- <a href="mailto:hafed@hry.nic.in">hafed@hry.nic.in</a> Tel- 0172- 2590520
Note: - In case a Central/ State Holiday are declared on any day, the event will be held on the next working day at the same time and same venue.		

**Important Note:**

- 1) The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Bidder must confirm & check his/her Application/bid status after completion of his/ her all activities for e-bidding.
- 3) Bidder can rework on his/her bids even after completion of 'Application/ Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

## **INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM**

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

### **1. Registration of bidders on e-Procurement Portal:**

All the bidders intending to participate in the tenders process 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.

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

- 2.1** 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.
- 2.2** 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>
- 2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4** The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e Token carrying DSCs.
- 2.5** 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 the stage of bid preparation. 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).
- 2.6** 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.

**2.7** 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.

**2.8** 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.

### **3. Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - <https://etenders.hry.nic.in> the link for downloading required java applet & DC setup are also available on the Home page of the e tendering Portal

### **4. 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>

### **5. Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

### **6. 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. Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):**

**7.1** Online Payment of Tender Document Fee + Processing fee: The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and

the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

## **7.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:**

- (I) Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (II) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
- (III) FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under

Commercial Envelope and original not to be submitted manually

## **8. ASSISTANCE TO THE BIDDERS**

For queries on Tenders Haryana Portal, Kindly Contact

Note: Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject shield emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority. Tel:-0120-4200462,0120-4001002

Mobile:88262-46593

Email:-support.etender@nic.in

For any technical related queries please call at 24x7 Help Desk number 0120-4001002,01204200462,0120-4001005,120-6277787

For support related to Haryana Tenders in addition to help desk you may also contact on email ID [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com), Tel:0172-2700275

### **Timing:**

Technical support assistance will be available over telephone Monday to Friday (9:00am to 5:30pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the contractors).

**Note:** Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to epayment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their queries if there is any pertaining to the online bidding and the single e-Procurement portal at email address:- <https://etenders.hry.nic.in>

**NOTE:-**

Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>

**(Online Payment Guidelines)**Guideline for Online Payments at e-Procurement Portal of Government of Haryana.

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e- Procurement portal, the Bidder would have following options to make payment for tender document fee + Processing fee & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT or Over the Counter (OTC) Operative Procedures for Bidder Payments

**A) Debit Card**

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment.
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal.
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
- (ix) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp.
- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **B) Net Banking**

The procedure for paying through Net Banking will be as follows:

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button.
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank.
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank.
- (vii) Bidder enters his account credentials and confirms payment.
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal.
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **C) RTGS/ NEFT**

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it Will generate a Challan.
3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

## **RTGS / NEFT Payment Procedure**

The bidder shall be required to take a print of the challan and make the RTGS / NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/PSUs Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e., the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Techprocess intermediary Department/PSUs Escrow Security Deposit A/c.

### **D) Over the Counter (OTC)**

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is  $\leq$  ₹49,999), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on “Continue” Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on “Print Challan” and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs.49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e Procurement portal prior to accepting the payment.
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from eProcurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.



- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting

## NOTICE

1. The information contained in this tender document or subsequently provided to applicant, whether verbally or in documentary or any other form by or on behalf of the HAFED or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HAFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

2. This tender document is not an agreement with the prospective applicants or any other person. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the HAFED in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the HAFED, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender document and obtain independent advice from appropriate sources.

3. The HAFED, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way in this Selection Process.

4. The HAFED also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.

5. HAFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.

6. The issue of this TENDER document does not imply that the HAFED is bound to select any applicant or to appoint the selected applicants as the case may be, for

the assignment and the HAFED reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

## DETAILED TERMS AND CONDITIONS

### 1 Introduction

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

### 2. Objective

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

### 3. Definitions

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

- i. **'Service Provider/Applicant'** shall mean any Service Provider participating in the tender/bid and shall include its legal representatives and successors.
- ii. **Operational turnover** shall mean the value of the transaction in shape of purchase and sale including auction carried out through e-platform by the service provider/ tenderer.
- iii. **'Discrepancy'** – In the event of any discrepancy in words and figures, the description in words shall prevail.
- iv. **'Rupees'** and INR shall mean the lawful currency of India.
- v. **'Singular& Plural'** words imparting the singular and plural meanings also mean the plural and singular where the context so requires.
- vi. **'e-auction'** shall mean the scope of services /work required to be executed by the Service Provider in accordance with this tender document.
- vii. **'Event'**, shall mean and include each e- auction process floated by agency of Govt. of Haryana and undertaken by Service Provider irrespective of the number of simultaneous physical locations offering stocks and regardless of quantity.

