

### NATIONAL COOPERATIVE EXPORTS LTD.

Head Off: 8th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi-110 029, Phone: +91 85956 34549 Website: www.ncel.coop

# NCEL INVITES EXPRESSION OF INTEREST FOR

# EMPANELMENT FOR DEVELOPING & MANAGING E-PROCUREMENT/ E-AUCTION PLATFORM ALONG WITH RELATED SUPPORT AND SERVICES

**EOI No.: RI001002** 

Date: 18/12/2024

Business Division, NCEL,

8th Floor, Tower I,

World Trade Centre, Nauroji Nagar,

New Delhi-110 029, (India)

E-Mail: Prateek.verma@ncel.coop

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National Cooperative Exports Ltd. (NCEL), 8th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi-110029 invites Expression of Interest (EOI) from System Providers for empanelment to develop a digital platform, accessible via both web and mobile applications, to facilitate the procurement of various agricultural commodities from the open market as well as its members via E procurement/E-auction. Interested parties can submit their application along with copies of all required documents/profile etc. in the online portal deployed by NCEL, Head Office on or before the last date and time prescribed in this EOI.

Business Division, NCEL,

8th Floor, Tower I,

World Trade Centre, Nauroji Nagar,

New Delhi-110 029, (India)

E-Mail: Prateek.verma@ncel.coop

### **NOTICE OF DISCLAIMER**

- 1. The information contained in this EOI document or subsequently provided to intending Applicant(s) whether verbally or in documentary form by or on behalf of National Cooperative Exports Ltd. (NCEL) or any of its employees or officers (referred to as "NCEL Representative") is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- 2. No part of this EOI and no part of any subsequent correspondence by NCEL, or NCEL Representatives shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- 3. The EOI document has been prepared solely to assist prospective Applicants in making their decision for Applicants. NCEL does not purport this information to be all-inclusive orto contain all the information that a prospective Applicant may need to consider in order to submit an EOI. The data and any other information wherever provided in this EOI documents is only indicative and neither NCEL, nor NCEL Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to an Applicant(s), whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI documents.
- 4. Neither NCEL nor NCEL representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI document. Interested Applicant(s) is advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the EOI process in relation to the supply. Applicants have to undertake their own studies and provide their EOIs.
- 5. This EOI document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the supply in relation to which it is being issued.
- 6. The information and statements made in this EOI document have been made in good faith. Interested Applicants should rely on their own judgments in participating in this EOI process. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any acts or omission on par of the aforesaid, whether negligent or otherwise.

- 7. The EOI document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. NCEL makes no representation or warranty and shall incur no liability under any laws, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document.
- 8. NCEL reserves the right to reject all or any of the EOIs submitted in response to this EOI invitation at any stage without assigning any reasons whatsoever.
- 9. All Applicants are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. NCEL may, at its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Applicants will have no claim whatsoever against neither NCEL nor its employees, officers.
- 10. NCEL reserves the right to rescind, modify, suspend, change or supplement this EOI at any stage. Any change to this EOI documents shall be uploaded on NCEL website http://ncel.coop.

11. Mere submission of an EOI does not ensure selection/empanelment of the Applicant.

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### **INTRODUCTION AND GENERAL TERMS & CONDITIONS**

**1.** NCEL is a multi-state cooperative, established as an umbrella organization for export activities of cooperatives under the Ministry of Cooperation. For this purpose, The NCEL seeks to develop a digital platform, accessible via both web and mobile applications, to facilitate the procurement of various agricultural commodities from the open market as well as its members via E Procurement/E-auction.

The Bid submission form/application (as per Annexure- 1) and other terms and conditions may be downloaded by the interested parties from the NCEL website www.ncel.coop.

i. Intending service providers/bidders shall submit online applications by mail to <a href="mailto:Prateek.verma@ncel.coop">Prateek.verma@ncel.coop</a> for this purpose in the prescribed format (duly filled in) along with supporting documents as prescribed in this

EOI on or before 31 January, 2025.

- ii. The Intending bidders must submit the format for technical proposal (As per Annexure- 2) with all the relevant information, declarations and supporting documents as prescribed under Annexure 2.
- iii. Intending service providers/bidders shall have to deposit a non-refundable processing fee of Rs. 10,000/- (Rs. Ten Thousand only) plus GST @ 18% i.e. Total of Rs. 11,800/- (Rs. Eleven Thousand Eight Hundred only) towards the empanelment processing fee in the designated account as per the details given below or through the portal using the payment gateway.

