



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



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HAFED INVITES EXPRESSION OF INTEREST (EOI)

FOR EMPANELLMENT OF SERVICE PROVIDERS FOR
PROVIDING SERVICES OF SAMPLING AND DIGITAL
ASSAYING FOR AGRICULTURAL COMMODITIES.

EOI REF. NO.: HAFED/PROC/2022-23/01 DATED:31.05.2022

LAST DATE OF SUBMISSION
08.06.2022 at 11:00 AM

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR SERVICE PROVIDERS FOR PROVIDING SERVICES OF SAMPLING AND DIGITAL ASSAYING FOR AGRICULTURAL COMMODITIES.

1. NOTICE OF DISCLAIMER

- (i) The information contained in this EOI or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or On behalf of The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) or any of its employees Or officers (referred to as "HAFED Representative") is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this EOI and no part of any subsequent correspondence by HAFED, or HAFED Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- (iii) The EOI document has been prepared solely to assist prospective Applicants in making their decision to get empanelled with HAFED. HAFED does not purport this information to be all-inclusive or to contain all the information that a prospective

Applicant may need to consider in order to submit a bid. The data and any other information wherever provided in this EOI is only indicative and neither HAFED, nor HAFED Representatives, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Applicant, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI.

- (iv) Neither HAFED nor HAFED Representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI Document. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project. Applicants have to undertake their own studies and provide their bids.
- (v) This EOI Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.
- (vi) The information and statements made in this EOI document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
- (vii) The EOI Document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. HAFED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
- (viii) HAFED reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- (ix) All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. HAFED may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful Applicants will have no claim whatsoever against neither HAFED nor its employees, officers.
- (x) HAFED reserves the right to modify, suspend, change or supplement this EOI at any stage. Any change to the EOI will be notified to all the Applicants to whom the EOI is issued.
- (xi) Mere submission of a Bid does not ensure selection of the Applicant as Successful Applicant or Operator.

- (xii) As this is an un-ended ongoing process of empanelment, there is no fixed date for opening of EOI The submitted EOI completed in all respect shall be opened and evaluate periodically and the applicant will be informed accordingly.

2. OVERVIEW

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) is the largest cooperative farmers' federation in the State of Haryana in India. HAFED is also one of the procuring agencies in the State for procurement of agricultural commodities including food grains, coarse grains, Oil Seeds and Pulses for the Federal as well as State Government.

HAFED also procures agricultural commodities for trading and processing.

The application form is enclosed at **Annexure-A**. Interested parties may submit their application form with required documents as at **Annexure-B**. **HAFED reserves its right to accept or reject any or all the applications without assigning any reason.**

- (i) Interested Parties shall submit their application in the prescribed format (duly filled in) along with supporting documents through email at hafed.addlgmwh@gamil.com or in a sealed envelope addressed to: -

**Managing Director,
HAFED,
Corporate Office,
Sector-5,
Panchkula (Haryana) -134109**

- (ii) The application must be accompanied with non-refundable processing fee of Rs.2,360/- (Rupees Two Thousand Three Hundred Sixty Only) inclusive 18% GST (Rs.2000/- + Rs.360/- GST) through RTGS/NEFT or DD in favour of The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) drawn on any Nationalized/ schedule commercial bank payable at Panchkula.
- (iii) The applicant must also be accompanied by Earnest Money Deposit/ Empanelment Fee amounting to Rs.10,000 (Ten Thousand only), which shall be refundable for successful applicant after deposit of requisite Security amount by the successful applicant. The Earnest Money Deposit/ Empanelment Fee shall be refunded to the unsuccessful applicants within 7 working days after final decision on the applications.
- (iv) The details of Bank Account for deposit of Processing fee and EMD/Empanelment Fee through RTGS/NEFT are given as under:-

Name of Beneficiary	:	The Haryana State Cooperative Supply and Marketing Federation Limited
Name of Bank	:	HDFC Bank
Current Account No.	:	50100455655196
IFSC Code	:	HDFC0000873

- (v) HAFED may constitute an Evaluation Committee which shall examine and evaluate the documents so received from interested applicants on the basis of parameters Of eligibility criteria defined in this EOI and other specified requirements.
- (vi) As per the requirement, HAFED shall call financial bids (to decide premium for HAFED) from the empanelled parties only by means of offline tenders or online e-auctions. The tenders/e-auction documents will provide complete details of the work scope like quantity, quality, packaging specifications, storage locations with timelines, payment and other terms & conditions separately.
- (vii) HAFED reserves the right to accept or reject any or all applications without assigning any reason thereof. The issue of this document does not in any way commit or otherwise obliges HAFED to proceed with all or any part of tender process. The EOI is not the subject of any process of contract or any contractual obligations between HAFED and the applicant.