- viii. **“Purchaser/buyer/participant/bidder/Trader** would mean any Company/Firm/LLP participating in e-auction to be conducted by Service Provider on behalf of agency of Govt. of India.
- ix. **“Year(s)”** wherever not specified would mean Financial Year.

#### **4. Minimum Eligibility Criteria:**

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

- a) The bidder must be legally registered legal entity i.e. Company/Firm/LLP etc.
- b) The operational turnover in Agri-business of the intending bidder from e-auction/ e-tendering should be more than Rs. 5.00 crore per annum in any one of the preceding three financial years, which should be duly certified by the Auditor/a firm of Chartered Accountants.
- c) Startups are relaxed for prior experience and turnover subject to meeting other eligibility conditions.
- d) The bidder should have own / licensed (perpetual) electronic platform with e-auction facility and having capability of undertaking the complete scope of work and roles and responsibilities meant for the service provider as detailed in the Tender Document.
- e) The bidder should have all the necessary registration/license to operate and conduct its business in India related to providing e-auction services.
- f) The party should have experience of managing e-auction of food grains, Oilseeds, Pulses and any other agri commodities or products. The party should have handled at least one thousand e-auctions and at least one lakh MT (as certified by a Chartered Accountant) of food grains, Oilseeds, Pulses and any other agri commodities or products for Central/State Government/ their Institutions, PSUs, Cooperatives or Private Trade.
- g) The e-auction portal of bidder should be STQC certified and shall be renewed timely to maintain validity of the same throughout the period of empanelment.
- h) **Preference may be given to the intending bidder who would have SEI CMMI Level 3 certification or above.**
- i) The bidder's organization / portal should also have accreditation of Quality Management and Information Security Management System (ISO 9001:2015 & ISO 27001:2013).
- j) Startups are allowed to obtain/complete these accreditations within three months from the date of empanelment failing which their empanelment will be treated as cancelled.
- k) The bidder must comply with latest amended Indian IT Act 2000 and relevant CVC guidelines. Certificate from an independent auditor shall be provided for the same.

- l) The bidder should have an agri products buyer base across India.
- m) The e portal should have conducted valid KYC of their members. E portal should have adequate risk mitigation measures.

## 5. **Scope of work**

- 1) The scope of work relates to conducting of e-auction for purchase/sale of foodgrains, Coarse Grains, Oils Seeds & Pulses, Sugar & Cattlefeed & its raw material etc or any other agricultural product/commodity as informed by HAFED from time to time by the selected Service Provider which shall consist of following main activities and activities allied and incidental thereto:-

### a) **Pre- Auction Task**

- i. Vendor/Buyer registration
- ii. Uploading of Auction RFP on its website;
- iii. Providing information of market rates and trends daily/weekly/monthly/commodity wise research report, as and in the format asked by HAFED or principal agencies or Govt. of India.
- iv. Schedule Auctions
- v. Intimate Vendors/buyers regarding Auction Schedule & RFP via email/text/ any other communication mode for each Auction day.

- b) Conducting Auctions as advised by HAFED or its nominated / assigned agency.

### c) **Post-Auction Task**

- i. Share the auction summary to HAFED or its nominated / assigned agency.
- ii. Declare results based on confirmations received from HAFED or its nominated / assigned agency.
- iii. Release the blocked EMD of the unsuccessful bidders.
- iv. Ensure timely deposition of trade values by successful bidders as per RFP terms and condition.
- v. Inform HAFED about Vendor/buyers defaults in fulfillment of trade related obligations and transfer EMD of defaulting Buyers to HAFED;
- vi. Release of EMD of successful bidders as per instructions received from HAFED or its nominated / assigned agency.
- vii. Risk Management.
- viii. Service Provider will provide historical auction data in table/graphical/analytical form as and when required by HAFED.

### d) **Other Scope of work**

- i. Each e- auction event shall be a separate event to be supported by the proposed e-auction system.
- ii. On-line advertisement of e-auction, including e-mail & SMS alerts to buyers