Beneficiary Name	National Cooperative Exports Limited
Name of Bank	IDFC First Bank Limited
Address	New Delhi- Hauz Khas Branch
Account Number	10207812584
IFSC Code	IDFB0020222

- iv. NCEL reserves the right to accept or reject any or all applications (Technical and Financial) without assigning any reason thereof. The issue of this document does not in any way commit or otherwise oblige NCEL to proceed with all or any part of the tender process. The EOI is not the subject of any process of contract or any contractual obligations between NCEL and prospective service provider/bidder.
- v. NCEL will constitute a "Technical Evaluation Committee" (TEC) which shall evaluate technical and financial bids submitted by the bidders and examine the documents provided by the bidders vis-a-viz requirements of this Expression of Interest (EOI).
- vi. After verification of all the documents, work shall be awarded to the L1 bidder (Lowest Bidder). The L1 bidder will be required to submit Performance based Guarantee (Security deposit) amounting to Rs. 1,00,000/- (Rs. One Lakh only) or 10% of proposal whichever is higher in form of irrevocable Bank Guarantee from any scheduled bank in India post which Work Order will be issued to the successful Bidder.
- vii. This contract will be valid for 3 years.

### 2. Background

- i. National Cooperative Exports Limited (NCEL), is an apex organization of marketing cooperatives in India.
- ii. NCEL invited EOI from experienced service providers for developing & managing E-Procurement/ E-Auction platform. This includes but not limited to Developing and management of E-Procurement/ E-Auction platform along with related support and services.
- iii. For this, NCEL invites applications to Develop and manage of E-Procurement/ E-Auction platform.

### 3. Scope of Work:

i. The system required by NCEL for its procurement should have minimum but not limited to below mentioned modules. The modules should be available online

through web interface but some of the modules will also be required to work in offline mode through hand-held devices. The system should be able to sync offline data stored on hand held devices to online database when they are in network. The system should be role based system and different user should have access to their respective roles only. The minimum required modules are listed below:

- a. Bidder registration
- b. Procurement
- c. Bidding
- d. Reverse Bidding,
- e. English (Forward & Reverse),
- f. Yankee (Forward & Reverse),
- g. Hybrid (Forward & Reverse),
- h. Continuous Market, Group Auctions, Ascending Auctions & Bilateral.

Section	Details	
Project Overview	Develop a web and mobile platform for e-procurement and e-auction of agricultural commodities.	
Deliverables	Web-based and mobile applications with user-friendly features.	
	Annual maintenance, including bug fixes and updates.	
	User documentation and training support.	
Milestones	Planning & Design: Requirements finalization and prototype approval.	
	2. Development: Platform coding and initial testing .	
	3. Testing: UAT and performance testing.	
	<b>4. Deployment:</b> Go-live and post-deployment support (1 month).	
Tasks & Responsibilities	<b>Vendor:</b> Development, testing, deployment, security compliance, and maintenance.	
	NCEL: Provide input, feedback, and approvals.	

Technical Requirements	Scalable, secure architecture for web and mobile platforms.	
	Compliance with GDPR, ISO, and Indian IT laws.	
	Real-time auction processing and 99.9% uptime.	
Change Management	All scope changes will follow a formal approval process to assess impact on timeline and cost.	
Acceptance Criteria	Fully functional, secure platform supporting 1,000+ concurrent users.	
	No critical bugs during a 3-month post-deployment review.	

- ii. The service provider is required to host the E-Procurement portal on adequate hardware to ensure maximum uptime. The hardware for the hosting of application should be owned by service provider, service provider should also be responsible for time to time upgradation of hardware to cater required load, data storage and security of Data. Service provider should have its own data center for hosting of the system and should ensure at-least 99% uptime of the system. In case of any failure or if system crashes, the service provider should have adequate team and infrastructure to provide real time solution.
- iii. Service provider is required to provide training to all the users of the system. Service provider should also provide Quarterly training to ensure that new users who are employed after the successful integration of the E-Procurement system are also well trained.
- iv. The service provider should provide telephone and e-mail based support to NCEL official and users of system from 8AM to 8PM all days of week at the time when procurement is going on. During off procurement time support is required in regular office hours and office days.
- v. The service provider should be the owner of the system and shouldn't sublease the order to another service provider. Service provider should do all the necessary changes as required by NCEL during the contract period.
- vi. The system is required to go live in 30 days from the award of contract to successful bidder. All necessary changes must be done within 30 days as required by NCEL. Changes required by NCEL after going live, can be done on real time basis.