3. SCOPE OF WORK

The scope of work for empanelled technology based assaying service providers will include the following:

- 1.1. HAFED procures Agri commodities under Price Support Scheme of Government of India and on behalf of State Government. Further HAFED has Agri commodities procurement / disposal / distribution / maintenance / export / import / commercial sales operations.
- 1.2. The surveyor Shall deploy required number of competent technically qualified staff with complete digital assaying solutions for various assaying parameters (like moisture, Oil content, foreign matter, damaged, weevilled, shriveled etc.) in accordance with prescribed quality specifications issued by Govt. of India / Regulatory Agencies/ HAFED at the procurement centres and/ or at warehouses/ storage locations and shall do any other work assigned by the HAFED.
- 1.3. Digital assaying solution would encompass of equipments which can undertake all physical and chemical assaying parameters using latest technologies, deliver results instantly, on the field and build traceability across the application installation locations. The broad technical specifications for the equipments is provided in Annexure D. The surveyor is expected to use state of the art technology solution from time to time.
- 1.4. The equipments for complete digital assaying solutions are required to have functionality to also connect to the internet and interface assaying and traceability parameters to HAFED's digital platform.
- 1.5. The services may be sought at the procurement/ storage/ transit points / any other place as informed by HAFED for specified operations by HAFED.
- 1.6. The technical staff of the Surveyor will, in case of oilseeds and pulses, inspect stock, draw random composite samples from each truck / lot / stack (10% of the total bags) at the designated point.

- 1.7. The technical staff of the Surveyor will analyze the sample using digital assaying equipments for various assaying parameters (like Oil, Moisture, Foreign Matter, Damaged/Shriveled, etc.) in accordance with prescribed quality specifications issued by Govt. of India / Regulatory Agencies / HAFED and submit fully digitized traceable reports online so that the stocks may be accepted or rejected accordingly.
- 1.8. One representative sample of each truck / lot / stack along with truck / lot / stack number and test reports with traceable record of the tests conducted may be forwarded to HAFED branch, if specified.
- 1.9. NO information shall be shared, published, displayed and passed on to any party by the service provider or its employees without intimation and consent of HAFED
- 1.10. The service provider shall be fully responsible to provide digitally traceable records for the samples analyzed and test reports submitted in respect of stocks accepted/rejected. In case any of such test reports submitted by the surveyor found to be defective, the entire responsibility for the same shall devolve on the surveyor.
- 1.11. The service provider shall intimate the names, designations, qualification and the contact numbers of its technical staff to be deployed at the procurement / storage / transit points / any other place as informed by HAFED, for specified operations by HA FED for better coordination so that work does not suffer.
- 1.12. Service providers shall depute at least one staff at every procurement / storage / transit points / any other place as informed by HAFED, as the need may be and will provide additional number of staff at the same place depending upon the requirement. In case of failure of the Service provider to provide the required number of technical staff having required qualification with proper digital assaying equipments at the storage points as required by HAFED, a penalty of Rs- 1000/- per day per manpower over and above the per man day amount quoted by the service provider will be imposed. In such case of default, HAFED reserves the right to hire the services of other technically sound and qualified Surveyors.
- 1.13. In case of a cleared stock (identified by a specific bag) which turns out be below the specified quality parameters at the procurement / storage / transit points / any other place as informed by HAFED, at any point of time (even after storage) would be treated as wrong assessment.
- 1.14. In case of any default / wrong assessment / stock not confirming to quality parameters, HAFED reserves the right to deduct the amount to the extent of damage done in monetary terms from the amount of security deposit and total bill submitted by the service provider at any time.
- 1.15. Any case of willful act of wrong assaying, malpractices, connivance with any of stakeholders in clearing a stock which is not worth doing so would invite debarment of services by the service providers. The individuals of the service providers involved would be liable for criminal proceedings under the law.
- 1.16. Services of empanelled service providers may be requested in any of the District of the Haryana State.
- 1.17. The data generated by the digital assaying process would be the property of HAFED.