- iii. Cross checking of details of EMD/Sale proceeds deposited by the prospective buyers.
  - iv. Forwarding the list of successful Bidders in a particular e-auction to HAFED or its nominated / assigned agency.
  - v. Maintenance of Party wise ledger.
  - vi. Any other work assigned/instructions issued by the HAFED or its nominated / assigned agency from time to time for smooth conduct of e-auctioning
  - vii. The service provider shall continue to enroll prospective buyers with a view to broaden the customer base and ensure larger participation in the auction process.
- e) The empanelled party shall adhere to the standard operating procedure as prescribed by HAFED from time to time.
  - f) **Three portals may be considered to be empanelled by Hafed subject to the condition that the bidders other than L1 shall be required to match the financial bid given by L1 bidder. However, the competent authority may increase or decrease the number of portals for empanelment as per the requirement..**
  - g) The bidder should be having provision to integrate their e-auction portal with Central e-auction Portal identified by HAFED.
  - h) **The Service provider who offers to provide central portal to HAFED may be given priority subject to fulfillment of other terms and conditions mentioned in this tender document.**
  - i) HAFED may charge one time (non-refundable) integration support charges from empanelled Service Provider. HAFED may also charge annual IT support charges, where any future customization in Multi Portal Management System (MPMS) will be required to be pushed to respective Service Provider, which may involve similar integration activity with each empanelled service provider. Service Provider has to maintain high priority support system whenever they face an issue in future related to MPMS.
  - j) Service Provider shall make necessary customization in their e-auction portal and business operations for necessary integration with HAFED's Central Portal/MPMS as per SOP for integration with MPMS. The SOP for integration shall become a part of the Service Provider Agreement. The SOP for integration with MPMS may be amended by HAFED and changes in SOP shall be accepted and acted upon by the Service Provider in a time bound manner.
  - k) The Service Provider's e-auction portal shall be able to communicate via API with HAFED MPMS system and should be able to perform and automate tasks including but not limited to the following:

- a) Creating and executing auctions as per periodic information received from MPMS via API/Email/csv etc.
  - b) Communicate the results of auctions to MPMS via API and auction log.
  - j) IT security and vulnerability audit report of the system by a CERT-IN empanelled agency may be provided on annual basis as and when required by HAFED. The cost of such audit will be borne by the empanelled agency.
- 2) There shall be no guarantee regarding the number of e-auction events to be conducted by HAFED or its nominated / assigned agency during the currency of contract. During the currency of the contract, HAFED or its nominated/ assigned agency reserves the right to conduct sale of Pulses, Oilseeds, Onion and any other agricultural commodity informed by HAFED from time to time through any other mode in addition to e-Auction, without taking the services of the Service Provider and, in these cases, the Service Provider shall have no claim for any losses or damages whatsoever against HAFED or its nominated/ assigned agency.
  - 3) HAFED reserves the right to determine the number of empanelled agencies conducting e-auction at any given point of time, based on turnover volume, efficiency of operations or any other factors as determined by HAFED.

#### **6. Period of engagement of the Service Provider**

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

#### **7. Information on the assignment**

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

#### **8. Language & validity period of Tender**

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

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

(Name, Signature & Seal of  
Authorized Signatory For and on behalf of the Service provider)



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

#### **10. Signing of Tenders**

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

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## **11. Documents Comprising the Tender**

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

## **12. Submission of Bid**

- a) The bidder shall also upload the duly signed tender document on each page as a token of acceptance to all the terms and conditions of the tender alongwith self-attested copies of the supporting documents.
- b) A Service Provider can submit only one bid. If a Service Provider submits more than one bid, all such bids shall be rejected summarily.
- c) The Service Provider shall not incorporate any condition in the bid as conditional, which are not submitted strictly in accordance with the TENDER terms shall be rejected.
- d) While preparing the bid, Service Provider is expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Service Provider is incorrect /forged, HAFED reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD /Security Deposit.
- e) The Technical Bid shall include the following:-
  - i. Tender document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender.
  - ii. Self-certified Certificate of incorporation.
  - iii. Audited Balance Sheet of last three financial years.
  - iv. Copy of STQC Certificate.
  - v. Copy of SEI CMMI Level-3 or above Certificate.
  - vi. Copy of quality Management and information Security Management System (ISO 9001:2015 & ISO 27001:2013)
  - vii. Certificate from Chartered Accountant of the experience of managing auction (e-auction only) of agricultural Commodities.
  - viii. Self-certification by applicant that they have conducted valid KYC of their members registered as buyers and has adequate risk mitigation measures.
  - ix. Self-certification by applicant that they have a certain number of buyers registered across India of Agri commodities.

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- x. In case of partnership firm, scanned copy of original or an attested copy of the registered partnership deed.
  - xi. In case of limited company/LLP, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company/LLP authorizing the person signing the bid to do so on behalf of the company/LLP shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company/LLP.
  - xii. An integrity pact will be duly signed and stamped, if applicable.
- f) All supporting documents have to be submitted along with the tender/bid.
  - g) Bids which do not comply with these instructions shall be summarily rejected.
  - h) The Service Provider shall bear all costs associated with the preparation and submission of its tender/bid. HAFED will in no case be responsible or liable for these costs, regardless of outcome of the tender.
  - i) Service providers are requested to read the terms and conditions carefully before the submission of bid.
  - j) Any attempt by Service Provider to change the format of any appendix of TENDER document while submitting his bid liable for cancellation and his subsequent blacklisting.
  - k) TENDER document not accompanied by all the Schedules/Annexures intact and duly filled in and signed shall be rejected.
  - l) The HAFED shall not be liable for any omission, mistake or error on the part of the Service Provider in submitting the bid.
  - m) **The financial bid is to be submitted as per Annexure-II, as a percentage of sale/purchase transaction value, which should not be more than 0.18% of sale/purchase transaction value. Any bid having financial bid of more than 0.18% shall not be accepted and will summarily rejected.**