- vii. If successful bidder is not able to deliver the platform as required by NCEL or within the stipulated time, NCEL reserves all the right to forfeit the Performance Bank Guarantee submitted by the service provider and the said service provider will be blacklisted by NCEL for period of 2 years.
- viii. NCEL may extend the contract to service provider for term equal to the term of EOI at its own discretion.
  - ix. At the end of the contract term, the Service Provider shall: Transfer all data and a copy of the system to NCEL and, Ensure that the system is fully operational and hosted on NCEL's data center in a functional, "up-and-running" condition.
  - x. Post-Contract Hosting and Support: At its discretion, NCEL may request the Service Provider to continue hosting the system in their own data center. Additionally, NCEL may require the Service Provider to provide operational and helpdesk support for the system. For these extended services, NCEL reserves the right to request a separate financial proposal from the Service Provider at the end of the contract term.

### 4. Minimum Eligibility Criteria

- i. Interested bidder/service provider may either be a sole proprietorship firm/ Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time) or a Company (registered under the relevant provisions of Companies Act of 1956 as amended in 2013) or LLP (duly registered under the Limited Liability Partnership Act, 2008) or Cooperative registered under Multistate Cooperative Societies Act, 2002, as amended in 2023.
- ii. The interested bidder should have an average annual turnover of Rs 5,00,00,000/-during two financial years i.e. 2022-2023, 2023-24 and also have a positive net worth of Rs. 50,00,000/- as on date of application. For the purpose certified copies of the audited balance sheet of two financial years i.e. 2022-23, 2023-24 should be provided along with a Declaration under section 206AB (as prescribed under Annexure- 7), Turnover and Net worth Certificate certified by the Chartered Accountant along with UDIN.
- iii. The service provider/bidder should host the platform on its own server. Data Centre and all related hardware should be owned by the service provider.

- iv. The service provider/bidder must have experience of developing & hosting similar system for minimum 1 Central or State Government or any PSU.
- v. The NCEL does not guarantee any definite volume of work during the period.
- vi. Interested Miller/Processor must have the following registrations and certifications and shall provide self-attested copies of all the certificates with the application:
  - a. ISO 9001 compliance certificate
  - b. GST registration
  - c. PAN Card
  - d. PF & ESI registration (if applicable)
  - e. KYC documents (in case of Sole Proprietorship)
  - f. UDYAM (In case of MSME)
  - g. Startup Recognition Certificate (By DPIIT) In case of Startup

### 5. EMD (Earnest Money Deposit)

i. Bid must be accompanied with empanelment processing fee (non refundable) of Rs. 10,000/- (Rs. Ten Thousand only) plus GST @ 18% i.e. Total of Rs. 11,800/- (Rs. Eleven Thousand Eight Hundred only) by way of DD and EMD of Rs. 1,00,000/- (Rs. One Lakh only) by way of DD/RTGS/NEFT to NECL in the following bank account and a copy of receipt must be provided along with the technical bid.

Beneficiary Name	National Cooperative Exports Limited
Name of Bank	IDFC First Bank Limited
Address	New Delhi- Hauz Khas Branch
Account Number	10207812584
IFSC Code	IDFB0020222

- ii. NCEL shall not pay any interest on the EMD. Bid not accompanied by tender document fee and EMD shall be considered rejected.
- iii. The EMD shall be returned to all unsuccessful Bidder within period of 30 days from issuance of offer letter to the successful bidder.
- iv. MSME's/Startup's recognised by DPIIT are exempted from EMD on furnishing of their UDYAM certificate. UDYAM certificate/Startup recognition certificate must be more

than 6 months old from the date of EOI. However, empanelment processing fee shall be submitted by all bidders including MSME's & Startups.

### 6. Security Deposit

- i. The bidder shall furnish Performance based Guarantee (Security deposit) amounting to Rs.1,00,000 or 10% of proposal whichever is higher in form of irrevocable Bank Guarantee from any scheduled bank in India within 7 days from acceptance of offer post which work order will be issued to successful bidder.
- ii. Security Deposit will remain with NCEL throughout the Contract period and 6 months thereafter.
- iii. If successful bidder is not able to deliver the platform as required by NCEL or within the stipulated time, NCEL reserves all the right to forfeit the Performance Bank Guarantee submitted by the service provider.
- iv. Payment terms for processing will depend on the agreed amount with NCEL after NCEL and concerned millers are in contract for given quantity and quality.

