

REQUEST FOR PROPOSAL

FOR

**Appointment of Transaction Advisor
for augmenting National Agriculture Market (NAM)**

Contract No: SFAC/1-1/1/2017-ABU(NAM)

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



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REQUEST FOR PROPOSAL FOR TRANSACTION ADVISOR

1. INTRODUCTION

- 1.1 Department of Agriculture, Cooperation and Farmers' Welfare (DAC&FW), Ministry of Agriculture and Farmers' Welfare conceived a scheme to integrate the selected existing APMC regulated market yards across the States to create an online virtual market cutting across the geographical limitations with objective to provide online unified national market without boundaries for sale of agri-produces by the Farmers. This scheme was christened as National Agriculture Market (e-NAM). Small Farmers' Agribusiness Consortium (SFAC), a Society under the Department of Agriculture, Cooperation and Farmers' Welfare, Ministry of Agriculture & farmers' Welfare, Government of India has been appointed the Implementing Agency by Department of Agriculture, Cooperation and Farmers' Welfare (DAC&FW) to set up the National Agriculture Market (e-NAM). Nagarjuna Fertilizers & Chemicals Ltd., Hyderabad has been selected as the Strategic Partner to design, develop, test, implement, maintain, manage, enhance and modify the application set of modules forming the National Agriculture Market (NAM) and roll out the same in 585 selected markets. As on date, 455 mandis across 13 States are integrated on e-NAM portal. The present scheme aims to integrate 585 mandis by 31st March, 2018.

DAC&FW is contemplating to move beyond 585 markets for setting up the Unified National Agriculture Market, link up other e-trading portals of the country and make provisions for integration of such online e-trading portals with National Agriculture Market

In order to achieve the desired goals of the existing e-NAM and also to pass on the benefits of National Agriculture Market to all the stakeholders and assessment of it's effective implementation on field, along with the preparations of future road map as contemplated by the Department detailed above, **SFAC intends to appoint a Transaction Advisor for the scope of work mentioned in Schedule I (hereinafter referred to as the "Project") and briefly outlined in Section 1.2 below.**

1.2 SCOPE OF WORK

The broad role of the selected Transaction Advisor would be to assist SFAC (hereafter referred as Authority) over the next **Twenty Four (24) months** from the date of appointment extendable for such a period and terms and conditions as may be mutually agreed upon. The role would be comprehensive for successful implementation of the e-NAM, including

- Comprehensive assessment of the progress made by e-NAM, identification of gaps and suggested corrective measures thereof.
- Suggest and oversee solutions for development of robust platform for e-NAM beyond 585 markets, in terms of IT infrastructure, Physical Infrastructure including assaying labs, manpower, logistics etc
- Post Transaction Monitoring and Contract Management, i.e. payment, delivery, storage, transportation, quality issues, handling especially for inter-mandi / state trade;
- Suggest solutions for strengthening of online trade beyond e-NAM, with its integration to enable operations of alternate e-trade platforms, with robust IT platform.

- Recommend suitable Institutional & Regulatory Frameworks for Successful implementation of e-NAM to oversee the functioning of National Agriculture Market on pan India basis, with corresponding suggestions for the States/UTs
- Measures to develop Ecosystem for National Agriculture Market (backward and forward linkages).
- Suggest measures for establishment of seamless trade transactions across e-portals by inter alia
 - Uniform standards for all commodities across the country, development of harmonized quality parameters, trade terms, delivery and storage, agreement terms, including payment
 - Removal of storage and trade barriers
- Suggest measures for successful integration of warehouses accredited by WDRA for trading of primary / secondary stock
- To suggest frame-work for Dispute Resolution at Mandi / District/ State level, keeping in view the existing acts, rules and regulations governing e-Trade, payment, delivery, quality, logistics etc
- To carry out any additional assignment for development of robust National Agriculture Market, including smooth transition / transfer of existing activities / infrastructure to the newly formed institution, as and when required.