- 1.18. The service provider would comply to all regulations of Government relating to the data storage / handling policy.
- 1.19. The Intellectual Property Rights of any new assessment models / methodologies / patterns / assaying techniques generated using the data obtained under this proposal would be shared between HAFED and the service providers on a mutual acceptable basis. Monetary earnings from such Intellectual Property Rights deployed in every instance outside the scope of this proposal would be shared between HAFED and the service providers On a mutual acceptable basis.
- 1.20. The period Of empanelment Of successful applicants will initially be for the period of three years and extendable on mutually agreed terms and conditions, on the discretion of HAFED.

4. Eligibility Conditions

- 4.1 The intending service provider shall be a Proprietorship firm or a Cooperative organization or a Partnership firm duly registered under the provisions of Indian Partnership Act of 1932 or a Company registered under the relevant provisions of Companies Act of 1956 or 2013. In case of Partnership Firm, the intending service provider shall submit a self-attested copy' of partnership deed along with authorization in favour of signatory of the bidder documents, while in case of a Company, the Intending service provider shall submit Certificate of Incorporation, Memorandum of Articles of Association and a Board Resolution in favour of authorized signatory, duly certified by a Company Secretary. In support of this, the service provider shall produce a certificate. in the performa prescribed at Annexure-A.
- 4.2 **The service provider should have 1.00 (One Crore) financial turnover from providing digital assaying services in the past Three Financial Years (i.e; 2018-2019 ,2019-20 and 2020-21). In support of these criteria, a certificate along with audited Balance Sheet in the performa prescribed at Annexure-B shall be submitted.**
- 4.3 The Service Provider should have positive net worth at least over Rs.10 core as on 31.03.2021.
- 4.4 Service provider should have required experience of 2 (Two) years in developing digital assaying technologies for assaying of agriculture commodities, like pulses, cereals, oil seeds, copra, sugar, millets etc. Adequate declaration/ demonstration / client or user endorsement of using digital assaying should be provided.
- 4.5 Service provider shall have satisfactory/dispute free performance for assaying of agricultural commodities, like pulses, cereals, oil seeds, copra, sugar, millets etc. and not black listed by any organization and no litigation pending against them. Service provider has to provide a self-declaration in this regard.

- 4.6 Service Provider has to mention the list of District of Haryana State in which they intend to work depending upon their infrastructure and manpower requirements in the District. The Service Provider should have adequate infrastructure and manpower (Technical & non-technical) in the intending District.
- 4.7 The Service provider shall not be under a declaration of ineligibility for corrupt or fraudulent practices as on date of submission of bid and also not blacklisted or under litigation by any State/Central/ UTs Government at the time of submission of application.
- 4.8 Startups may also apply for empanelment of service providers. Startups are relaxed for prior turnover and prior experience subject to meeting of quality and technical specifications. Startup has to deposit the security deposit as given in the EOI.

5. Submission of applications:

- 5.1 The technical application system shall be followed for this EOI In this system the applicant shall submit its offer through email: hafed.addlgmproc@gmail.com .
- 5.2 Application documents may be scanned in pdf format.
- 5.3 Applicant who has downloaded the EOI from the HAFED website shall not tamper/modify the EOI application form, in any manner. In case if the same is found to be tampered/modified in any manner, the application will be summarily rejected.
- 5.4 The EOI application shall be in English language. All correspondence and documents relating to the EOI exchanged between the applicant and HAFED shall also be in English language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the application but not in English language shall not be treated as part of the EOI application document. The responsibility for the correctness of the translations if any solely rests on the applicant and HAFED shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the document, the English translation shall prevail.
- 5.5 Applications that are received without documents for essential requirements will be summarily rejected.

6. Signing of EOI:

- 6.1 Each page of the Application Form must be signed by the authorized signatory of the bidder in token of acceptance of the terms and conditions of Empanelment. The authorized signatory shall possess Authority Letter for submission of EOI documents.
- 6.2 Person(s) signing the bids shall state in what legal capacity he/ they is /or are signing the bids. Joint bid applications will not be accepted.
- 6.3 In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.

- 6.4 In case of companies, the names of all the Directors/Managing Director shall be mentioned and a self-attested copy of the Board Resolution passed by the Company authorizing the person signing the Bid to do so on behalf of the Company shall be attached with the Bid along with self-attested copy of the Memorandum & Articles of Association of the Company, certificate of incorporation etc. Such resolution should in clear and unambiguous terms provide the details & identity of the Authorized person and attest his signature.

