

Request for Proposal (RFP)

For

IMPLEMENTATION OF RICE MILLS MANAGEMENT

&

RICE EXPORT MANAGEMENT SOLUTION

By:



**THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING
FEDERATION LIMITED**

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DEFINITIONS & ABBREVIATIONS

Definitions:

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

- i. “Contract/ Agreement / Contract Agreement” means the Agreement to be signed between the successful bidder and, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- ii. “Authorized Representative / Competent Authority” shall mean any person authorized by either of the parties i.e. Bidder and HAFED.
- iii. “Bidder/ Agency/ Service Provider/ System Partner/ Software Bidder/ IT System Partner/ Implementation Partner (IP)” means any firm offering the solution(s), service(s) and /or materials as required in the RFP. The words Bidder/ Agency/ Service Provider/ System Partner/ Bidder/ IT System Partner/ Implementation Partner (IP) when used in the pre award period shall be synonymous with parties bidding for this RFP, and when used after award of the Contract shall mean the successful party with whom HAFED signs the agreement for rendering of services for implementation of this project.
- iv. “Party” means HAFED or Bidder individually and “Parties” mean HAFED and Bidder, collectively.
- v. “Client” will mean HAFED.
- vi. “Proposal/ Bid” means the Technical and Commercial bids submitted for this project against this RFP.
- vii. “Request for Proposal (RFP)” means this document and its annexure and any other documents provided along with this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them. viii. “Requirements” shall mean and include schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
- viii. “Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- ix. “Law” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.

- x. “LoI” means Letter of Intent, which shall constitute the intention of HAFED to place the Purchase/Work Order with the successful bidder.
- xi. “Termination Notice” means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.

Abbreviations

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

Abbreviation	Full form / Description
BG	Bank Guarantee
RMMS	Rice Mills Management & Rice Export Management Solution
EMD	Earnest Money Deposit
GoH	Government of Haryana
GST	Goods and Services Tax
HAFED	Haryana State Co-operative Supply and Marketing Federation Limited
HQ	Head Quarters
INR	Indian National Rupees
IPR	Intellectual Property Right
IT	Information Technology
ISO	International Organisation for Standardisation
ITB	Instruction to Bidders
LoI	Letter of Intent
LD	Liquidated Damages
MIS	Management Information System
NIB	Notice Inviting Bid
O&M	Operation and Maintenance
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
RFP	Request For Proposal (referring to this document)

PMT	Project Management Team
PO	Purchase Order
PQ	Pre-Qualification
Project Site	Wherever applicable, means the designated place or places.
Services	Any subject matter of procurement other than goods or works and includes physical, warranty, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SP	System Provider
SRS	Software Requirement Specifications
State Government	Government of Haryana (GoH)
State Public Procurement Portal	https://etenders.hry.nic.in
TIN	Tax Identification Number
TOR	Terms of Reference (referring to this document)
TPA	Third Party Agency
UAT	User Acceptance Testing
WO	Work Order

FACT SHEET

Tender No.	HAFED/E-Tender/ 2023
Name of Organization	The Haryana State Cooperative Supply & Marketing Federation Limited (HAFED)
Tender Type	Open Tender
Contract Period	Three (3) years from the date of contract awarded and which can be further extended by a maximum period of 2 Year on mutual agreement between Service Provider and HAFED.
Earnest Money Deposit (EMD)	INR One Lakh Only (INR 1,00,000 only)
Document Fee	INR Five Thousand Only (INR 5000 only)
e-Service Fee	INR One Thousand Only (INR 1000 only)
Bid Validity	180 days from the last date of bid submission
Date of Publication	12.04.2023 at e-procurement portal site https://etenders.hry.nic.in and at Hafed Website : http://hafed.gov.in
Pre-Bid queries submission last date:	18.04.2023 till 17:00 Hours Note: Bidders who had sent their queries through e-mail will only be allowed to attend the pre-bid meeting.
Pre-bid Meeting Date & Venue:	20.04.2023 at 11:30 Hrs. through Face to Face or Virtual mode meeting, HAFED Corporate Office, Panchkula
Last date and time for Bid submission	28.04 at 11:00 Hrs. Proposals that are received late WILL NOT be considered in this procurement process
Mode of submission	Online bids (complete in all respect) must be uploaded on https://etenders.hry.nic.in
Opening of Technical Bids	28.04.2023 at 11:30 Hrs.
Opening of Financial Bids	Will be Informed Later
Number of Packets	Two Packets. Online bid submission as under: 1. Packet-1 Technical Bid (EMD /Eligibility & Technical Bid) 2. Packet-2 Financial Bids after Technical Evaluation
Address for Communication	HAFED Corporate Office, Sector-5, Panchkula

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1. Introduction about HAFED

HAFED is the largest apex cooperative federation of Haryana State, having annual turnover of approx. Rs. 17,000 crore. It came into existence on November 1st, 1966 along with the formation of Haryana as a separate State. Since then, it is playing a leading role in serving the farmers of Haryana as well as consumers in the business of Supply of Agri Inputs, Procurement of Food grains, Warehousing, Agro Processing, Marketing/ Exports.

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

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

The main business activities of Hafed are:

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

2. Purpose of RFP

The HAFED intends to issue this bid document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders or Bidders', to participate in the competitive bidding for Implementation and Maintenance of Rice Mills Management & Rice Export Management Solution in its Rice Mills. The HAFED, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfil the eligibility criteria mentioned in this RFP and are also in a position to comply with the technical requirement as mentioned in RFP. The participating Bidder must agree all our terms & conditions mentioned under this RFP.

3. Need for Automation of Rice Mills of HAFED

HAFED is striving to maintain a streamlined process in delivering electronic services to its clients, as they widen their scope of work. HAFED is facing challenges in tracking inventory, efficiently managing production & sales/ marketing and Export process. It is anticipated that the automation enables the HAFED to utilize the benefits of Rice quality, inventory management, maintenance schedule, asset tracking, reduced overall operational cost, export management and enable HAFED to attain improved efficiency, reliability and productivity in its Rice Mills.

Therefore, HAFED intends to implement a Rice Mills Management & Rice Export Management Solution (RMMS) in its Rice Mills, to achieve transparency and efficiency in milling functions. The aim of this project is to design, develop, implement and maintain the RMMS across Rice Mills.

The HAFED is inviting interested and qualified bidders to participate in this e-tender as per eligibility criteria and scope of work mentioned. This RFP is not an offer by the HAFED, but an invitation to receive responses from the Bidders. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by the duly authorized official(s) of the HAFED with the selected Bidder. The HAFED will enter into a mutually agreeable contract with the Successful Bidder. The RFP will be a part of the contract.

4. Scope of Work

4.1. Objectives of Rice Mills Management & Rice Export Management Solution (RMMS)

HAFED needs software **for automation of business operations of Rice Mills from receipt of paddy in Rice Mill for husking the rice and later prepared for selling it** to enhance responsiveness, improve the efficiency, profits so that it can be completely transformed into a network enabled and performance focused business enabled by technology.

That's why HAFED needs to implement Cloud based Rice Mills Management & Rice Export Management Solution in its Rice Mills which will help them in their day-to-day activities.

The objective of the RFP is to select Agency to develop and implement Cloud Rice Mills Management & Rice Export Management Solution in its Rice Mills and maintain for a period of

three (3) years, which may be further extended for two (2) years on mutual agreement. It has been considered that presently :

- i) The accounts of HAFED i.e. all divisions of Head office and all the concerned field offices are being maintained through Tally Accounts Software.
- ii) No application has been implemented for Inventory Management, Milling Management and Contracts Management in mills.
- iii) HAFED is venturing into Rice Export but there is no governing software for monitoring the functions & operations of rice Mills.
- iv) The existing Sales Management Software has become obsolete in terms of technology and also wider scope is to be covered in the proposed system.
- v) Most of the mills in district are using traditional technology and have installed locally fabricated plants. These machines also involve frequent and costly maintenance leading to increase production cost and lower capacity utilization.
- vi) To increase productivity and product quality as per the quality conscious importers/ customer's requirements, the Mills must be automated and operations / functions be digitised.
- vii) Most of the units have not standardized their product, processes, working systems as well as quality assurance system. This lead to the haphazard working, non-standardization and inefficiency.
- viii) Manpower/Human Resource: The Quality assurance & quality control mechanism can be achieved by computerized processing & monitoring.