Please refer to the scope of work in Schedule I for further details

1.3 Request for Proposal

Proposals are invited 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 Central Public Procurement Portal (CPMP) <https://eprocure.gov.in/eprocure/app>. also available at SFAC website www.sfacindia.com.

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 single stage two envelop selection process (collectively the "Selection Process") for evaluating the Proposals. First, the 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 3.1.1. For the shortlisted bidders, financial evaluation will be carried out as specified in Clause 3.2. Proposals of shortlisted bidders will finally be ranked according to their financial scores as specified in Clause 3.3.

1.8 Schedule of Selection Process

S.N.	Event Description	Estimated Date & Time
1.	Tender Publishing on CPP portal	01-11-2017 at 1700 hrs
2.	Start of Query submission	02-11-2017 at 1000 hrs
3.	Pre-Bid Meeting	08-11-2017 at 1500 hrs
4.	Last date for receiving queries	14-11-2017 by 1700 hrs
5.	Issue of clarifications by Authority	22-11-2017 by 1700 hrs
6.	Start of Bid Submission	24-11-2017 at 1000 hrs
7.	Last date and time for Bid submission	11-12-2017 by 1500 hrs
8.	Opening of Technical Bids	12-12-2017 at 1500 hrs

1.9 Pre-bid Meeting:

A pre-bid meeting of all intending Bidders will be held at SFAC office on the date and time mentioned in Section 1.8. Intended Bidders will be allowed to seek clarification, if any.

1.10 Communications: All communications should be addressed to:

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

1.11 Official Website of SFAC : www.sfacindia.com

1.12 Official Website of e-NAM: www.enam.gov.in

1.13 Earnest Money/ Bid Security:

1.13.1 The Bidder shall deposit with SFAC a sum of Rs. 10 Lakh as interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft / FDR in favour of SFAC. Scanned copy of EMD should be uploaded on CPPP portal.

1.13.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and shall lead to exclusion of such disqualified Bid(s) from being considered for evaluation.

1.13.3 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. **Performance security shall be 10% of the quoted fee.**

1.13.4 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.

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. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. No consortium is permitted 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 final and binding without any right of appeal whatsoever.

2.1.3 Key Personnel

The Consultancy Team shall consist of the sufficient number of suitably qualified and experienced key personnel to complete the deliverables well within the timelines defined for each deliverable in section 4.1 of the schedule –1.

The team should consist of minimum following members from different domains like Agribusiness, IT, Project Management, Tendering, Banking, Risk management, Legal and Quality/ assaying and Logistics etc as under having sufficient exposure of projects related to Agribusiness with IT interface, Stock / Commodity Exchanges, Contract Management and in their respective domains. The Bidder will be required to deploy more resources initially to complete the tasks within strict time frame.

Key Personnel	Essential Educational Qualification	Length of Professional Experience	Minimum Experience on Eligible Assignments
Team Leader	BE / B.Tech / B.Sc. (Agri) with MBA / PGDBM from leading Management Institute	20 years	Project development including familiarity with project agreements, tendering arrangements, project structuring, risk management. He/she should have led the team in at least minimum 3(three) TA projects related to agri-business. Should have minimum working experience of 5 years in Govt. related projects.
Institutional Development Professional	BE / B.Tech / B.Sc. (Agri) with MBA / PGDBM from leading Management Institute	15 years	Proven track record for development of institutional framework in Govt. / private sector preferably of commodity exchange / market or similar type of projects. Should have minimum working experience of 5 years in Govt. related projects.