7. Documents Comprising the EOI:

- 7.1 The EOI Shall Comprise of all its Annexures, Appendices and all supporting documents and attachments. The application complete in all respect including all attachments, annexures and appendices as prescribed in this EOI Document shall be provided by the authorized signatory as stipulated in the EOI. The filled and signed Appendices are to be enclosed along with the application. The holiday listing policy of HAFED and integrity pact shall also be the part of the EOI documents, which shall be available on HAFED website.

Processing fees and EMD of EOI:

- 7.2 Interested applicant(s) shall require to pay non-refundable processing fee of Rs.2,360/- (Rs. Two Thousand Three Hundred Sixty Only) (inclusive of 18% GST) for participation in this EOI. Fee can be paid through DD/RTGS/NEFT in favour of HAFED as per bank account details given as under, payable at New Delhi.
- 7.3 Earnest Money Deposit: The EOI applications must be accompanied by an interest free Earnest Money Deposit (EMD) of Rs.10,000 (Rupees Ten Thousand Only) in the form of Demand Draft/Pay Order/NEFT/RTGS in favour of HAFED as per bank account details given above.
- 7.4 Applications received without Earnest Money Deposit and EOI fees shall not be entertained. No interest shall be payable by HAFED on EMD. Any type of exemption is not allowed.

8. Award of Work:

- 8.1 On verification of documents submitted by the interested parties, HAFED will finalize the list of successful parties for empanelment.
- 8.2 Intimation regarding selection of party and validity of empanelment will be sent by HAFED on the business address of the party.
- 8.3 Successful parties will be informed regarding empanelment.
- 8.4 HAFED reserves the right to nominate one or more service providers amongst the empanelled service providers, for any specific task/work/assignment in any of district at such rates as deemed appropriate.
- 8.5 The existing empanelled service providers with HAFED having sufficient period of the agreement left, would continue to operate according to the terms of empanelment they were selected except for the requirement of Security Deposit during the invites the quotations.

9. Disqualssification conditions:

- 9.1 Service Provider who has been blacklisted or otherwise debarred by HAFED or Central/State Govt. or any Central PSU/ State PSU Statutory Corporations, will be ineligible to submit their application during the period of such blacklisting/debarment.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 Service provider who is blacklisted by the GST authorities will be ineligible to participate in the Empanelment during the period of such black listing.

10. EMD and Security Deposits during the inviting the quotations from empanelled Service Providers:

- 10.1 HAFED Head Office would invite quotations from all its empanelled Service providers as and when there is need for services of surveyors. All interested empanelled Service providers will furnish their quotation alongwith interest free EMD of Rs.2,00,000/-. The lowest quotation from empanelled Service provider would be awarded the work. The EMD of Rs.2,00,000/- would be refunded to unsuccessful Service provider within 30 days from the date of finalization of appointment of Service provider without any interest.
- 10.2 The successful Service Provider will have to furnish Bank Guarantee of Rs.25,00,000/- (Twenty Five lakh) as Security Deposit within 15 days from the date of award of work order in the form of an irrevocable and unconditional Bank Guarantee issued by Bank. Security deposit shall remain valid and enforceable upto six months after the expiry of the contract period and shall not carry any interest. After submission of Bank Guarantee, the EMD of Rs.2,00,000/- would be refunded to successful Service provider without interest within 30 days from the date of submission of Bank Guarantee in HAFED Office.
- 10.3 If the Service Provider fails or neglects to observe or perform any of his obligations under the agreement/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 in the form of Bank Guarantee 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.

- 10.4 Save as aforesaid, if the Service Provider duly performs and completes the contract in all respects and presents "NO DEMAND CERTIFICATE" issued by the 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.
- 10.5 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, the Service Provider shall pay to the HAFED on demand the remaining balance of the aforesaid sum claimed.
- 10.6 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.

11. Subletting the assignment:

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

12. Completeness of the contract:

- 12.1 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.

13. Termination:

- 13.1 There would be a regular review of the performance of Service providers in the panel.
- 13.2 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.

- 13.3 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 unworkman 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.
- 13.4 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 Other circumstances, in which event no fee, costs, expenses, damages etc. shall be payable.
- 13.5 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.
- 13.6 In case the performance of the service provider is not found to be satisfactory during the currency of the agreement, HAFED can prematurely terminate the agreement after giving one month notice.

14. Indemnity:

- 14.1 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.