4.2.Detailed Scope of Work

Broadly the following activities relating to Rice Mills Management & Rice Export Management Solution are carried out and is divided into 2 modules:

4.2.1. Stock management and Milling Processing

- i Stock Inward
 - a Gate-In
 - b Weighment-In
 - c Quality Check
 - d Stack In
 - e Weighment-Out
 - f Gate-Out
 - g Acknowledgment

- ii Milling & Processing
 - a Stock Readiness for milling
 - b Milling in Process
 - c Finished Product
- iii Stock-Outward
 - a Domestic Sale
 - b Rice Export
- iv Gunny/Packing material Management
 - a Gunny/Packing material Purchase
 - b Gunny/Packing material Consumption
- v Stock Reports:
 - a Variety/Commodity reports
 - b Contract Work Report
 - c Vendors Report
 - d Gunny/Bardana Report
 - e Partywise Gatein Register
 - f Partywise Gatein Summary
 - g Partywise Gatein Details
 - h Godwon wise Stock Detail

4.2.2. Book Keeping

- i. Manage Receivable and Payables
- ii. Manage Income and Expenditures
- iii. E-invoicing & GST filing
- iv. E-way bill
- v. Profit & Loss statement
- vi. Balance sheet
- vii. Bank and Cash Management
- viii. MIS Reporting and Dashboard

4.3. Functional requirements of RMMS

A. Stock management and Milling Processing

I. Stock Inward

- i) **Gate-In:** Entry of paddy to the Rice Mill happens when a truck loaded with paddy comes inside the Mill with a Gate Pass/ inward delivery challan containing details like Date of Receiving, Source of stock, Mandi, Variety/commodity, Packing, No. of Bags, Weight, Transporter, Aarthiya Name, Driver Name, Vehicle Number, Agency name, etc.
 - a For each such Entry, an Entry is made in the Gate-inward Register/List.

- ii) **Weighment:** Weigh man weighs the paddy (weighing can be done from outside) and makes a corresponding entry in the Weighment Register (Gross weight component) like enters the Weighment slip number, Weighment Date and Gross Weight on that basis. Store Keeper also checks the quality and enters the Moisture in the Stock Quality component as per norms.
 - a Field Inspector (Store) matches the Gate Pass against the Weighment slip.
- iii) **Quality Check:** System has the provision to check the moisture of the received stock.
 - a System has the provision to capture the moisture meter readings manually and automatically.
- iv) **Stack-In:** Paddy is stacked Variety wise, Quality wise, Bardana quality wise, Lot wise on the Godown and stack.
 - a System has the provision to generate stack card with barcode.
 - b For each stack, a stack number is generated. The stack number is affixed to the stack.
 - c Also an entry under receipt is made in the Godown Register and simultaneously Godown and stack is updated.
- v) **Acknowledgement:** System has the provision to generate acknowledgement of the received stock.

II. Milling and Processing

- i) **Stock Readiness for milling:** Stock ready for milling data is shown in the listing with various fields like Milling date, number of bags, weight, batch number & batch date and release Bardana/ gunny with various fields like variety commodity, bardana quality, no. of bags.
- ii) **Milling in Process:** Stock milling in process data is shown in the listing with various fields for product produced like product weight, percentage & product weight of produced items i.e. Rice Bran, Rice Husk etc.
- iii) **Finished Product:** Finished product data is shown batch wise and is moved to stacking which has various fields like godown name, Stack name, packing, variety, bardana quality and no. of bags, lose product items weight is also tracked.

III. Stock-Outward:

i) Domestic Sale

- **Sale Order:** System has the provision to generate a sale order and track the sale order execution.
- **Performa Invoice:** System has the provision to generate Performa invoice against sale order.
- **Tax Invoice:** System has the provision to generate the B2B and B2C tax invoices and it should also be integrated with the GST portal.
- **Stock Issuance:** System has complete issuance process. Below is the process mentioned in order to issue the stock:
 - Gate-In
 - Weighment
 - Stack Out
 - Weighment out

- Gate-out

ii) Rice Export

This software is intended to help ease the process of Rice export. The software aims at covering all the steps included in the export process of the rice.

- **Performa Invoice:** System has the provision to generate Performa invoice for International clients, system will send a link to the client for acceptance of the same. This can be done via WhatsApp or Email.
- **Purchase order for packing material:** System has the provision to generate a purchase order for packing material against the Performa invoice after the acceptance of the customer.
- **Commercial Invoice:** System has the provision to generate the commercial invoice along with GST compliance against the purchase order.
- **Dispatch Report:** System has the provision to generate a dispatch report prepared by quality manager.
- **Arrival and courier report:** System has the provision to punch the details of arrival and courier and also the provision of generating reports of the same. System also has the provision to send the documents of invoice, packing list and dispatch to the CHA.
- **Action taken by CHA:** System has the provision to login the CHA
 - i. System has the provision to receive the documents sent by rice millers and the rice millers can also view the status of the same.
 - ii. CHA is able to raise the shipping bill and send it to the rice miller for confirmation.
 - iii. System has the provision to provide the Certificate of origin after receiving the material at the port.
 - iv. System has the provision to generate shipping line container confirmation by CHA.
 - v. System has the provision to upload Photo sanitary certificate from ministry of agriculture after inspection report at the port.
 - vi. System has the provision to attach the Fumigation certificate with the type of fumigation.
 - vii. System has the Provision to prepare the bill of landing after material is loaded in container.
 - viii. System has the provision to upload lab test report/ Pesticide report.
 - ix. System has the provision of arranging the airway bill.

IV. Gunny/Packing material Management

- i. **Gunny/Packing material Purchase:** System should have the capability to manage the packing material via indent or without Indent.
 - System must have the provision to receive the proper packing material.
 - For each such Entry, an Entry is made in the Gate-inward gunny Register/ List.

- ii. **Gunny/ Packing material Consumption:** System should have the capability to auto- manage of packing/gunny stock on delivery order of stock or milling process.

B. Book Keeping

- i. Journal module is creating journal voucher, Receipt, Payment and contra voucher entry for posting journal entries in the ledger of book keeping.
- ii. Purchase bill: Enter the purchase bill, division and location wise with the various fields like purchase type, bill type, invoice number, invoice date, posting date, due date, account party, party address, party bank account number with expense and item details.
- iii. TDS: TDS amount is shown in the purchase bill with the various fields like tax type, TDS payable account, TDS section, GST type, TDS taxable amount and TDS rate.
- iv. Payments made to the labour, transporter/ contractor job against invoice/ bills.
- v. Payments to the private parties for hiring of Godowns/ plinths.
- vi. Sale Bill: Enter the sale bill, division, location & billing address with the various fields like sale invoice type, payment mode, party name, bill address, invoice category, invoice number (Auto generate), invoice date, amount, currency, item of delivery, posting period, account party, party address, with expense and item details, etc.
- vii. TCS: TCS amount is shown in the purchase bill with the various fields like tax type, Ledger, TCS section, TCS taxable amount and TCS rate with narration and terms and conditions.

The software should facilitate generation of MIS for sharing of daily stock position, sales and other as per requirements of HAFED. Dashboards for MD and Management should give an instant bird's eye view of company performance, visual insights into various operations and progress.

