

REQUEST FOR PROPOSAL FOR

**Appointment of Transaction Advisor Services for the creation of a
National Agriculture Market(NAM)**



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REQUEST FOR PROPOSAL FOR TRANSACTION ADVISOR

1. INTRODUCTION

- 1.1** Small Farmers' Agribusiness Consortium (SFAC), a Society under the Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India has been mandated as the lead promoter by DAC to set up the National Agriculture Market (NAM). The objective of the project is to create an online platform which will integrate the APMC regulated market yards across the States to create a unified National Agriculture Market (NAM) . SFAC will roll out the NAM in partnership with a Strategic Partner (SP), which will be responsible for developing, running and maintaining the proposed e-marketing platform.

SFAC wishes to contract the services of Transaction Advisor (TA) to assist in the development of detailed proposal for NAM, preparation of bidding documents, e-tendering process for selection of SP and related services. The task of the TA is limited till the final selection of the SP and signing of the MoA.

1.2 SCOPE OF WORK:

The detailed scope of work of the TA is as follows: -

- I. Preparation of a detailed proposal for NAM in close consultation with SFAC, experts, market players etc
- II. Preparation of bid documents, including but not limited to the RFP, Concession Agreement, clarifications to bidders and other facilitation of bid process.
- III. Assistance in the final selection of the Strategic Partner (SP) and drawing-up legal vetting and process in the signing of the Memorandum of Agreement (concession agreement).

1.3 Request for Proposal

SFAC invites proposals from reputed agencies with experience in similar projects to offer services as TA through e-tendering process in accordance with detailed guidelines contained in this document.

1.4 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and by sending written queries to SFAC.

1.5 Availability of RFP Document

The e-bidding documents may be downloaded from our website www.sfacindia.com & *Central Public Procurement Portal (CPPP)* - <https://eprocure.gov.in/eprocure/app>.

1.6 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD").

1.7 Brief description of the Selection Process

SFAC has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1 by a technical evaluation committee (the "Technical Evaluation Committee"), to be appointed by SFAC. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.1. In the second stage, the financial evaluation will be carried out as specified in Clause 3.3. The Applicant quoting the Lowest Fee would be selected as the Transaction Adviser as per clause 3.4.

1.8 Schedule of Selection Process

SFAC would endeavor to adhere to the following schedule:

Sr.No.	Event Description	Estimated Date & Time
1.	Advertisement and tender uploading on CPP portal	01-06-2015 at 1700 hrs
2.	Pre- Bid Conference	08-06-2015 at 1500 hrs
3.	SFAC response to queries	12-06-2015 at 1500 hrs
4.	Proposal Due Date and Time	22-06-2015 at 1500 hrs
5.	Bids opening Date and Time	22-06-2015 at 1530 hrs
6.	Letter of Award (LOA)	26-06-2015
7.	Signing of Agreement	Within seven days from the date of award of work

1.9 Pre-bid Meeting:

A pre-bid meeting of all intending Bidders will be held at SFAC office on 8 June 2015 at 1500 Hrs. Intended Bidders will be allowed to seek clarification, if any.

1.10 Communications

All communications should be addressed to:

Director (Projects), SFAC, NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016.
sfac@nic.in

1.11 The Official Website of SFAC is :

www.sfacindia.com

1.13 Earnest Money/ Bid Security:

- 1.13.1** The Bidder shall deposit with SFAC a sum of Rs. 5 Lakhs as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order/FDR in favour of SFAC
- 1.13.2** The failure or omission to deposit the Earnest Money shall disqualify the Bid and SFAC shall exclude from its consideration of such disqualified Bid(s).
- 1.13.3** If the successful Bidder does not submit the performance security in the prescribed time limit or fails to sign the agreement bond, Earnest Money Deposit of the successful bidder will be forfeited by this office.
- 1.13.4** The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the office and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1** Detailed description of the objectives, scope of services, deliverables and other requirements related with this proposal are specified in this RFP. In case an applicant firm considers that it possesses the requisite experience and the capabilities required for undertaking the proposal, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium (up to two members) of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2** Applicants are advised that the selection of Transaction Advisor shall be on the basis of an evaluation by SFAC through the Selection Process specified in this RFP. Applicants will be deemed to have understood and agreed that no explanation or justification of any aspect of the Selection Process will be given and that SFAC's decisions are without any right of appeal whatsoever.