### 7. Financial bids & Payment Terms:

- i. The bidders shall submit the Financial bid in the format prescribed in Annexure 3. Financial bid will be divided in 2 parts: For developing and hosting the E-Procurement/ E-Auction platform and For maintenance of the E-Procurement/ E-Auction platform for contract period. (The fee for maintenance shall not be less than 20% of the total bid amount).
- ii. Financial bids will be open for only those bidders who are technically eligible.
- iii. After the technical evaluation of the bidders, out of the eligible technically qualified bidders the lowest quoted financial bidder (L1) will be awarded the contract. The lowest combined bid for developing and managing of E-Procurement/ E-Auction platform will be considered as L1 bidder.
- iv. The awarded bidder shall raise the Invoice of Developing of E-Procurement/ E-Auction platform after the successful hosting and trial.

- v. The awarded bidder shall divide Maintenance fee in 3 equal parts and shall raise invoice at end of 3 equal periods.
- vi. The payment of Invoice will be done within 30 days from receipt of Invoice by the accounts.

### 8. Signing of applications

- i. Person(s) signing the application shall state in what legal capacity he /she/ they is/are signing the bids.
- a. In case of a Partnership firm/LLP, the application must be signed by the authorized partner. The self-attested copy of the partnership deed/LLP agreement be furnished along with the Bid.
- b. In case of company/cooperative, the names of all the Directors shall be mentioned and a self-attested copy of the Resolution passed by the Board of Directors of the Company authorizing the person signing the application to do so on behalf of the Company shall be attached with the application along with a self-attested copy of the Memorandum & Articles of Association of the Company, certificate of incorporation, bye-laws etc.

### 9. Evaluation of applications

- i. Duly constituted committee of NCEL Head Office shall evaluate details submitted by the interested service providers/bidders and examine the documents provided vis-a-vis requirements specified in the EOI document. NCEL reserves its right to accept or reject any or all the applications and/or ask for any additional and/or missing documents from the service providers/bidders.
- ii. The rejected/unsuccessful applications from service providers/bidders can be applied with fresh applications after fulfilling the Eligibility Criteria.
- iii. Bidding Schedule & Process for **RI001002**

S. No	Event	Date of Event *
1.	Release of Expression of Interest (EOI)	18.12.2024
2.	Pre-Bid Meeting	19.12.2024
3.	Last date of submission of bids	31.01.202 @12pm
4.	Date of opening of technical bids	To be announced
5.	Date of opening of Financial bids	To be announced

<sup>\*</sup>subject to change due to administrative/logistics reasons.

### 10. Integrity Pact

All empanelled service providers/bidders shall enter into an Integrity Pact on non-judicial stamp paper of Rs. 100/- as per format annexed at Annexure- 6.

### 11. Execution of Contract

After the successful evaluation of technical and financial bid, contract will be awarded to the L1 bidder. Upon issuance of Offer letter to successful bidder, work order will be issued to the successful bidder. NCEL reserves the right to change the terms and conditions of the agreement, till it is signed by both the parties.

### 12. Jurisdiction and Dispute Resolution

This EOI document shall be constituted and legal relation between NCEL and service providers/bidders shall be determined and governed in accordance to the Laws of Republic of India, and all or any dispute arising out, or touching upon, or in relation to, the terms of this tender document including the interpretation and validity and respective rights and obligations of the parties shall be settled amicably by mutual discussions, failing which, same shall be settled through court of Law at Delhi only.

### 13. Force Majeure

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the EOI, party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non- performance, as the case may be.

### 14.Holiday Listing

Notwithstanding anything contained in this EOI document, NCEL's policy for Holiday-Listing of Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NCEL at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

### 15.Prevention of Fraud and Corruption

- i. The applicant(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with NCEL. Applicant(s) agree and undertake to observe the principles/ provisions as laid down in "Integrity Pact" of NCEL (As per Annexure-6) during their participation in the EOI process, during the process of EOI and in any other transaction with NCEL.
- ii. The Applicant(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of NCEL's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any

advantage of any kind whatsoever during the EOI process or during the process of EOI.