Reporting:

- TDS reports
- Daybook
- Ledger Report
- Trial Balance
- GST Report
- Balance Sheet
- Profit & Loss

The above scope is description of macro level activities, however, all the activities pertaining to the Rice Mill end-to-end processes shall be part of the scope and it will also cover integration with the other software solutions like Financial Accounting, Paddy Procurement etc.

4.4. Technical Architecture

- i The architecture should conform to the standard '3-Tier architecture' (Web -> App->DB)
- ii The envisaged RMMS will have asynchronous replication at a remote DR site. In case of disaster, the RMMS should be accessible from the DR site.

4.5. Training for Users

- i It is the bidder's responsibility to create customer education materials and able to provide on call training to RMMS users.
- ii The bidder should use multiple channels such as videos/PDF/PPTs etc. for functional and technical training materials for all the users of RMMS.
- iii The bidder is expected to maintain, edit and update all training content in sync with changes made in the RMMS solution throughout the contract period.
- iv The bidder is responsible to provide 2 days training session at Rice Mill and two online trainings.

4.6. Security Requirements

- i The solution should follow the industry best practices for IT security for similar systems. These best practices should be in-line with the IT practices followed at the HAFED.
- ii The Proposed system may undergo Vulnerability Assessment, Penetration Testing and other Security and risk assessment before Go Live. Bidders may facilitate code testing of the solution from security and process perspective. If there any major gaps in the assessment, it the responsibility of the Bidder to fix those the gaps before Go Live.

4.7. Implementation

- i The rollout shall consist of implementing the proposed RMMS, including the customizations and other solutions covered within the scope of the project. It also includes relevant training to all users of the proposed RMMS, and submission of manuals.

- ii The bidder will also setup the RMMS solution at the DR site and perform relevant testing to ensure consistency in performance.

5. Pre-Qualification / Eligibility Criteria

A bidder participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria.

S.No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be an IT/ITES company registered under Indian Companies Act, 1956/ 2013; OR Any other Act of State/ Union, as applicable for dealing in the subject matter of procurement; (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	<ul style="list-style-type: none"> - Copy of valid Registration Certificates - Copy of Certificates of incorporation
2.	Presence in the Haryana/ Chd. / Mohali.	Bidder should have its office in Haryana/ Chandigarh/ Mohali	- Self Certificates
3.	Financial: Net Worth	Bidder should have a positive net worth during the financial year 2021-2022.	CA Certificate with CA's Registration Number/ Seal
4.	Certification	Bidder should have a valid ISO 9001 or ISO 27001 active certification.	Certified copy of valid Certificate
5.	Tax registration	The bidder should have a registered number of i.) Income Tax / PAN number ii.) GST	Copy of PAN Card Copy of valid GST certificate
6.	Mandatory Undertaking	Bidder hasn't been blacklisted by any Central/ State Government institution for last 3 years.	Declaration, blacklisted. format provided on Annexure-8

6. Annual Technical Support/Annual Maintenance Services

The selected bidder, when awarded the work order shall:

6.1. Annual Technical Support

The bidder shall provide Annual Technical Support, and maintain the entire solution provided to the department. The bidder shall provide the following:

Selected bidder shall provide a single-point-of-contact for software support limited to problem tracking, problem source identification, problem resolution and fix along with management reporting.

The bidder shall also provide training/re-training to new users, if added during the course of one year.

6.2. Operation and Maintenance

The bidder will be required to operate and maintain the complete end to end IT Solution (that includes software application, mobile application, and dashboard/MIS reports) for the entire duration of license usage.

Initially the license should be purchased for three years period, which can be further extended to two more years on mutual agreement.

7. Project Deliverables, Milestones and Time Schedule

The selected bidder is expected to carry out all work as specified above, under scope of work. The selected bidder is expected to carry out all ground work for implementation including documentation, coordination with other stakeholders of the project, site survey, etc. These reports or deliverables are to be submitted timely by selected bidder to HAFED to ensure timely and smooth execution of the project. Certain key deliverables are identified for each of the parts/stages, which are mentioned hereunder.

Sr. No.	Project Milestone	Duration	Deliverables	Payment
1.	Signing of Agreement	T	Agreement Copy	-
2.	Deployment of RMMS	T+2 weeks	Hosting Certificate and Login Credentials of Stakeholders	30% of Onetime cost
3.	Gap Analysis and Submission of Gap Analysis report	T+4 weeks	Gap Analysis Document and Product Prototypes	20% of One-time cost
4.	Approval of Gap analysis report	T+5 weeks	Approval by HAFED	-
5.	Customisation, testing & deployment	T+12 weeks	Unit Test Reports	10% of One-time cost
6.	UAT	T+14 weeks	Final Product Demonstration	30% of One-time cost
7.	Training & Go-Live	T+15 weeks	UAT Certificate	10% of One-time cost
8.	Yearly license fee		License Activation Key	25% quarterly
9.	PMU – Man-Month Charges		Attendance Sheet along with Monthly Deliverables	Monthly

The Service Provider shall complete the customisation and implementation of the RMMS as well as achieve “Go-Live” within a timeframe of 15 (Fifteen) weeks (“Delivery Period”) from the date of signing of Agreement. The Service Provider is expected to follow the following time schedule:

8. Roles and Responsibilities

8.1. Role & Responsibilities of Bidder

The roles and responsibilities of Bidder would include:

- Develop Administration Manual along with Backup and Restoration procedures.
- Performing Maintenance & support functions in conformity with the policies and guidelines of the State's IT infrastructure w.r.t. application (including periodic backups), and imparting training to the users
- Hosting application on Cloud Server and make assessment of requirements of machines.
- Nominate a senior person in the capacity of a Project manager, who will serve as the single point of contact for the department and shall attend all meetings related to the project
- Finalize the detailed requirements and suggest any improvements to the processes as a result of computerization.
- Deliver the project deliverable on time.
- Notify the client regarding any queries/challenges as soon as they occur for timely resolution.
- Conduct Trainings & Rollout activities as per schedule.

8.2. Role & Responsibilities of HAFED

- The HAFED will appoint a single point of contact (SPOC) for all communications/approvals.
- On-time availability of authenticated data, forms/procedures (if any).
- On-time approval of GAP Analysis/SRS/FRS.
- Availability of the team for User Acceptance Testing (UAT).
- Availability of master data within 15 days from the date of deployment to the Bidder.

9. Bidding Process

Bidders are advised to study the Tender Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of Tender document (including corrigendum, if any) all instructions, eligibility norms, terms and requirement specifications with full understanding of its implications. Bids not complying with all the given clauses in this tender document or failure to furnish all information required or submission of a bid not substantially responsive in every respect will be at bidder's risk and may result in the rejection.

- i All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. No request will be considered for price revision during the project (contract) period. If necessary, HAFED will seek extension in the bid validity

period beyond 180 days. The request and the response thereto shall be made in writing. The bid security provided shall also be suitably extended. The agencies, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD. A Bidder granting the request will not be permitted to modify its bid.

- ii The Technical Bid and Financial Bid shall be uploaded respectively as packet 1 and 2 of the INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM given in the tender document.
- iii Bidder should submit the bid following the checklist given at “**Annexure 1**”

9.1. Availability of Tender

- a. The tender document is available at e-procurement site <https://etenders.hry.nic.in>
- b. Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the above-mentioned website.
- c. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.
- d. Online bidding can be done through e-Procurement System at e-procurement site <https://etenders.hry.nic.in>

9.2. Pre-bid Meeting

- a. HAFED shall hold a pre bid meeting with the prospective bidders as per the schedule provided in Section- FACT SHEET. Queries received from the bidders regarding bidding conditions, bidding process, item specifications, evaluation criteria, etc., in writing, or over email (preferably in an excel file), up till two days prior to the pre bid meeting, shall be addressed. The queries can be sent to HAFED through email at hafed@hry.nic.in
- b. Only those pre-bid queries which are received in the following prescribed format shall be entertained:

Company name		M/s.		
S.No.	Relevant Section / Annexure of RFP	RFP Page No.	Relevant Content from RFP	Bidder's Query / Comment

- c. HAFED is not bound to clarify any query received after the day as described above. HAFED will review every query and on due consideration will issue corrigendum (if require). However, HAFED does not undertake to answer each individual query(ies). Bidders shall not assume that their unanswered queries have been accepted by HAFED.
- d. The Pre-Bid meeting shall be organized through Offline (Face to face Pre bid Meeting) mode. All interested prospective bidders (one authorized representative) may participate in the pre-bid meeting.