2.1.3 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Essential Educational Qualification	Length of Professional Experience	Minimum Experience on Eligible Assignments
Team Leader(Project Management Expert)	MBA	10 years	Project development including familiarity with project agreements, tendering arrangements, project structuring, risk management and successful project implementation of at least 3 projects with at least one related to agri-business.
Financial Expert	CA or MBA(Finance)	8 years	He should have worked in the similar assignments and should have experience in drafting contracts and dealing with procurement and related issues especially from the financial and legal perspectives.
Technical Expert	Post Graduate in Agriculture/Agribusiness	8 years	He should have experience of working on agriculture/agribusiness projects and commodity management, procurement, trading etc
Legal Expert	LLB/LLM	8 years	He should have experience in contract and procurement related matter.
IT Expert	Graduate Engineer (CS, IT, Electronics) or Post-Graduate in Computer Science and allied fields (MCA, M.Sc.)	8 years	System Analysis and Development of Application Software. Design, Development and Maintenance of Database-Driven Web Site.

2.2 Conditions of Eligibility of Applicants

- 2.2.1** The Applicant must have direct experience as TA in at least five projects. Out of above, one should be a project that is relevant to the sector i.e., Agriculture Supply Chain, Agribusiness Project Management. The projects quoted for experience should be of minimum value of Rs. 50 crores each.
- 2.2.2** The Applicant must have average annual turnover of Rs. 50 crores during last three financial years as per the format at Form - 5 of Appendix-1. A certificate from statutory auditor / CA must be submitted along with the proposal.
- 2.2.3** The Applicant shall offer and make available Key Personnel meeting the requirements specified in the table.
- 2.2.4** The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-1, authorising the signatory of the Proposal to commit the Applicant.
- 2.2.5** Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.6** An Applicant in the last three years, should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.3** While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1** An Applicant shall not have a conflict of interest (the "Conflict of Interest"), as specified in this clause 2.3 or otherwise. Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.3.2** SFAC requires that the Transaction Advisor provide professional, objective, and impartial advice and at all times hold SFAC's interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The Transaction Advisor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of SFAC.
- 2.3.3** An Applicant, as well as any of its affiliates, eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project (other than a continuation of the firm's earlier consulting services) and any breach of this obligation shall be construed as Conflict of Interest.

2.4 Number of Proposals

An Applicant is eligible to submit only one Application for Transaction Advisor. An

Applicant applying individually or as a member of a Consortium (up to two members) shall not be entitled to submit another application either individually or as a member of any Consortium as the case may be.

2.5 Cost of Proposal

The Applicant shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. SFAC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Certain Representations of the Applicant

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from SFAC; and
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of SFAC.
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement; and
- (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 SFAC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by SFAC.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, SFAC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 SFAC reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or uncovered, or (b) the Applicant does not provide, within the time specified by SFAC, the supplemental information sought by SFAC for evaluation of the Proposal. Such misrepresentation/ improper response would lead to the disqualification of the Applicant. If the Applicant is a consortium, then the entire consortium would be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then SFAC reserves the right to:

- (i) consider the next best Applicant; or
- (ii) take any such measure as may be deemed fit in the sole discretion of SFAC, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre - Bid conference
- 6 Miscellaneous

Schedules

1. Terms of Reference
2. Obligations
3. Deliverables
4. Time Schedule
5. Payment Schedule

Appendices

Appendix-1: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of the Applicant
- Form 6: Proposed Methodology and Work Plan
- Form 7: Experience of the Applicant
- Form 8: CV of Professional Personnel
- Form 9: Tender Acceptance Letter

Appendix - 2 Financial Proposal

Form 1: Financial Proposal (BOQ)

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with **Clause 1.10**. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.8. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Proposal Due Date.