- iii. The Applicant(s) shall not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of EOIs or any other actions to restrict competitiveness or to introduce cartelization in the import process.
- iv. The Applicant(s) shall not commit or allow any employees of NCEL to commit any offence under the relevant provisions of BNS/Prevention of Corruption Acts; further the Applicant(s) will not use improperly or allow any employee(s) of NCEL, for purposes of competition or personal gain, or pass onto others, any information or document provided by NCEL as per of the business relationship, including information contained or transmitted electronically.
- v. The Applicant(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- vi. The Applicant(s) if in possession of any information regarding fraud/suspected fraud hereby agree and undertake to inform NCEL of same without any delay.

### 16. Ownership and Intellectual Property Rights

i. Ownership of Deliverables:

NCEL shall retain sole and exclusive ownership of all rights, titles, and interests, including Intellectual Property Rights, in and to the Deliverables. The Service Provider shall ensure that no third party, including itself, challenges or assists in challenging NCEL's ownership of Intellectual Property Rights related to the Deliverables, both during and after the term of the services.

ii. Background Intellectual Property Rights (Background IPR):

The selected service provider (L1 bidder) shall identify in writing any Background IPR it intends to incorporate into or integrate with the Deliverables prior to their inclusion.

iii. License to Background IPR:

The Service Provider shall grant NCEL a perpetual, irrevocable, non-exclusive,

royalty-free, sublicensable, and worldwide license to use, display, perform, reproduce, modify, enhance, and maintain any Background IPR incorporated into the Deliverables. NCEL shall have the right to transfer or sublicense this license when transferring or sublicensing the Deliverables.

### iv. Assignment of Intellectual Property Rights:

Any Intellectual Property Rights created by the Service Provider or its consultants under applicable laws shall be irrevocably assigned to NCEL. The Service Provider shall execute all documents necessary to formalise this assignment and ensure NCEL's ownership of the Deliverables.

### 17. Data Privacy and Protection

i. Compliance with Data Protection Laws:

Adhering to this EOI the Service Provider agrees to comply with the provisions of the Digital Personal Data Protection Act, 2023 (DPDPA) and Information Technology Act, 2000 while processing personal data for the development, operation, or maintenance of the Deliverables.

- ii. Obligations of the Service Provider shall include:
  - Data Minimisation: Only process data for the agreed purposes.
  - Security Measures: Implement robust security measures, including encryption, access controls, and regular audits, to protect personal data from unauthorised access or breaches.
  - Data Subject Rights: Enable NCEL to comply with obligations under the DPDPA,
     2023 including facilitating the rights of data subjects, such as access,
     correction, and deletion of personal data.

### iii. Data Transfers:

The Service Provider shall ensure that any cross-border data transfers comply with the provisions of the DPDPA, 2023 and ensuring data protection measures in the recipient jurisdiction.

### iv. Breach Notification:

In case of any data breach, the Service Provider shall promptly notify NCEL and

provide all necessary support to mitigate risks and ensure compliance with regulatory reporting requirements.

### v. Return or Deletion of Data:

Upon termination or expiration of the agreement, the Service Provider shall return or securely delete all personal data processed on behalf of NCEL, unless otherwise required by applicable laws.

### 18. Governing Jurisdiction

This EOI is governed by Indian laws, and the courts of New Delhi shall have exclusive jurisdiction, subject to any dispute.

### Annexure 1

Bid Submission Form
[On the Letterhead of the Bidder]
Date:
To, The Managing Director, National Cooperative Export Limited (NCEL), World Trade Centre, Tower I
New Delhi
Subject: Submission of Bid for [Insert Name of the Tender/EOI]
Dear Sir/Madam,
We, the undersigned, submit our bid for <b>EOI No.: RI001002</b> in accordance with the conditions and requirements specified in the Tender/EOI document. We declare as follows:
1. Bid Details
<ul><li>Name of the Bidder/Entity:</li></ul>
Registered Address:
o Contact Person Name:
o Designation:
O Phone Number:
<ul><li>Email Address:</li></ul>
2. Compliance
a tat 1

- We have read and understood the Tender/EOI documents and agree to abide by the terms and conditions stipulated therein.
- We confirm that the information furnished by us in this bid is true, accurate, and complete to the best of our knowledge and belief.

### 3. **Declaration**

- We hereby confirm that we have not been blacklisted or debarred by any Government/Semi-Government organization, public sector undertaking, or any other entity in India or abroad.
- We undertake to adhere to ethical business practices and abide by the provisions of the Integrity Pact, if applicable.