Banking Professional	CA or Graduation with Commerce / Economics MBA(Finance) or retired banking professional in rank of GM & above	12 years	He/she should have worked in the similar assignments and should have experience in the online payment system in at least 3 (three) eligible assignments especially from online banking perspectives. Persons with experience of development of settlement account will be preferred.
Agri-marketing Business Professional	MBA / PGDM in Agribusiness or Rural Management	12 years	He/she should have experience of working on agriculture/agribusiness projects and commodity management, procurement, trading in at least 2 (two) similar assignments. Should have field exposure of agri-commodity handling
Legal Professional	LLB	15 years	He should have experience in at least 2(two) eligible assignments especially from the legal perspectives for contract and procurement tender etc. Should have experience of Dispute Resolution, Arbitration etc for at least 10 years.
Information Technology Professional	BE / B-Tech in Computer Science / IT	10 years	System Analysis and Development of Application Software for trading / commodities trading / commodity exchanges etc. Knowledge of hosting of hardware / software infrastructure. He should have experience in at least 3(three) similar assignments.
Quality / Assaying Professional	Graduation with Science / Food Technology / Agriculture / Chemical Engineering	10 years	Quality assaying of agri-commodities, knowledge of instrumentation for quick assaying solutions, setting up of tradable parameters and Indian and International standards for enabling harmonization with parameters of the National Agriculture Market. Professionals having worked with reputed National Accredited labs will be preferred.
Logistics Professional	Graduate in any discipline with MBA/PGDM in Supply Chain Management	10 years	Having adequate knowledge and experience of handling of storage, transport of agri-commodities on pan - India basis, preferably of commodity exchanges. Professionals from Transport / Warehousing Companies of National Repute will be preferred.

2.2 Conditions of Eligibility of Applicants

- 2.2.1** The Applicant must have direct experience as Transaction Advisor or Consultant relating to agriculture marketing preferably in electronic market platform or relevant field. Assignments preferably may relate to the projects of agriculture e-marketing platform, spot exchange, commodity exchange, agriculture supply chain, Agriculture/Food Park/ Biotech Park Infrastructure Development, and Agribusiness Project Management. The projects quoted for experience should be of minimum value of Rs. 30 crore each.
- 2.2.2** The Applicant must have minimum average annual turnover of Rs.100 crore 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, as and when required.
- 2.2.4** The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-1, provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director(on the board of Directors) of 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.
- 2.2.7** 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 management and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest. Any firm working with the existing Strategic Partner in the roll out of the e-NAM shall not be eligible for participation.

2.4 Number of Proposals

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

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 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 herein above, 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: Experience of the Applicant

Form 7: CV of Professional Personnel

Form 8: 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 not later than 7 (seven) days prior to the Proposal Due Date.

SFAC will post the reply to all such queries on the Official Website / CPP Portal.

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 as per Appendix-1 Form-8.

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 authorized person (the “Authorized Representative”) holding the Power of Attorney, in case of a Limited Company or a corporation or any other legal entity.

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) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) CVs of all Key Personnel proposed in the bid have been submitted;
- (c) no alternative proposal for any Key Personnel is being made and only one CV for each area has been furnished;
- (c) the CVs have been recently signed and dated in blue ink by the Key Personnel and countersigned by the Applicant;
- (d) the CVs shall contain an undertaking from the Key Personnel about their availability for consultation with SFAC official as & when required;
- (e) key Personnel proposed have a good working knowledge of English language;
- (f) key Personnel would be available for the period indicated in the TOR;

- 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 a false averment regarding his qualification, experience, and other particulars, 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 may 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 expert from various domains as 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-7 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) Quoted cost should be inclusive of remuneration for all the Personnel, in the field, office etc, accommodation, local transportation, equipment, printing of documents and any other expenses related to the scope of work.
 - (ii) For financial evaluation, **total cost without taxes** of financial proposal will be considered.
 - (iii) Costs shall be expressed in INR.

2.15

2.15.1 Submission of Proposal - Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. 4 Hard copies of the Technical Proposal shall also be submitted after e-opening of the Technical Bid. 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 “**Online bidder Enrollment**” on the CPP Portal which 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 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 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/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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” or “Other Important Documents” 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 they can 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 concerned official, latest by the last date of bid submission or as specified in the tender documents. 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) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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 (ie after Clicking "Freeze Bid Submission" in the portal), 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.