SFAC would endeavor to respond to the queries not later than 15 (fifteen) days before Proposal Due Date. The responses will be sent by fax or e-mail. SFAC will post the reply to all such queries on the Official Website.

2.9.2 SFAC shall endeavor to respond to the queries raised or clarifications sought by the Applicants. However, SFAC reserves the right not to respond to any question or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring SFAC to respond to any question or to provide any clarification.

2.9.3 SFAC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by SFAC shall be deemed to be part of the RFP. Verbal clarifications and information given by SFAC or its employees or representatives shall not in any way or manner be binding on SFAC.

2.10 Amendment of RFP

2.10.1 At any time prior to the deadline for submission of Proposal, SFAC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum / Corrigendum.

2.10.2 The amendment will be notified *through a consolidated Corrigendum/Addendum on CPP Portal* and this will be binding on all the bidders..

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum / Corrigendum into account, or for any other reason, SFAC may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format of Proposal

2.12.1 The Applicant shall provide all the information sought under this RFP. SFAC would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 *The bid prepared by the bidder shall comprise of the following components: - A technical bid and a financial bid.*

The technical proposal should comprise of the following documents:

- i) Scanned copy of EMD - Bid Security furnished in accordance with clause 1.13.*
- ii) Scanned copy of Pre-qualification proposal - Documentary evidence established in accordance with clause 2.2 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted,*
- iii) Scanned copy of Detailed technical proposal - Documentary evidence established in accordance with clause 2.13*
- iv) Scanned copy of Tender Acceptance Letter*

The Financial proposal should contain total cost completed in accordance with clauses 2.14 and BOQ as per the format at Form - 1 of Appendix-2. Price Bid should be prepared only in Excel sheet for BoQ (Bill of Quantity) provided along with this tender.

2.12.3 The Proposal shall be signed by the authorized signatory of the Applicant who shall initial each page. The Proposals must be properly signed as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorised person (the “Authorised Representative”) holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (iv) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.12.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by SFAC, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.16.1.

2.13 Technical Proposal

2.13.1 The Technical Proposal should be submitted in the format at **Appendix-1** (the “Technical Proposal”).

2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) CVs of all Professional Personnel have been submitted;
- (b) Key Personnel have been proposed only if they meet the Eligibility criteria laid down at

Clause 2.1.3 of the RFP;

- (c) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (d) the CVs have been recently signed in blue ink by the Key Personnel and countersigned by the Applicant.
- (e) the CVs shall contain an undertaking from the Key Personnel about their availability for consultation with SFAC official as & when required.
- (f) the Key Personnel proposed have a good working knowledge of English language.

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.13.4 If an individual Key Personnel makes an averment regarding his qualification, experience, age, and it turns out to be false, or his commitment regarding availability for the project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment in SFAC. The award of this Consultancy to the Applicant shall also be liable to cancellation in such an event.

2.13.5 The Technical Proposal must not include any financial information.

2.13.6 The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Transaction Advisor should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel should also be submitted in the format at Form-8 of **Appendix-1**.

2.13.7 SFAC reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.13.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Transaction Advisor either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Applicant or Transaction Advisor, as the case may be.

2.14 Financial Proposal

2.14.1 The Financial proposal should contain total cost completed in accordance with clause 2.14.2 and BOQ. Financial Bid should be prepared only in Excel sheet for BoQ (Bill of Quantity) as per the format at Form - 1 of Appendix-2, provided along with this tender.

2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, in the field, office etc, accommodation, local transportation, equipment, printing of documents etc.
- (ii) For financial evaluation, **total cost without taxes** of financial proposal will be considered. This however, does not include service tax, which is reimbursable..
- (iii) Costs shall be expressed in INR.