### 4. **Bid Amount** (if applicable)

 Our financial bid has been submitted separately as per the prescribed format.

### **5. Supporting Documents**

• We have enclosed all relevant documents as required in the Tender/EOI document.

### 6. Authorized Signatory

• We confirm that the undersigned is duly authorized to sign and submit this bid on behalf of the entity.

We request NCEL to kindly accept our bid for evaluation and consideration.

Yours faithfully,

### For and on behalf of [Name of Bidder/Entity]

Signature	
Designation	
Contact	
Date	
Steal/Stamp of the Ridder	

### **Enclosures:**

- 1. Copy of Registration Certificate.
- 2. Copy of PAN/GST/Tax Identification Number.
- 3. Power of Attorney/Authorization Letter for Authorized Signatory.
- 4. Relevant Certifications/Work Experience Documents.
- 5. Any other document as specified in the Tender/EOI

# Annexure 2 **Format for Technical Proposal** [On the Letterhead of the Bidder] Date: To, The Managing Director, National Cooperative Export Limited (NCEL), World Trade Centre, Tower I New Delhi **Subject:** Submission of Technical Proposal for [Insert Name of the Tender/EOI] Dear Sir/Madam, We, the undersigned, submit our Technical Proposal for EOI No.: RI001002 in accordance with the requirements specified in the Tender/EOI document. A. General Information 1. Name of the Bidder/Entity: 2. Registered Address: \_\_\_\_\_3. Contact Person: \_\_\_\_\_ 4. Designation: 5. Phone Number: 6. Email Address: 7. Year of Establishment: \_\_\_\_\_ 8. Legal Status (Company/LLP/Proprietorship/Other): \_\_\_\_\_ 9. Registration Number: \_\_\_\_\_ 10. PAN/GST Details: \_\_\_\_\_

### **B.** Technical Qualifications and Experience

### 1. Experience Details:

• Provide details of similar assignments/projects handled in the last [5] years.

 Include Client Name, Project Description, Duration, Value, and Outcome/Impact.

Client Name	Project Description	Duration	Value (INR)	Outcome

### 2. Key Personnel Details:

• Provide the qualifications, experience, and role of key personnel proposed for this assignment.

Name	Designation	Qualification	Experience	Role in Project

### 3. Work Plan and Methodology:

- Provide a detailed description of the approach and methodology to be adopted for executing the project, including timelines and deliverables.
- Attach a project schedule if applicable.
- Technical Infrastructure/Capabilities: Describe the infrastructure, tools, and resources available to undertake the project.

### C. Certifications and Compliance

- 1. Attach copies of relevant certifications or accreditations.
- 2. Confirm adherence to any specified technical standards or compliance requirements mentioned in the Tender/EOI document.

### **D. Supporting Documents**

- 1. Copy of Work Orders/Completion Certificates from previous clients.
- 2. Resumes/CVs of Key Personnel.
- 3. Certificates of Technical Competence, if applicable.

### **Authorized Signatory**

Signature:	
Name:	
Designation:	
Contact:	
Seal/Stamp of the Bidder:	

### **Enclosures:**

- 1. Project Details (Supporting Documents).
- 2. CVs of Key Personnel.
- 3. Certifications/Accreditations.
- 4. Any other supporting document as required.

# Annexure-3 Format for Financial Proposal [On the Letterhead of the Bidder] Date: \_\_\_\_\_\_ To,

The Managing Director, National Cooperative Export Limited (NCEL), World Trade Centre, Tower I New Delhi.

**Subject:** Submission of Financial Proposal for [Insert Name of the Tender/EOI]

Dear Sir/Madam,

We, the undersigned, submit our Financial Proposal for **EOI No.: RI001002** in accordance with the Tender/EOI document and the terms and conditions specified therein.

### A. Financial Quote

Description of Service	Unit/ Quantity	Rate per unit	Total Amount (INR)
1.			
2.			
Sub-Total			Sub-Total

### **B.** Taxes and Duties:

Description	Rate %	Amount (INR)	
GST			
Other Tax (Specify)			
Total Taxes &			

Duty		
Ducy		

Grand Total (Inclusive of All Taxes):.....

### **C. Payment Term:**

Specify proposed payment milestones, if applicable, or confirm adherence to the payment terms mentioned in the Tender/EOI document.