9.3. Amendment of Tender Documents

- a. At any time prior to the last date for receipt of bids, HAFED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents through an amendment/corrigendum. The amendment will be notified through Procurement portal, which will be binding on all prospective bidders to consider the amendment and accordingly submit their proposal/ quotation.
- b. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, HAFED may, at its discretion, extend the last date for the receipt of bids.
- c. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid.

9.4. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and HAFED, shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

9.5.Bidding Cost

The Bidder shall bear all costs associated with the preparation/submission of the Bid. HAFED will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9.6.Earnest money deposit

The tender document and the **EMD of Rs. 1, 00,000/-** must be remitted on or before XXXX upto 10:00 AM. The date of bid submission is from XXXXX at 3:00 PM to XXXXXX upto 10:30 AM through e-Tender portal as mentioned above. All the bidders are required to get registered on the e-tendering portal and obtain a Digital Signature from NIC Office. The bidder who wish to attend the opening of bid, can be present on the given date and time at HAFED office. The technical bid will be opened in Hafed Corporate office, Sector-5, Panchkula. Hafed reserves the right to reject any/all tenders without assigning any reason whatsoever.

10. Bid Submission

- i Bidder shall adhere to the timelines as mentioned in the Section: FACT SHEET. No bids shall be accepted post the deadline as mentioned in this schedule.
- ii Bids submitted in Online will be only considered for the tender opening process and further evaluation.
- iii Incomplete bids will be rejected straight away and will not be considered.

10.1. Online bid submission

Online bids (complete in all respect) must be uploaded on <https://etenders.hry.nic.in> latest by the time & date mentioned in the **Section FACT SHEET**.

The Online bids should be submitted as under with mentioned two packets online :

Packet Number	Documents to be uploaded	Packet File Format
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Packet-1 (Technical Bid)	<ol style="list-style-type: none"> 1. Scanned copy of Covering Letter in Company Letter Head as per Annexure-2: COVERING LETTER FOR BID duly sealed & signed (PDF) 2. Scanned copy of Original Power of Attorney letter in a Non-Judicial Stamp Paper of at-least Rs.100/- or Board Resolution in Letter Head in original in case of Registered Limited Companies Or Original Authorization in Letter Head in case of Partnership Firm 3. Scanned copy of Bidder's Profile as per Annexure-3: Bidder's profile duly filled in, signed and stamped along with all supporting documents. 4. Scan copy of duly filled signed and stamped Eligibility Compliance Sheets as per Annexure-4: and all the supporting/mandated documents and Annexure required for eligibility criteria. <p><i>Note: The PDF file not containing the above documents or containing the financial bid in the explicit/implicit form will lead to rejection of the bid.</i></p>	PDF
Packet -2 (Financial Bid)	Financial Bids to be uploaded as: - <ol style="list-style-type: none"> 1. Financial Bid as per "Annexure-9: FINANCIAL BID" 	XLS
	<i>All the bids documents duly signed by the authorized signatory of the company and stamped with company seal.</i>	

I. Instructions for Packet-1

- a. All the bids documents duly signed by the authorized signatory of the company and stamped with company seal
- b. It shall be the sole responsibility of the bidder to check (and double-check) the page number referencing made for supporting documents in the check-list indicated under Eligibility Compliance sheet and Technical Compliance Sheet. No relevant information/document should be left, whether listed above or not
- c. Bidder must provide all documents mandated for bidder's profile, prequalification criteria and for Technical evaluation criteria.
- d. All pages of the bid being submitted must be sequentially numbered by the bidder
- e. Relevant referencing shall be done by the bidder, clearly indicating all page numbers where supporting documents are provided.

- f. The document should have a Table of Contents indicating page no. where supporting document are placed. All pages in the bid document should be sequentially numbered, stamped and signed by the authorized signatory.

II. Instructions for Packet-2

- a. The Bidder must upload the BoQ as per the format provided on Procurement portal. The bidder must adhere to terms and conditions and fill in the required details as required in BoQ.
- b. The bidder must strictly follow the prescribed format as mentioned in the detailed Financial Bids.
- c. Any other itemized financial details mentioned in the Financial Bid may lead to rejection of the bid.
- d. All the bids documents should be duly signed by the authorized signatory of the company and stamped with company seal.

10.2. General Instructions for Bid Submission

- i. HAFED will not be responsible for any delay on the part of the Bidder in submission of the bid.
- ii. The bids submitted by Fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. Conditional Bids shall not be accepted on any ground and shall be rejected straightway. (A bid is conditional when bidder submits its bid with his own conditions & stipulations extraneous to the terms and conditions specified in this tender) If any clarification is required, the same should be obtained before submission of the bids i.e. during pre-bid meeting.
- iv. No bids will be accepted after the expiry of the deadline as stated in the Fact Sheet.
- v. In case, the day of bid submission is declared Holiday by Sate Govt. / HAFED, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- vi. All pages of the bid being submitted must be signed by the authorized signatory, stamped and sequentially numbered by the bidder irrespective of the nature of content of the documents. Un-signed & un-stamped bid may be summarily rejected.
- vii. At any time prior to the last date for receipt of bids, HAFED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by publishing an amendment/corrigendum. The

amendment will be notified on Haryana eProcurement portal <https://etenders.hry.nic.in> and should be taken into consideration by the prospective agencies while preparing their bids. It is the responsibility of the bidder to check website for any such notice/changes and submit its bid accordingly.

- viii. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, HAFED may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender. Withdrawal of a bid during this interval may result in execution of Bid Securing Declaration.
- ix. Printed terms and conditions of the Bidders will not be considered as forming part of their bid. In case any terms and conditions of the tender document is/are not acceptable to the bidder or submitted any deviation, the bid shall be rejected summarily.
- x. Bids not submitted as per the specified format and nomenclature may be rejected.
- xi. Ambiguous/Incomplete/Illegible bids may be out rightly rejected. Not quoted bids shall be considered as non-responsive and shall be rejected.
- xii. Any alteration/ overwriting/ cutting in the bid should be duly countersigned else it will be out rightly rejected.
- xiii. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the Bidder's risk and may result in the rejection of the bid.
- xiv. Tender process will be over after the issuance of letter of Intent to the selected agency.
- xiv. For additional instructions, refer to the Section Bid Evaluation, Technical Evaluation and Financial Bid Evaluation, etc.

10.3. Bid Opening

- i. HAFED shall convene a bid opening session as given in the FACT SHEET, where one representative from the agencies, who have successfully uploaded the bid, can participate.
- ii. HAFED will download the Packet-I from e-tender portal at first. Agencies' representatives can remain present during the bids download process.
- iii. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC).
- iv. Financial bids of only those bidders whose bids are found qualified by the Evaluation Committee as per both Pre-Qualification & Technical criteria will be opened in the presence of the bidder's representatives subsequently for further evaluation.
- v. Financial bids, original and revised, if any, of only the technically qualified agencies, shall be opened on a notified date and time, in the presence (physical/ Video Conference) of agency's representatives, who chose to remain present.
- vi. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

10.4. Clarifications On Bids

- i. During the bid evaluation, HAFED may, at its discretion, ask the Bidder for any clarification(s) of its bid.
- ii. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
- iii. Clarifications shall be obtained for following scenarios:
 - a) For pre-historic information like bidders' credentials, etc.
 - b) Non-readable documents

10.5. Bid Validity

- i. All the bids must be valid for a period of 180 days from the date of bid opening.