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 the time specified in the RFP on the Proposal Due Date *on CPP portal (on-line)*.

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 The bids shall be opened 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. However, as per their wish, they may participate in bid opening.

2.19.2 The bids shall subsequently be evaluated by a Committee constituted for the purpose and 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 3.2.

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 and implementation of the agreement. SFAC will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health during the period of agreement. Such substitution shall ordinarily be limited to 1/5th of the Key Personnel indicated in the bid subject to equality or better qualified and experienced personnel being provided to the satisfaction of the authority.

2.22 Indemnity

The Transaction Advisor shall, subject to the provisions of the Agreement, *will be required to furnish an Indemnity Bond on stamp paper as per stamp act* to indemnify SFAC for any direct loss or damage that is caused due to any deficiency in services

2.22.2 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”)

The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or

otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

The Consultant shall also not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Consultant's fraud or to the extent prohibited by applicable law or professional obligations.

2.23.1 Arbitration

If any dispute or difference of any kind what so ever (the decision thereof not being otherwise provided for) shall arise between the Authority and the firm or relation to or in connection with or arising out of the Contract, shall be referred for arbitration in accordance with the terms of the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator will be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be in Delhi. Any legal dispute shall be settled in Delhi, jurisdiction only.

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

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants who's Technical Proposals score 70 points or more out of 100 shall be qualified for opening of their financial bids.

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

S.N	Criteria	Max Marks
1. Firm Level		
A	Transaction Advisory Experience for projects having cost above 50 Crore	8
B	Experience of large Program Management for one year or more for government entities having a fee of 1 Crore or more	8

S.N	Criteria	Max Marks
C	Average annual turnover in the last 3 financial years immediately preceding BDD from professional fee and service charges	7
D	Past experience of working on similar type of projects	12
2. Understanding of the Scheme / Project		
E	Presentation o the project understanding and methodology proposed for deliverables.	15
3. Profile and Experience of the Key Personnel		
A	Team Leader	8
B	Institution Development Professional	8
C	Agri-marketing Business Professional	7
D	Banking Professional	7
E	Information Technology Professional	5
F	Legal Professional	5
G	Quality / Assaying Professional	5
H	Logistics Professional	5
	Total	100

While awarding marks, the Bidder or Key Personnel, as the case may be, that has undertaken the highest number of Assignments shall be entitled to the maximum score for the respective category and all other competing Bidders or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

3.1.3 The consultants ranked as aforesaid, pre-qualified and shortlisted for financial evaluation in the second stage will be considered for combined evaluation.

3.2 Evaluation of Financial Proposal

3.2.1 For financial evaluation, **total cost without taxes** of financial proposal (BOQ) will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows: $SF = 100 \times FM/F$
(F = amount of Financial Proposal)

3.2.2 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.

3.3 Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively

- 3.4** Generally, the successful Applicant shall be the Applicant having the highest combined score. The second ranked Applicant shall be kept in reserve and may be invited in case the first-ranked Applicant withdraws or is not selected for any reason. The Authority will notify the selected Transaction Adviser in writing.

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 hereinabove 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 there from, 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 RFP cum 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** Authority may at any time, by a written order given to the selected bidders, make changes within the general scope of the work as detailed in the terms of reference of schedule I / annexure I of the tender. The change will be implemented in accordance to the agreed cost, effort and schedule by the bidder.
- 6.4** 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.

- 6.5** 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.
- 6.6** SFAC reserves the right to make inquiries with any of the Clients listed by the Applicants in their previous experience record.
- 6.7** 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.
- 6.8** 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

The present form of e-NAM aims to integrate 585 markets into a National Agriculture Market. However, the prime task of the TA would be advising on various aspects as detailed in TOR for setting up of a unified National Agricultural Market by integrating beyond 585 markets and other e-trading portals dealing with trading of agri-commodities and horticulture produce.