2.15

2.15.1 Submission of Proposal

The bidders shall submit their bids only on c-ppp portal (on-line). Detailed instructions to bidders for on-line bid submission is given below:

Instructions to Bidders for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.***
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.***
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.***
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.***

- 5) *Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.*
- 6) *Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.*

SEARCHING FOR TENDER DOCUMENTS

- 1) *There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.*
- 2) *Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.*
- 3) *The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.*

PREPARATION OF BIDS

- 1) *Bidder should take into account any corrigendum/addendum published on the tender document before submitting their bids.*
- 2) *Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.*
- 3) *Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.*
- 4) *To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.*

SUBMISSION OF BIDS

- 1) *Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.*

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.**
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.**
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.**
- 5) If the prices bid has been given as a standard BoQ format with the tender document, then the same is downloaded and to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.**
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.**
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.**
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.**
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.**

2.15.2 ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.**
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.**

2.15.3 The rates quoted shall be firm throughout the period of performance of the assignment and

discharge of all obligations of the Transaction Advisor under the Agreement.

2.16 Proposal Due Date

2.16.1 Proposal should be submitted before 1500 hrs on the Proposal Due Date *on c-ppp portal (online)*.

2.16.2 SFAC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.17 Modification/ substitution/ withdrawal of Proposals

Bidders may note that the system allows the bidder to modify / withdraw his / her bid at any time before the close of the deadline for submission. This action does not require any written approval in the system.

D. EVALUATION PROCESS

2.19 Evaluation of Proposals

2.19.1 SFAC will open bids at the time and date specified in the invitation for bids. The bidders can witness the bid opening from their own computers on the CPP Portal without the need for physical presence.

2.19.2 SFAC shall subsequently examine and evaluate the Proposals in accordance with the provisions set out in Section 3.

2.19.3 Test of responsiveness

Prior to evaluation of Proposals, SFAC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- (a) it is received as per the Forms at **Appendix-1** (Technical Proposal) and Forms at **Appendix-2** (Financial Proposal);
- (b) it is signed as stipulated in Clause 2.12.3;
- (c) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;
- (d) it contains all the information (complete in all respects) as requested in the RFP;
- (e) it contains information in the formats specified in this RFP; and
- (f) it does not contain any condition or qualification; and
- (g) it is not non-responsive in terms hereof.

2.19.6 SFAC reserves the right to reject any Proposal which is non-responsive.

2.19.7 SFAC would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.7 and the criteria set out in Section 3 of this RFP.

2.19.8 After the technical evaluation, SFAC would prepare a list of pre-qualified Applicants in terms of Clause 3.1 for opening of their Financial Proposals. A date, time will be notified on CPP portal for the result of technical evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants

who choose to remain present. SFAC will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out as per Clauses 3.3.

2.19.9 Applicants are advised that Selection will be entirely at the discretion of SFAC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.19.10 Any information contained in the Proposal shall not in any way be construed as binding on SFAC but shall be binding against the Applicant if any Consultancy is subsequently awarded to it under the Selection Process on the basis of such information.

2.19.11 SFAC reserves the right not to proceed with the Selection Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising SFAC in relation to or matters arising out of, or concerning the Selection Process. SFAC will treat all information submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. SFAC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or SFAC.

E. APPOINTMENT OF TRANSACTION ADVISOR

2.21 Substitution of Key Personnel

2.21.1 SFAC expects all the proposed Key Personnel to be available during signing of the Agreement. SFAC will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to one Key Personnel and subject to equally or better qualified and experienced personnel being provided to the satisfaction of SFAC. Such substitution shall be subject to reduction of remuneration equal to 20% of the remuneration specified for the original Key Personnel.

2.21.2 Substitution of the Team Leader (Project Management Expert) will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.22 Indemnity

The Transaction Advisor shall, subject to the provisions of the Agreement, indemnify SFAC for any direct loss or damage that is caused due to any deficiency in services.

2.22 Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the next eligible Applicant may be considered.