If necessary, HAFED shall seek extension in the bid validity (as required) validity period. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.

11. Bid Evaluation

- i. The two stage selection procedure shall be adopted that will proceed as follows:
- ii. The first stage proposal will consist of technical bid and the second stage will be financial bid. The financial bids shall be opened only for successful technically qualified bidders based on the evaluation of technical bid. A decision as to whether or not a bidder will be qualified will be based on the bidder's experience, financial standings, technical & general capabilities as demonstrated by the bidder in response to the requirements of the RFP document, as evaluated by Technical/Financial evaluation committee duly constituted by HAFED.
- iii. The evaluation of proposal shall be done on Quality cum Cost Based Selection (QCBS) method with 70% weightage to Technical Evaluation Score and 30% to Financial Evaluation Score.
- iv. When deemed necessary, HAFED may seek clarifications on any aspect of the bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, HAFED reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder. This would also not mean that their bid has been accepted.
- v. **Completeness of Bids:** HAFED will examine the bids to determine whether they are complete, whether they meet all the conditions of the contract and technical specifications and whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- vi. **Rectification of Errors:** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid will be rejected, and its bid security may be forfeited.
- vii. **Rejection of Bid:** If a bid is not responsive and not fulfilling all the conditions it will be rejected by HAFED and may not subsequently be made responsive by the bidder by

correction of the non-conformity. In case any of the bid documents is found corrupt or not in proper format as per tender document, the bid shall be rejected.

- viii. Any effort by a bidder to influence HAFED's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and execution of Bid Securing Declaration. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee / its authorized representative and office of HAFED can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.
- ix. HAFED reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders, of any obligation to inform the affected bidder of the grounds for HAFED's action and without assigning any reasons.
- x. Printed terms and conditions of the Bidders will not be considered as forming part of their bid. In case any terms and conditions of the tender document are not acceptable to the bidder, the bid shall be summarily rejected.

11.1. Technical Evaluation

- i. A duly constituted Technical Evaluation Committee (TEC) will first evaluate bidders on the basis of Annexure-4: Eligibility Compliance Sheet of this tender.
- ii. The TEC will examine the eligibility documents of the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria shall be rejected. The technical evaluation of bidders' proposals shall be based on
- Technical Proposal Document
 - Technical Presentation and Demonstration regarding Approach and Methodology and Understanding of the requirements.
- iii. Only bidders who satisfy all the conditions of the eligibility criteria completely will be considered for presentation.
- iv. If required by the TEC, the bidders shall also assist the TEC in getting relevant information from the bidders' references. Agencies failing to adhere to the specified time limit will not be considered for further evaluation.

- v. The TEC may decide to visit the premises of the bidder to verify the information submitted by them. For this the bidder shall extend all cooperation, shall present the documents desired by the TEC at the premises and adhere to the time targets set by the TEC. HAFED will bear all expenditure of the TEC visits.
- vi. Financial bids of only the technically qualified bidders will be opened.
- vii. Bidders shall also be required to give demonstration to HAFED as per the indicative requirements defined in this RFP.
- viii. The “Technical Score” shall be calculated out of 100 marks and shall be evaluated on the parameters listed in the table below:

Sl. No.	Evaluation Criteria	Sub-Section Marks	Section Marks
1.	Work Experience		30
	Whether the solution is already implemented in rice mills and working successfully (10 marks for each implementation)		
2.	Quality of proposed solution		45
	Live demonstration of product and its Technical capabilities. a) Mapping of the proposed solution with requirements b) Approach & Methodology for Implementation c) Value addition of over and above mentioned scope	15 15 15	
3.	Technical Expertson Company roll with Domain Expertise		15
	Technical Person support team with Domain Expertise. Each of the following profiles suggested by the bidder will be evaluated: Domain Expert The person having knowledge of paddy procurement and milling and packaging process. Financial Expert A person having knowledge of accounting & financial package/on roll CA Project Coordinator The person having experience of implementing the Financial & procurement package	5 5 5	
4.	Valid ISO Certification ISO 9001:2015 certification or higher		10
	Total		100

13.1.1. Technical Demonstration & Presentation: The bidders will be required to give a Presentation demonstrating capabilities against the parameters highlighted in Approach & Methodology to HAFED at a date, time and venue decided by HAFED.

13.1.2. The marks secured based on evaluation of the Technical Proposal as outlined above shall be the technical score of the Bidder (“**Technical Score**”). Only those Bidders who have secured minimum Technical Score of 70 or more (“**Threshold Score**”) shall be considered for opening and evaluation of their Financial Bids.

11.2. Financial Evaluation

- i. On a designated day and time, the Financial Bids of only those Bidders who satisfy all conditions of the eligibility criteria and who have secured minimum Technical Score of 70 ‘or’ more will be opened electronically in the presence of the representatives (who wish to attend) of the technically qualified bidding companies.

Formula to determine the scores for the Financial Bids shall be as follows.

$$FS = (FL/F) \times 100$$

Where, FS is the Financial Score of price submitted under consideration. FL is the total value of the lowest Commercial Bid under consideration.

F is the total price quoted by bidder in the bid under consideration.

The Technical Score shall be given 70% weightage in total score and Financial Score, as calculated above, shall be given 30% weightage in total score as described below:

The Total score of the Bidder will be determined as under:

$$\text{Total Score} = (T) = (0.7 \times TS) + (0.3 \times FS)$$

- ii. The bid of the bidder, who obtains the highest T value, will be rated as the Most Responsive Bid. In the event of the same T score of bidders, the bid with the highest technical score (TS) will be rated as the most responsive bid. Beyond that, Bid Evaluation Committee will decide the matter in its full discretion.
- iii. The contract period will be initially of 3 years with an option of extending it to further 2 years on mutual agreement between selected bidder and HAFED. HAFED would want the bidder to provide financial quotation for 3 years license. If mutually agreed, HAFED will extend the contract for next 2 years on mutual agreed price.

- iv. Quoting incredibly low value or Zero (0) value of items with a view to subverting the tender process shall be rejected straight away and execution of Bid Securing Declaration of such bidders.
- v. If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.
- vi. A Financial Evaluation Committee (FEC) would scrutinize the commercial bids. Bids found lacking in strict compliance to the commercial bid format shall be rejected straightaway.
- vii. If there is only one bid, HAFED reserves the right to process the single bid or take recourse to the process of re-tendering.
- viii. Arithmetical error will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price with quantity/weightage, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and Bid Securing Declaration will be executed. If there is a discrepancy between words and figures, the amount in words will prevail.
- ix. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder.
- x. However, the Committee/its authorized representative and office of HAFED can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

12. Award of the Contract

12.1. Signing Of Contract

- i. Before the expiry of the period of validity of the proposal, HAFED shall notify the successful bidder in writing, that its bid has been accepted. The successful bidder shall acknowledge in writing receipt of the notification of award.
- ii. Upon the successful bidder's furnishing his acknowledgement, HAFED shall promptly request the bidders to provide performance bank guarantee. On receipt of the security deposit from the successfully bidders, HAFED shall prepare the contract agreement and discharge the bid security. The successful bidder shall also sign a Non-Disclosure Agreement (NDA).
- iii. The incidental expenses for execution of agreement / contract shall be borne by the successful bidder.