### **13. Earnest Money Deposit:**

The EMD of unsuccessful bidder shall be refunded at the earliest but not later than a month of final award of contract and shall carry no interest. EMD in case of successful bidder shall be returned on submission of Bank Guarantee and shall carry no interest.

### **14. Modification and Withdrawal of Offers**

Service Provider shall not modify or withdraw the bid after its submission. In the event of withdrawal/modification of the offer after submission of bid by Service Provider, the EMD shall be forfeited, without prejudice to any other legal recourse. In case any of the information furnished by them is found to be incorrect or false, the Earnest Money deposited by them is liable to be forfeited, without prejudice to any other rights and remedies of HAFED under the Contract and Law. He will also be

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debarred from participating in any other Tender Enquiry with HAFED for a period of three years.

**15. Clarification on Offers:**

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

**16. Technical Inspection and Performance Evaluation:**

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

**17. Verification**

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

**18. Opening and evaluation of Bids:**

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

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

**19. Book examination**

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

**20. Subletting the assignment:**

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

## **21. Award of Contract**

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

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

## **22. Security Deposit**

The successful Service Provider shall furnish, the Security Deposit for a Sum of Rupees 1,00,00,000/- (Rupees One Crore only) within 7 working days from the next date of issue of acceptance letter by HAFED, in the form of an irrevocable and unconditional Bank Guarantee issued by State Bank of India/any Public Sector Bank/ Scheduled commercial bank as security deposit which shall remain valid and enforceable upto six months after the expiry of the contract period.

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

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

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

### **23. Charges from Bidders to e-Auction**

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

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

### **24. Completeness of the contract**

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

### **25. Termination**

- (a) There would be a regular review of the performance of Service Providers in the panel by HAFED.
- (b) In the event of the Service Provider having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his

creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the HAFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the service Provider any resultant loss sustained or costs incurred by the HAFED.

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

## **26. Indemnity**

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

## **27. Confidentiality**

The Service Provider and its employees shall undertake to maintain absolute Confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures

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and all information concerning or relating to HAFED and its affairs to which the Service Provider/ their employees etc have access, in the course of performance of the contract.

## **28. Force majeure**

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

## **29. Notices**

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

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

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

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

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

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**ANNEXURE- I****TECHNICAL DETAILS**

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

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

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature of the bidder & Seal of the Co. : \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

(Name, Signature & Seal of  
Authorized Signatory For and on behalf of the Service provider)

<b>Sl. No.</b>	<b>Item</b>	<b>Page Nos.</b>
1	TENDER document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender.	
2	Self-certified Certificate of incorporation.	
3	Audited Balance Sheet of four years as mentioned above.	
4	Copy of STQC Certificate.	
5	Copy of SEI CMMI Level 3 or above certificate.	
6	Copy of quality Management and information Security Management System (ISO 9001:2015 & ISO 27001:2013).	
7	Certificate from Chartered Accountant of the experience of managing auction (e-auction only) of agricultural Commodities.	
8	Self-certification by applicant that they have conducted valid KYC of their members registered as buyers and has adequate risk mitigation measures.	
9	Self-certification by applicant that they have certain number of buyers registered across India of Agri commodities.	
10	In case of partnership firm, scanned copy of original or an attested copy of the registered partnership deed.	
11	In case of limited company/LLP, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company/LLP authorizing the person signing the bid to do so on behalf of the company/LLP shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company/LLP.	
12	An integrity pact will be duly signed and stamped, if applicable.	

**ANNEXURE-II****‘FORMAT OF FINANCIAL BID’**

**(Financial Bid will be opened of only those Tenderers, who qualify all the technical parameters)**

The rates should be offered in the following format :-

<p><b>Transaction charges to be levied on the bidders who will participate in the auction (Maximum upto Rs. 0.18% of sale/ purchase transaction value) (excluding GST as applicable)</b></p>

The Tenderer should quote the rate of transaction charges both in figures and words. Cuttings/ alterations are not allowed.

Signatures : .....

Seal/ Stamp : .....

Full Name of the authorized signatory : .....

Designation of the signatory : .....

Contact No. of signatory : .....

E-Mail ID of signatory : .....