2.23 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement. The Agreement shall come into force and effect on the date of signing which shall be deemed to be the effective date (the “Effective Date”)

2.24 Commencement of Assignment

The Transaction Advisor shall commence the Services within seven days of the date of effectiveness of the Agreement.

2.25 Proprietary data

All documents and other information supplied by SFAC or submitted by an Applicant to SFAC shall remain or become the property of SFAC. Applicants are to treat all information as strictly confidential SFAC will not return any Proposal or any information provided along therewith.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposal

The evaluation of Technical Proposal will be made on the basis of qualification and experience of the Transaction Advisory firm as well as the project team proposed by the Transaction Adviser for this assignment.

- 3.2** The Transaction Adviser, who does not possess the required qualifications and experience will not be considered for opening of Financial Proposal. Authority reserves the right to judge, appraise, and reject any or all proposals.

3.3 Evaluation of Financial Proposal

For financial evaluation, **total cost without taxes** of financial proposal (BOQ) will be considered. This however, does not include service tax, which is reimbursable. The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).

- 3.4** The Applicant quoting the Lowest Fee would be selected as the Transaction Adviser. The Authority will notify the selected Transaction Adviser in writing.
- 3.5** After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with Authority to provide the envisaged services described in the Scope of work.

4. FRAUD AND CORRUPT PRACTICES

- 4.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. SFAC shall reject a Proposal, without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 4.2** Without prejudice to the rights of SFAC under Clause 4.1 herein above and the rights and remedies which SFAC may have under the LOA or the Agreement, if an Applicant or Transaction Advisor, as the case may be, is found by SFAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Transaction Advisor shall not be eligible to participate in any tender or RFP issued by SFAC during a period of 2 (two) years from the date such Applicant or Transaction Advisor, as the case may be, is found by SFAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them: (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official SFAC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at

any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;

“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by SFAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-BID CONFERENCE

- 5.1** Pre-Bid Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2** During the course of Pre-Bid conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2** SFAC , in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) retain any information and/or evidence submitted to SFAC by, on behalf of and/or in relation to any Applicant; and/or
 - (c) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases SFAC , its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4** All documents and other information supplied by SFAC or submitted by an Applicant shall remain or become the property of SFAC . Applicants are to treat all information, as strictly confidential. SFAC will not return any submissions.
- 6.5** SFAC reserves the right to make inquiries with any of the Clients listed by the Applicants in their previous experience record.
- 6.6** Applicants or any of their affiliates shall not be hired for any assignment, which by its nature, may be in conflict with other assignment of the Applicant.
- 6.7** Applicants are advised that SFAC will not respond to any enquiries or enter into communication concerning or relating to Selection Process.

SCHEDULES

SCHEDULE – 1**ANNEXURE 1 - TERMS OF REFERENCE****1 Scope of Services**

The detailed scope of work of the TA is as follows: -

- I. Preparation of a detailed proposal for NAM in close consultation with SFAC, experts, market players etc
- II. Preparation of bid documents, including but not limited to the RFP , Concession Agreement, clarifications to bidders and other facilitation of bid process.
- III. Assistance in the final selection of the Strategic Partner (SP) and drawing-up legal vetting and process in the signing of the Memorandum of Agreement (concession agreement).

2 Obligations of “The Transaction Advisor”

- a) The personnel of the Transaction adviser shall not be the personnel of the SFAC and they shall not claim any salary or allowances, compensation, damages or anything arising out their deployment/duty from SFAC under this contract. The Transaction adviser shall make them known about this position in writing before deployment under this agreement.
- b) Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- c) All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with SFAC.

3 Deliverables: Key Deliverables and Time Schedule

Time schedule (Key Dates) for submission of important deliverables, shall be determined by the maximum permissible number of days from the Effective Date of the Agreement (the “Key Date”).