- iv. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the selected bidder will entail termination of the contract without prejudice to the rights of the HAFED. In addition, HAFED shall be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.
- v. Project duration will be initially for a period of three years, extendable for next two years on mutual agreement between HAFED and selected bidder.
- vi. **Escalation Matrix for Problem solving:** The Service Provider should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted. The Service Provider should also provide website URL for such purpose.
- vii. On written communication from HAFED for having selected, the bidder shall sign the contract/ agreement within 7 days of such communication.
- viii. Selected bidder must honour all tender conditions and adherence to all aspect of fair trade practices in executing the purchase orders placed by HAFED on behalf of its clients. Failing this, HAFED may execute of EMD / Bid Security and stop further participation of such agency for three years in HAFED tendering process.
- ix. In the event, the selected bidder company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with HAFED, should be passed on for compliance by the new company in the negotiation for their transfer.
- x. During the project duration, HAFED may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- xi. The agency should not assign or sublet the work or any part of it to any other agency in any form. Any such attempt shall result in termination of services and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders)
- xii. HAFED may, at any time, terminate the services by giving written notice to the Service Provider without any compensation, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HAFED.
- xiii. Reasons for rejecting a tender/bid will be disclosed to a bidder only where enquiries are made.

12.2. Performance Bank Guarantee

- i. The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to 3% (Three Percent) of the Work Order/Purchase Order value. **The format is given at“Annexure - 5”.**
- ii. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of HAFED, Panchkula.
- iii. The PBG should remain valid for a period of 90 (Ninety) days beyond the date of completion of all contractual obligations of the supplier
- iv. The Performance Bank Guarantee must be submitted within 15 days from the receipt of demand from HAFED after releasing the Purchase Order.
- v. The successful service provider has to renew the Performance Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.
- vi. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- vii. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- viii. HAFED will have the right to forfeit the PBG without assigning any reasons if the selected agency defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the project will be cancelled.
- ix. In the event wherein a PO is released by HAFED for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the PO.

12.3.Information Security

- a. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by HAFED, out of premises without prior written permission from HAFED.
- b. Service Provider acknowledges that HAFED’s business data and other HAFED proprietary information or materials, whether developed by HAFED or being used by HAFED pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to HAFED; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the

unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information.

- c. Service Provider recognizes that the goodwill of HAFED depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage HAFED and that by reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.
- d. Service Provider shall, upon termination of this agreement for any reason, or upon demand by HAFED, whichever is earliest, return any and all information provided to Service Provider by HAFED, including any copies or reproductions, both hardcopy and electronic.
- e. The Appointed agency will not disclose any information, to anyone in any form about software, hardware, network topology, IP Schema, and network security policies of HAFED. Information disclosure to anyone shall be only with prior written consent of HAFED. For this, a separate "Non-Disclosure Agreement" Annexure-7: Proforma for Non-Disclosure Agreement shall be signed within 1 week after receiving work order.

12.4. Confidentiality

The selected bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of HAFED or its clients without the prior written consent of HAFED.

13. Service Level Agreement (SLA)

Service Level Agreement (SLA) for RMMS implementation in HAFED THIS AGREEMENT is made this ____ day of [], 2023, by and between:

- i. The HAFED, having its office at Sector-5, Panchkula, hereinafter referred to as "HAFED" (which term or expression shall unless repugnant to the context or meaning thereof shall mean and include his successors-in office and assigns) of the FIRST PART;

AND

- ii. _____, a company registered under the Indian Companies Act, 1956/2013 having its registered office at _____ and place of business at _____ hereinafter referred to as " SP" (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in business and assigns) of the SECOND PART.

WHEREAS

- a. HAFED (hereinafter "Client") is desirous of Selection of SP as described in the RFP document.
- b. The SP has been selected as the successful bidder to undertake the Rice Mills Management & Rice Export Management Solution, involving the scope of work as indicated in the RFP;
- c. HAFED intends to accord to the SP the right to implement RMMS at Taraori Rice Mill initially and may rollout the same/similar product at various processing units under HAFED on same rate contract in the future.

13.1. SLA Penalty Exclusions

SLA Penalty will not be applicable to Service Provider under following conditions:

- i. Failure or malfunctioning of the systems/software not owned or controlled by Service Provider. However, Service Provider will help in troubleshoot the failure and suggest the possible solutions.

13.2. General Penalties

Any unjustified and unacceptable delay resulting from reasons attributable to the Service Provider beyond the delivery/ installation (where applicable) schedule as per purchase/ Work order will render the bidder liable for liquidated damages at the rate as mentioned in the following sections.

- i. The selected bidder shall render the services strictly adhering to the Important Dates by HAFED in the Work order. Any delay, not condoned by HAFED, on the part of agency in the performance of its obligations shall attract penalty as mentioned in the section 13.3.
- ii. The selected bidder shall start the work within 7 working days of the date of the work order.
- iii. For three successive recurrences of default related to non-execution of work order for reasons attributable to the selected bidder, HAFED would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination of the Contract provided agency fails to remedy such default in spite of 30 days' written notice from HAFED to cure such default.

- iv. If at any time during performance of the work order, the agency encounter conditions impeding timely performance of the ordered services, the agency shall promptly notify HAFED in writing of the fact of the delay, its likely duration and its cause(s).

13.3. Liquidated Damages

In case of delay in the delivery / completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of the tender value:

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

WITNESSES:

(Name and designation)

For and on behalf of HAFED

Signed by:
(Name and designation)

An authorized signatory duly nominated by
Service Provide

Signed by:
(Name and designation)

14. General Terms and Other Conditions

14.1. GENERAL CONDITIONS

- The selected Bidder shall not assign its contractual authority to any other third party.
- As a matter of policy and practice, it is clarified that product of the bidder selected through this tender can be availed by HAFED for other processing unit on the same rate contract and the selected bidder shall be obliged to render product to other processing units as per the additional purchase order placed by the HAFED. In other words, the selection procedure adopted in this tender remains applicable for HAFED's all processing units on same rate contract.

- iii. Any default or breach in discharging obligations under this tender by the selected bidder while rendering services to HAFED, shall invite all or any actions / sanctions, as the case may be, performance bank guarantee stipulated in this tender document. The decision of HAFED arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may also be liable to be debarred from bidding for HAFED tenders in future for a period of at least three years.
- iv. Any default by the bidders in respect of tender terms & conditions will lead to rejection of the bid with execution of forfeiture of PBG.
- v. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false/ incorrect, their total bid/Contract shall be summarily rejected and no correspondence on the same shall be entertained.
- vi. HAFED will not be responsible for any misinterpretation or wrong assumption by the Bidder, while responding to this tender.

14.2. Micro, Small & Medium Enterprises Development Act, 2006

- i. If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the valid certificate must be provided to HAFED. Further, the bidder must keep HAFED informed of any change in the status of the company.
- ii. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are liable to get following benefits;
 - a) Issue of tender sets free of cost (zero Tender Fee)
 - b) Exemption from payment of earnest money (zero EMD)
- iii. The bidder is required to submit a copy of the registration certificate to HAFED. Further, the bidder must keep HAFED informed of any change in the status of the company.

14.3. Limitation Of Liability

Except conditions enumerate in Indemnity Clause, the damage caused by the Service Provider to HAFED under any work order issued pursuant to this project, the Service

Provider shall be liable to HAFED for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of project that can be levied on the Service Provider shall not exceed the total contract value of the work entrusted to them.

14.4. Indemnity

The selected agency shall indemnify and defend the HAFED against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof ("Deliverables"). The selected agency shall have no obligations with respect to any claims to the extent such claim results from:

- i. Modification of a deliverable after delivery by the selected bidder to HAFED if such modification was not made by or on behalf of the selected bidder and the claim arises solely due to such modification;
- ii. HAFED stand indemnified from any employment claims that the hired manpower /Resources / bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.
- iii. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

14.5. Termination For Insolvency

HAFED may at any time terminate the purchase order by giving four weeks written notice to the bidder, after clearing all the dues of bidder till date, if the Bidder/ bidder becomes bankrupt or otherwise insolvent.

14.6. Force Majeure

If at any time, during the continuance of the project, the performance in whole or in part by either party of any obligation under the project is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the

appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the project/contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the project/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the HAFED as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the project is prevented or delayed by reason of any such event for a period exceeding 60 days, the HAFED may at his option, terminate the project and clear the dues of the bidder.