### D. Validity of Proposal

We confirm that this Financial Proposal shall remain valid for a period of [Insert Number] days from the last date of submission of the Tender/EOI.

### **Declaration**

I/We declare that the prices quoted are firm and final, inclusive of all applicable taxes, duties, and other charges. There are no hidden costs or conditions attached to this Financial Proposal.

We understand that NCEL reserves the right to accept or reject our proposal without assigning any reason.

Thank you for considering our proposal.

Yours faithfully,

### **Authorized Signatory**

Signature:
Name:
Designation:
Contact:
Seal/Stamp of the Bidder

### **Enclosures:**

- 1. Detailed cost breakup, if applicable.
- 2. Any other supporting documents required as per the Tender/EOI.

### Annexure 4

### **Declaration of Compliance**

[On the Letterhead of the Bidder]

Date:	

To,
The Managing Director,
National Cooperative Export Limited (NCEL),
World Trade Centre, Tower I
New Delhi.

**Subject:** Declaration of Compliance with Tender/EOI Requirements

Dear Sir/Madam,

We, the undersigned, hereby declare that we have thoroughly reviewed and understood the terms, conditions, and requirements specified in the Tender/EOI document **EOI No.: RI001002** issued by National Cooperative Export Limited (NCEL).

We confirm that:

### 1. Compliance with the Tender Requirements:

- We fully comply with the scope of work, technical specifications, and other requirements mentioned in the Tender/EOI document.
- We meet all the eligibility criteria as specified in the Tender/EOI.

### 2. No Deviation or Conflict:

- We have not taken any deviation from the terms and conditions mentioned in the Tender/EOI document.
- Our bid does not have any conflict of interest as per the guidelines provided in the Tender/EOI document.

### 3. Acceptance of Terms and Conditions:

- We accept all the terms and conditions, including those related to payment, contract duration, and penalties, as stipulated in the Tender/EOI.
- We understand and agree that NCEL reserves the right to reject our bid if any non-compliance is found.

### 4. Accuracy and Authenticity:

• The information and documents submitted by us are accurate, authentic, and complete.

• We shall provide any additional information or clarification required by NCEL during the evaluation process.

### 5. **Genuine Intent:**

• We submit this declaration and our bid with genuine intent and in the best interest of the project.

We understand that any misrepresentation, false declaration, or breach of this compliance declaration may result in the rejection of our bid and/or blacklisting by NCEL.

Thank you for the opportunity to participate in this tender/EOI process.

Yours faithfully,

### **Authorized Signatory**

Signature:
Name:
Designation:
Contact:
Seal/Stamp of the Bidder:

**Enclosures:** Supporting documents as per the Tender/EOI requirements.

### Annexure 5

### **Submission of Checklist**

[On the Letterhead of the Bidder]

To, The Managing Director, National Cooperative Export Limited (NCEL), World Trade Center, Tower I New Delhi

**Subject:** Submission of Checklist for Bid Submission

Dear Sir/Madam,

We, the undersigned, hereby submit our bid in response to **EOI No.: RI001002**. We confirm that the following documents and details have been included in our submission:

### **Checklist for Bid Submission**

S. No.	Document/Details	Submitted (Yes/No)	Remarks
1	Bid Submission Form (Annexure-1)		
2	Technical Proposal		
3	Financial Proposal		
4	Declaration of Compliance		
5	Data Processing Schedule		
6	Incorporation Certificate		
7	Signed/Stamped Tender/EOI Document		
8	Supporting documents for eligibility criteria		

9	Copy of PAN card/ Tax Identification Number (TIN)	
10	Copy of GST Registration Certificate	
11	Audited financial statements for last 2 financial years	
12	Power of Attorney/Authorization Letter	
13	Integrity Pact	
14	CA certificate for turnover and net worth	
15	Any other document as required by the tender/EOI	

We affirm that the above checklist is accurate and complete to the best of our knowledge. We understand that incomplete or missing documents may result in the disqualification of our bid.

We remain available to provide any additional information or clarification required during the evaluation process.

Thank you for the opportunity to participate in this tender/EOI process.