15. Confidentiality

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

16. Execution of Agreement:

- 16.1 Separate agreements for award of work shall be executed between HAFED and the empanelled service provider on Non-Judicial Stamp Paper of Rs. 100/-, to be provided by the service provider on award of work. The terms and conditions enumerated in the tender shall form the part of the agreement.

17. Force majeure:

- 17.1 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.

18. Notices:

- 18.1 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.

19. Applicable Law Jurisdiction and Dispute Resolution:

- 19.1 The EOI document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only Courts at Panchkula and the High Court at Chandigarh shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- 19.2 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/Chandigarh, India and language of arbitration shall be English.
- 19.3 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.

20. Information to the Applicant(s) :

- 20.1 HAFED reserves the right to accept or reject any / all EOI applications without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc., if any, shall be posted on HAFED website www.hafed.gov.in only, by way Of corrigendum.
- 20.2 All Applicants are responsible for all costs incurred by them when evaluating and responding to this EOI and any negotiation costs incurred by the recipient thereafter.
- 20.3 HAFED reserves the right to modify, suspend, change or supplements this EOI at any Stage of the process. Any change to the EOI will be notified through the above mentioned HAFED website. This EOI Information document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all inclusive or contain all the information about the Project in relation to which it is being issued. Mere submission of applications under this EOI does not ensure selection of the Applicant as Successful Applicant.
- 20.4 The applications should be complete in all respects. Incomplete and unsigned applications not in prescribed format and/or without documents will summarily be rejected without assigning any reason.
- 20.5 After scrutiny of Technical documents in accordance with the terms & conditions of this EOI, HAFED shall shortlist the eligible- participators fulfilling eligibility criteria and inform them accordingly.
- 20.6 In case of differences arising in the terms and conditions of the EOI documents with the firm(s), the decision of HAFED shall final and binding upon all.
- 20.7 Applications which are vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be rejected.
- 20.8 The applicant should sign on each page of the EOI documents.
- 20.9 HAFED reserves the rights to call any additional information/documents from applicant(s) and same shall be submitted by the applicant to HAFED within given time period.

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Annexure A

S. No.	Particulars	Details
1	Name of Organization	
2	Type of firm	(Private Limited/ Public Limited/ Cooperative/ Proprietorship)
3	Registered office address	
4	Contact Details	
5	Website	
6	Name of Authorized Signatory	
7	Designation	
8	Email Id	
9	Mobile number	
10	Date of incorporation	
11	Positive Net Worth as on 31.03.2021	
12	Relevant experience as per Annexure B	
13	Self declaration of Core project team as per Annexure c	
14	Any other details	

Annexure B

Certificate from Chartered Accountant/ Statutory Auditor regarding Net Worth

Certified that M/S _____ having its Registered Office at _____ has been having positive net worth of ----- as on 31st March 2021. Further, the company is engaged in offering services of quality Analysis, sampling and related activities w.r.t. assaying of agriculture commodities, like pulses, grains, Oil seeds etc.

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the HAFED. The certificate is true and correct to the best of my knowledge and belief.

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

Date:

Place:

Annexure C

Certificate Regarding Project Core Team

Certified that M/S _____ having its Registered Office at _____ is having following Project Core Team for

Name	Designation	Profile
	Operations Head	
	Operation Coordinators	
	Surveyors	
	Technology Head Technology Developers	

assaying of agricultural commodities On roll as on (dd/mm/yyyy) as specified in table below:-

This certificate is issued to the best of my knowledge and belief.

Signature:	
Name of the person signing:	
Designation:	

Date:

Place:

Annexure D

Broad Technical Specifications

1. Chemical Assaying using Near Infra Red Technologies
 - a. Weight : Upto 10 KGs
 - b. Operating Temperature : 0-45 degree Celcius
 - c. Spectrometer : Near Infra Red (Wavelength Range 900-1700 nm), Reflective
 - d. Detector : In Gas Detector
 - e. Optimal Bandwidth : 1 nm
 - f. Connectivity : Bluetooth or Wifi enabled with cloud connectivity enabled into the equipment

2. Physical Assaying using Computer Vision Equipments
 - a. Weight : Upto 10 KGs
 - b. Operating Temperature : 0-45 degree Celcius
 - c. Grain Coverage : upto 360 Degrees
 - d. Connectivity : Bluetooth or Wifi enabled with cloud connectivity enabled into the equipment
 - e. Sensitivity : upto 95% kernel separation
 - f. Sample Analysis : Greater than 60000 sq-mm