Sr.No.	Description of deliverables	No. of days (Cumulative)
1	Submission of Proposal	10
2	Draft Bid documents (including RFP)	20
3	Final Bid documents (including RFP)	30
4	Evaluation and award of work	45
5	Signing of agreement	60

Note: Approval process could be in the form of interactive sessions/meetings with SFAC.

ANNEXURE 2**5 Time & Payment Schedule**

5.1 The contract shall be awarded for a maximum period of 60 days, excluding any delay in granting approvals by SFAC to the draft reports/documents. The total duration for the transaction adviser shall be till the signing of agreement (may be extended further for a period due to delay in approvals / processing etc. as per requirement).

5.2 The payment schedule linked to the specified deliverables for each project are given below:

Sr.No.	Description of deliverables	No. of days (Cumulative)	Payment
1	Submission of Proposal	10	10% of total fee
2	Draft Bid documents (including RFP)	20	30% of total fee
3	Final Bid documents (including RFP)	30	20% of total fee
4	Evaluation and award of work	45	30% of total fee
5	Signing of agreement	60	10% of total fee

5.4 The payment towards the services will be made by the SFAC directly to the Transaction adviser on receipt of bill on completion of each Key Deliverable. The rates quoted shall be exclusive of any service tax or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable.

5.5 Payment for services provided under this contract shall be made on invoice prepared in duplicate by the Transaction adviser immediately after the completion of each Deliverable and accepted by the SFAC. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Transaction adviser/credited directly in Bank Account of the Transaction adviser. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

6. Project Progress

SFAC may review the progress of the work in weekly/ fortnightly meetings to be held in Delhi at SFAC office.

7. Consultancy Team and Project Office

7.1 The Transaction Advisor shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite experience.

8. Completion of Services All the consultancy outputs including primary data shall be compiled, classified and submitted by the Transaction Advisor to SFAC in soft form apart from the Deliverables indicated in Clause 3 above. The consultancy outputs shall remain the property of SFAC and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of SFAC. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Transaction Advisor by SFAC and issue of a certificate by SFAC to that effect.

APPENDICES

APPENDIX-1

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(Refer Clause 2.13.1)

(On Applicant's letter head)

(Date and Reference)

To,

Director

SFAC

NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area,

August Kranti Marg, Hauz Khas, New Delhi - 110016

New Delhi – 110002 (India)

Sub: Appointment of Transaction Advisor to develop proposal for Project for SFAC

Dear Sir,

With reference to your RFP Document dated *****, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Transaction Advisor to develop a proposal for NAM for SFAC. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid Project.
4. I/We shall make available to SFAC any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of SFAC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Document, including any Addendum issued by SFAC.
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with SFAC or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Transaction Advisor, without incurring any liability to the Applicants in accordance with Clause 2.7 of the RFP document.
9. I/We declare that We/any member of the consortium, are/ is not a Member of a/any other Consortium applying for Selection as a Transaction Advisor.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SFAC and / or the Government of India in connection with the selection of Transaction Advisor or in connection with the Selection Process itself, in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/We shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

17. In the event of my/our being selected as the Transaction Advisor, I/We agree to enter into an Agreement with SFAC.

18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SFAC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory) (Name and seal of the Applicant / Lead Member)

APPENDIX-1
Form-2
Particulars of the Applicant

1.1	Title of Consultancy: Transaction Advisor to develop proposal for NAM:
	Preparing Project for SFAC
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm
	or
	Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Particulars of individual(s) who will serve as the point of contact/ communication with SFAC: (a) Name: (b) Designation: (c) Company: (d) Address: (e) Telephone Number:

	<p>(f) E-Mail Address :</p> <p>(g) Fax Number:</p> <p>Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant: Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No. :</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for the poor quality of work in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iii) Has the Applicant/ member ever failed, in last five years, to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iv) Has the Applicant or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p>