14.7. Change Orders and Contract Amendments

- i The HAFED may at any time order the selected bidder through letter to implement the same/similar solution to other processing units of HAFED.
- ii In the occurrence of such event, the prices finalised for RMMS shall be paid to the selected bidder for each processing unit separately.
- iii All other terms and conditions mentioned under this RFP shall be applicable on other processing unit also.

14.8. Exit Management

The RMMS deployment under this RFP is based on Software~as~a~Service on a yearly license cost for three years, hence upon successful completion of said period, following activities needs to be performed by the selected bidder:

i Exit Management Plan

The selected bidder shall prepare an Exit Management Plan, at least 90 days before the end date of contract period. The proposed plan should cater to the management and handover of all the data, information, knowledge related to RMMS.

ii Transfer of Data

The selected bidder shall be responsible to handover all data pertaining to RMMS, to HAFED upon completion of the contract period. This data should be handed over in soft

format in a reusable mode. It included all current and updated data as is reasonably required for purposes of HAFED or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format

iii Transfer of Documents and Confidential Information

The selected bidder will promptly on the commencement of the exit management period supply to HAFED the following:

- a) Documentation relating to Intellectual Property Rights;
- b) Project related data and confidential information;
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable HAFED to carry out due diligence in order to transition the provision of the services to HAFED

iv Payments during the exit management

Before the completion of exit management period, all the dues pertaining to the implementation and usage of RMMS, shall be cleared to the selected bidder by HAFED.

14.9. Arbitration

HAFED and the Service Provider will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/work-order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to the arbitrators appointed by Cooperative Department, Haryana. Such arbitration will be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or amended later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in Panchkula, Haryana, India.

- i If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the MD, HAFED.
- ii The Authority to appoint the arbitrator(s) shall be the MD, HAFED

14.10. Applicable Law

- i The bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- ii All disputes in this connection shall be settled in Chandigarh jurisdiction only.
- iii HAFED also reserves the right to modify/relax any of the terms & conditions of the tender.

14.11. Intellectual Property Rights

The design, development and implementation of RMMS is based on Software~as~a~Software model, wherein the product is a sole property of selected bidder. Upon successful completion of contract period, the data and information used to execute this contract shall be handed over to HAFED.

15. Instructions to Bidder on Electronic Tendering System

15.1. Registration of Bidders on e-Procurement Portal

The Bidders intending to participate in the tender process online are required to register on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in>. Bidders may visit the website for materials

15.2. Obtaining a Digital Certificate

Bids submitted online should be encrypted and signed electronically with a Digital Signature Certificate to establish the identity of the Bidders for online bidding. Certifying Authority approved by the Controller of Certifying Authorities under the Information Technology Act, 2000, issues the Digital Signature Certificates.

Digital Signature Certificate is issued on receipt of mandatory identity (i.e. applicant's PAN Card), address proof and verification form duly attested by the Bank Manager/Post Master/Gazetted Officer. On the receipt of the required documents, a Digital Signature Certificate can be issued. For more details, please visit the website <https://etenders.hry.nic.in>.

Bidder may obtain Class-II or III Digital Signature Certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities.

Bids must be submitted online using the Digital Signature Certificate for Encryption & Signing, which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of bidding, the user loses his Digital Signature Certificate, 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

In case of online tendering, if the Digital Signature Certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to lawful authorization to that user. The Bidder has to authorize a specific individual through an authorization certificate signed by the competent authority to use the Digital Signature Certificate as per the Information Technology Act, 2000. Unless the Digital Signature Certificate is revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the Bidder as per Information Technology Act, 2000. The use of Digital Signature Certificate by the authorized user shall be binding on the Bidder.

In case of any change in the authorization under the foregoing paragraph, it shall be the responsibility of the Bidder to inform the certifying authority about the change and to obtain the Digital Signature Certificate of the new person/user on behalf of the firm / company. The procedure for application of a Digital Signature Certificate will remain the same for the new user.

15.3. Opening of an Electronic Payment Account

Following modes of electronic payments are accepted on the electronic tendering system:

- a) **Debit/Credit Cards** - Electronic Credit Card Transactions through the following Credit Card types are supported: Master Card / VISA / American Express / Diners club International/ JCB Cards / Citibank E-Cards.
- b) **Internet Banking** - Electronic Internet Banking Transactions through Internet Banking Accounts of the following Banks are supported: HDFC Bank / Citi bank / ICICI Bank / State bank of India/IDBI Bank / UTI Bank/ Oriental Bank of Commerce – Global Trust Bank / Federal Bank / Centurion Bank of Punjab Ltd. / IndusInd Bank / Kotak Mahindra Bank / Punjab National Bank.

15.4. System set up for submission e-tenders

In order to operate on the electronic tender management system, a user's system is required to be set up. A help file on system setup/pre-requisites can be obtained from 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.

15.5.Purchase of Tender Documents

The tender documents can only be downloaded from the electronic tendering websites <https://etenders.hry.nic.in> after logging in with a valid Username and Password It is to be noted that it is mandatory that the tender document is downloaded from this electronic tendering website to be able to submit electronic bids.

15.6.Submission of online bids:

Post registration, the Bidder shall proceed for bidding by using both his Digital Signature Certificates (one each for encryption and signing). The Bidder shall proceed to select the tender he is interested in for bidding. On the respective page in the e-tendering portal, the Bidder would have following options to make payment for e-Service fee and Tender Document Fee:

- a) Debit Card
- b) Net Banking
- c) RTGS/NEFT

15.7. Validity of the Digital signature:

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

15.8.Submission of actual online bids:

Detailed Bid documents may be downloaded from the e-procurement portal: <https://etenders.hry.nic.in> and offer has to be mandatorily submitted online. Scanned copies of Documents to be submitted/uploaded for Bid and e-service fee/tender document fee/EMD shall be scanned in different file formats (PDF /JPEG/MS WORD format such that file size does not exceed more than 10 MB) and uploaded during the online submission of Bid.

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

16. Annexures

Annexure 1: Enclosure Checklist

#	Description	Format
For Packet No. 1		
1	Scanned copy of Covering Letter (Annexure 2) duly sealed and signed	.PDF
2	Scanned copy of EMD	
3	Scanned copy of original Power of Attorney letter/Board Resolution/ Original Authorization/ Original Self Certificate	
4	Scanned copy of Bidder’s Profile as per Annexure-3. Bidder’s ‘profile’ duly filled in, signed and stamped along with all supporting documents	
5	Scan copy of duly filled in, signed and stamped Annexure-4 documents required for eligibility criteria and Compliance sheet with all the supporting documents.	
For Packet No. 2		
6	Financial Bid: As per Annexure-9 BoQ: Financial Bid	.XLS

Annexure 2: Covering Letter

(To be submitted on Company's Letter Head)

<Place>

<Date>

To

The Managing Director,
HAFED Corporate Building, Sector-5,
Panchkula, Haryana, Pin-134109

Subject: XXXXXXXX.

Dear Sir,

This is to notify that our company is submitting technical bid in response to XXXX/...for XXXXXXX in HAFED. Primary & Secondary contact for our company are as follows:

<M/s Company Name>	Primary Contact	Secondary Contact
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

We are responsible for communicating to the HAFED in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold HAFED responsible for any non- receipt of bid process communication in case such change of information is not communicated and confirmed with HAFED on time.

We are submitting our bid for XXXXXX in HAFED as per the scope and requirements of the tender document.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, scheduled and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding and evaluation.

We have enclosed the earnest money deposit as per the tender Conditions. It is liable to be forfeited in accordance with the provisions of tender document.

Deviations:

We declare that all the services shall be performed strictly in compliance with the Tender Document. Further, we agree additional conditions, if any, found in the bid documents, other than those stated in the tender document, shall not be given effect to.