Yours faithfully,

### **Authorized Signatory**

Signature:
Name:
Designation:
Contact:
Seal/Stamp of the Bidder:

### Annexure 6

### **Integrity Pact**

This Integrity Pact (hereinafter referred to as the "Pact") is entered into on this...... day of......, **2024**, by and between:

**National Cooperative Exports Limited (NCEL)** (Hereinafter referred to as the "Buyer," which expression shall, unless repugnant to the context or meaning thereof, include its successors, representatives, and permitted assigns),

### **AND**

M/	'S,		
•	company/partnership firm/LLP/proprietorship having its registered office		
at.	(hereinafter referred to as the "Bidder/Service Provider," which		
exp	pression shall, unless repugnant to the context or meaning thereof, include its		
successors, representatives, and permitted assigns).			

### **Preamble**

NCEL values full transparency, fairness, and integrity in its dealings with its service providers, bidders, and contractors. To achieve these goals, NCEL has implemented this Pact as a binding commitment between the Buyer and the Bidder/Service Provider to ensure ethical conduct during E-Procurement process and the execution of contracts.

### 1. Commitments of the Buyer

The Buyer undertakes the following:

- 1.1. To ensure a fair and transparent procurement process. 1.2. To prevent any undue advantage to any Bidder/Service Provider during the EOI process.
- 1.3. To disclose all relevant information to all participating Bidders/Service Providers to ensure a level playing field.
- 1.4. To refrain from demanding or accepting any bribe, gift, or other form of undue favor from any Bidder/Service Provider.

### 2. Commitments of the Bidder/Service Provider

The Bidder/Service Provider commits to the following:

2.1. To refrain from offering, promising, or giving any undue advantage, whether financial

or otherwise, directly or indirectly, to any employee or representative of the Buyer. 2.2. To act transparently and refrain from any anti-competitive practices such as agreements cartelization, or undisclosed collusion. with other 2.3. To disclose the names and addresses of agents, representatives, and intermediaries engaged in relation to this EOI. 2.4. To promptly report to the Buyer any instance of fraudulent activity, corruption, or unethical practices related this EOI process. to 2.5. To provide truthful and complete information in the bid and supporting documents.

### 3. Sanctions for Violations

- 3.1. The Buyer reserves the right to take appropriate actions against the Bidder/Service Provider for violations of this Pact, including but not limited to:
  - Rejection of the bid or termination of the contract.
  - Forfeiture of Earnest Money Deposit (EMD) or Performance Bank Guarantee (PBG).
  - Blacklisting of the Bidder/Service Provider for a specified period.
  - Filing of criminal or civil suits as deemed necessary.
- 3.2. If any employee of the Buyer is found to be involved in unethical practices, the Buyer shall take appropriate disciplinary actions against such employees.

### 4. Independent External Monitor (IEM)

4.1. The Buyer may appoint an Independent External Monitor (IEM) to oversee the implementation of this Pact. 4.2. The IEM shall have access to all relevant documents and information of the Buyer and Bidder/Service Provider for the purpose of independent and objective monitoring. 4.3. The IEM may submit periodic reports on violations, if any, to the Buyer's management.

### 5. Duration of the Pact

- 5.1. This Pact begins upon submission of the bid/EOI by the Bidder/Service Provider and remains in effect throughout the validity of the contract, including any extensions or modifications.
- 5.2. This Pact shall expire after successful completion of the contract or upon mutual agreement of the parties.

### 6. Jurisdiction and Dispute Resolution

6.1. All disputes arising under this Pact shall be subject to the exclusive jurisdiction of the courts in New Delhi, India. 6.2. Efforts shall be made to resolve disputes amicably before resorting to legal proceedings.

### 7. Miscellaneous Provisions

7.1. Any changes or modifications to this Pact shall be made in writing and signed by authorized representatives of both parties.

- 7.2. The Bidder/Service Provider agrees to display this Pact on its company website, if applicable.
- 7.3. Each party shall bear its own costs related to the execution of this Pact.

## **Signatures**

2. \_\_\_

For <b>NCEL</b> Authorized Representative: Designation: Date:
For <b>Bidder/Service Provider</b> Authorized Representative: Designation:
Witnesses:

(On the letter head of CA)	
Certified that M/s(Name of the bidder)_	nancial Turn-over having its Registered Office at rage financial turnover of
during each of the last 2 Financial Years. Th	
Financial Year	Turn Over
2022-23	
2023-24	
This certificate is issued based on docuproduced to me and copies of which are avai	bidder) as per the audited balance sheet of amentary evidences and audited Accounts lable with me which I shall be able to produce rue and correct to the best of my knowledge
Signature:	
Name of the person signing:	
Designation:	Chartered Accountant
Name of the firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	
Date: Place:	

Annexure 7