	<p>v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at ii) to v) is yes, the Applicant is not eligible for this consultancy assignment</p>
<p>1.7</p>	<p>Does the Applicant’s firm/company (or any member of the consortium) combine functions as a Transaction Advisor or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, then for this work does the Applicant (and other member of the Applicant’s consortium) agree to limit the Applicant’s role only to that of a Transaction Advisor / adviser and to disqualify themselves, their associates/ affiliates and/or parent organization subsequently from work on this project in any other capacity (including tendering relating to any goods or services for any part of this project) other than that of Transaction Advisor and/or adviser for SFAC?</p> <p style="text-align: right;">Yes/No</p>
<p>1.8</p>	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Transaction Advisor, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Transaction Advisor?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of Transaction Advisor / designer for SFAC only?</p> <p style="text-align: right;">Yes/No</p>

APPENDIX-1

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

Director

SFAC

NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area,

August Kranti Marg, Hauz Khas, New Delhi - 110016

New Delhi – 110002 (India)

Dear Sir,

We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid out in the RFP process.

We have agreed that _____ (insert Applicant's name) will act as the Lead Member of our consortium.

We have agreed that _____ (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has/have been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorised Signatory

For and on behalf of _____

*Please strike out whichever is not applicable

APPENDIX-1

Form-4

Power of Attorney

(Refer Clause 2.2.4)

Know all men by these presents, We, _____ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms _____ son/daughter/wife and presently residing at

_____, who is presently employed with us and holding the position of ***** as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisor to develop proposal for Project for SFAC but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses SFAC, representing us in all matters before SFAC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SFAC in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with SFAC.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 200*For _____

(Signature)

(Name, Title and Address)

Witnesses:

1.

[Notarised] 2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so

required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant:

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

APPENDIX-1

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 of RFP)

S. No.	Financial Year	Annual Turnover (Rs.)
1.		
2.		
3.		

Certificate from the Statutory Auditor

This is to certify that ***** (name of the Applicant) has annual turnover shown above against the respective years on account of professional fees.

Name of Authorised Signatory:

Designation:

Name of firm:

(Signature of the Authorised
Signatory)

Seal of firm

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-1

Form-6

Proposed Methodology and Work Plan

The descriptive part of submission under this will be detailed precisely under the following topics.

1) Understanding of TOR (not more than two pages)

The Applicant will submit his understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the TOR if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the Objectives laid down in the TOR.

2) Methodology and Work Plan [not more than three pages]

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. In case the Applicant is a consortium, it should specify how expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and quality assurance plan for carrying out the Consultancy Services.

APPENDIX-1

Form-7

Experience of the Applicant

(Refer Clause 3.1)

(1) S.No	(2) Name of Project	(3) Description of Assignment
1.		
2.		
3.		
4.		
5.		
6.		
7.		

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

APPENDIX-1

Form -8

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualification:

6. Employment Record:

(Starting with present position, list in reverse order, every employment held.)

7. List of projects on which the Personnel has worked

Project Name

Description of assignment performed

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Signature of the Professional _____

Place _____

Date _____

Counter signature of the Authorised Representative of the firm _____

Place _____

Date _____

Notes: Use separate form for each Key Personnel

Each page of the CV shall be signed by the Authorised Representative of the Applicant firm along with the seal of the firm.

APPENDIX-1
Form -9

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX 2

FINANCIAL PROPOSAL (BOQ)

(Refer Clause 2.14.1)

Form -1

Tender Inviting Authority: SFAC

Name of Work: Appointment of Transaction Advisor Services for the creation of a National Agriculture Market(NAM)

Contract No: SFAC/1-1/2/2015/-ABU (NAM)

Bidder Name :

PRICE SCHEDULE

(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)

"LI WILL BE CALCULATED ON THE BASIC OF TOTAL AMOUNT WIRHOUT SERVICE TAX"

NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder	Service Tax or any other tax	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words without Service Tax
1	2	13	14	53	54	55
1	Transaction Advisor Consultancy Services			0.0000	0.0000	INR Zero Only
Total in Figures				0.0000	0.0000	INR Zero Only
Quoted Rate in Words				INR Zero Only		