Bid Pricing:

We do hereby confirm that our bid prices exclusive all taxes, as applicable on the last date of submission of bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

Qualifying Data:

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of bid, we agree to furnish the same in time to your satisfaction.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to HAFED are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled HAFED in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favors to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the project with HAFED.

We understand that you are not bound to accept the lowest or any bid you may receive.

It is hereby confirmed that I/We are entitled to action behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Pace:

DATE:

Annexure 3: Bidder's Profile

<On Company's Letter Head>

Bidder's Profile

Name of the Bidder (in CAPITAL letters only):

Date of Incorporation in India as on:

Registration No:

Complete Address with PIN:

Contact Person:	
Name	
Designation	
Telephone	
Fax	
E-mail	
Goods & Service Tax No. (GSTN)	
Whether Bidder is Micro/Small Enterprise:(Yes/No) (if Yes, please attach Udyam Registration Certificate)	If yes, a) Type of Enterprise: b) Udyam Registration No.:
PAN No	
ISO Certification	
Whether Bidder is blacklisted	
Whether any Litigation Arbitration/ proceeding	

Note: Copies of the supporting documents should be attached along with the proposal.

Signature with bidder's Seal in the capacity of authorized person to sign proposals
for and on behalf of: M/s _____

Annexure 4: Eligibility Compliance Sheet

#	Description	Document / Proof	Bidder Compliance (Y/N)	Page No of attached proof
1.	EMD	To be submitted as per FACT SHEET		
2.	Details of the Bidder	Annexure- Covering Letter of Technical Bid		
3.	Company Documents	Certificate of Incorporation		
		Articles of Association		
		Copy of GST certificate		
		Copy of PAN Card		
		Copy of TAN Card		
4.	The Bidder should be in Profit during the FY 2021-22 as per audited balance sheet.	<ul style="list-style-type: none"> Audited statements Certificate from the Statutory auditor/ clearly specifying the average annual turnover for the specified years 		
5.	The bidder should have its office in Haryana/Chandigarh/ Mohali.	- Self Certificates to be given		
6.	Bidder hasn't been blacklisted by a central/state Government institution for last 3 years.	Declaration, as per format provided in Annexure 8 that the bidder has not been blacklisted.		
7.	Successfully implemented similar application for a Rice mill	Work Order/ LOI/ Purchase Order/Completion certificate/ Performance satisfactory certificate		
8.	Bidder should have ISO 9001:2015 certification or higher	Valid Certificate COPY.		

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

NOTE: All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.

Annexure 5: Performance Bank Guarantee

Performance Bank Guarantee

Ref:

Date:

Bank Guarantee No.

To
The Managing Director,
HAFED Corporate Building,
Sector-5, Panchkula, Haryana,
Pin-134109

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called “the Bidder” has undertaken, in pursuance of Contract dated 2023 (hereinafter referred to as “the Contract”) to implement for HAFED.

AND WHEREAS it has been stipulated in the said Contract that the Bidder shall furnish a Bank Guarantee (“the Guarantee”) from a scheduled bank for the sum specified therein as security for the performance of Implementation of Rice Mills Management & Rice Export Management Solution at HAFED as per the agreement.

WHEREAS we _____ (“the Bank”, which expression shall be deemed to include its successors and permitted assigns) have agreed to give HAFED) the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the BIDDER to HAFED under the terms of their Agreement dated on account of full or partial non-implementation and/or delayed and/or defective implementation of Digital Board Meeting Solution and/or discrepancies in handing over the assets at the respective PoPs and Locations. Provided, however, that the maximum liability of the Bank towards HAFED under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from HAFED stating full or partial non-implementation and/or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to HAFED any and all sums demanded by HAFED under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from HAFED to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 12 months from the date of its execution. However, the Guarantee shall, not less than 30

days prior to its expiry, be extended by the Bank for a further period of 12 months. The Bank shall extend the Guarantee annually in the manner hereinbefore provided for a period of five years from the date of issue of this Guarantee.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:
- i) any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements. ii) any breach or non-compliance by the SP with any of the terms and conditions of any Agreements/credit arrangement, present or future, between SP and the Bank.
5. The Bank also agrees that HAFED at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against BIDDER and notwithstanding any security or other guarantee that HAFED may have in relation to the BIDDER's liabilities.
6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of HAFED or any other indulgence shown by HAFED or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
7. This Guarantee shall be governed by the laws of India and only the courts of State Capital shall have exclusive jurisdiction in the adjudication of any dispute, which may arise hereunder.
- Dated this theDay of 2023

Witness

(Signature)

(Signature)

(Name)

(Name)

Bank Rubber Stamp

Annexure 6: Work Experience

S. No.	Details of Assignment	Details
1	Name of the Client with address	
2	FY of undertaking the project	
3	Project Name and summary (5 lines)	
4	Project Start Date:	
5	Project Completion Date:	
6	Total Project Cost:	
7	Name of the Client's Contact person with phone number & email id	
8	Nature of Assignment	
9	Client Type	
10	Enclose relevant documents (Mandatory): <ul style="list-style-type: none"> Phase completion/ Completion Certificates from the client; and 	

Annexure 7: Performa for Non-Disclosure Agreement

WHEREAS, we the undersigned Service Provider,, having our principal place of business/ registered office at _____, are desirous of providing services under the terms and conditions as stipulated under Tender No. <Mention tender no.> Dated <dd-mm-yyyy> “Submission of Bid for implementation of Rice Mills Management & Rice Export Management Solution in HAFED” (hereinafter called the said 'RFP'), having its office at Sector 5, Panchkula-134109, hereinafter referred to as 'Purchaser' and,

WHEREAS, the Service Provider is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Service Provider of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Service Provider agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
 - a. the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Service Provider from a third party without any obligation of confidentiality;
 - d. the Service Provider is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Purchaser.The Service Provider shall have the burden of proving hereinabove are applicable to the information in the possession of the Service Provider.
3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Tendering process or otherwise, and the Service Provider

shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at

any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Service Provider here to becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(Service Provider)

Authorised Signatory

Office Seal:

Name:

Place:

Designation:

Date :

Annexure 8: Declaration-Cum-Undertaking Regarding Non-Blacklisting by HAFED

(Self-certification in company's letter-head)

I / We, Proprietor/ Partner(s)/ Director(s)/ Authorized Signatory of M/s._____ hereby declare that the firm/company namely M/s., _____ as on the date of bid submission, has not been blacklisted in the last three years by HAFED or any of the Central or State Government Organisation / Public Sector Undertaking / Autonomous Body etc.

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm: Date:

Place:

Annexure: 9 Financial Bid

Indicative Financial Bid Format**Name of the Bidder:** _____

The Bidders needs to submit their Financial Proposal at e-procurement website as per the given template

1	2	3	4	5
S. No.	Description	Base Unit Cost (in INR)	GST (in %)	Total Price In Figures (in INR) (inclusive of all taxes, levies, and duties applicable but including GST
1	One Year License fee for RMMS software including hosting (Upto 50 users)			
2	One time deployment, training, pilot implementation along with master data migration			
Total in Figures				
Total in Words				

Optional Costs (if Required)

Sr.No.	ACTIVITY	BASE COST (In Rs.)	TAXES (In Rs.)	TOTAL COST (In Rs.)
MANPOWER RESOURCES for future customisations				
1.	Domain Experts (7+ year experience)			
2.	Project Manager cum Technical Lead (7+ year experience)			
3.	Business Analyst / Trainer (5+ year experience)			
4.	Web Developer / UI Designer/ DBA (5+ year experience)			
5.	Mobile Developer (for Android/iOS) (4+ year experience)			
6.	Quality Analyst (5+ year experience)			
7.	Helpdesk Executives (2+ years' experience)			

- This is an indicative BOQ. The BOQ available at e-procurement portal shall be considered as final.
- Bidder has to quote compulsorily in all items otherwise his bid will be rejected.
- GST shall be paid on actuals as per prevailing rates.
- This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.