1. Institutional & regulatory framework for successful implementation of a National Agriculture Market

i) Institutional framework: The Transaction Advisor shall suggest institutional framework at the central and state level which will help in smooth running of e-NAM. This would include inter alia:

- a. Bring in best national and international practice in agri-business, especially e-trade
- b. Recommend suitable institutional structure at Central and State level taking into consideration state APMC Acts and other prevailing regulations and practices across mandis / states. This would require to organize well structured workshops with the Central and State authorities to gather and document their expectations. Based on the outcome of these interactions suitable institutional mechanism shall be developed acceptable to the stakeholders.
- c. Interoperability with other e-platforms and data portals, including Agmark.net.
- d. Conducting consultation workshops with various stakeholders involved in e-NAM including farmers, aggregators, traders (sellers and buyers), Commission agents, strategic partner and mandi officials etc. to understand and document their expectations from the regulatory mechanism of e-NAM.
- e. Assessing need and suggesting framework for a regulatory body for dispute resolution mechanism arising out of inter-mandi and inter-State trades taking place on e-NAM in the short and long run.
- f. Development of framework for bringing uniformity in process for registration, Unified national licensing, logistics, bidding on tradable parameters, trade and its timings as well payment settlement process across APMCs / States.
- g. Feasibility study of warehouse and e-NWR based sale of commodities on e-NAM and developing the guidelines for registration of WDRA accredited warehouses for States which permit warehouse based sales.

ii) Regulatory framework

- a. Assess need and suggest regulatory framework for inter-state trade, quality assaying, physical movements of goods and dispute resolution mechanism in discussion with the various stakeholders like sellers, buyers, mandis and States etc.

2. Post Transaction Monitoring and Contract Management

- (a) Measurement of contractual obligations versus actual implementation: The Transaction Advisor shall develop matrices to assess the actual implementation by SP. These matrices may include number of mandis linked, transactions per mandi, number of capacity building activities carried out, and actual support to mandi by SP etc. The matrices shall also include measurement of key performance indicators (KPIs) specified in the Agreement signed with the SP, which would define

the liquidated damages to be levied on the SP. These examples are only illustrative and the actual matrices may be many more. These key matrices shall be developed & monitored for regular update on the progress of the project as well as for the performance of the strategic partner on software and other parts.

- (b) SFAC has to deal with different stakeholders like SP, NIC, Banks and mandis while examining the performance of the e-NAM. Transaction Advisor has to provide support in identifying key parameters or sometimes even device frameworks which would help SFAC in identifying in an objective manner and resolving any challenges / issues faced in smooth implementation of e-NAM and in dealing with multiple stakeholders involved in the project. They may be other than as indicated above.
 - (c) Transaction advisor shall provide Team Leader, Institutional Development, Agri-marketing Business Management, Banking, Information Technology, Legal, Quality / Assaying, Logistics etc domain inputs for successful implementation including defining the understanding of the obligations in accordance with the provisions and requirements of the contract.
 - (d) Sample monitoring (20%) of mandis of each State under implementation based on the actual implementation guidelines to provide ground level information to SFAC
 - (e) Inputs on integration of other local platforms of e-trading of agri-produces, including horticulture, of the States/bodies
3. Suggest measures to develop Ecosystem for National Agriculture Market (backward and forward linkages)
- i) The TA activities shall include assessment of required infrastructure and defining roles and responsibilities of various stakeholders for successful creation of it. Multiple support infrastructures like independent quality testing lab, logistics provider, grading and sorting facility, and weighing bridge are required for successful implementation of NAM for which, detailed roadmap for development of the multiple support infrastructure needs to be prepared. They shall assist in developing smooth payment and settlement system for the commodities traded, including developing the security mechanism of individual payments and deliveries thereof.
 - ii) If need be, develop criteria/ guidelines for identification and empanelment of the facility providers including but not limited to:
 - a. testing labs
 - b. logistics providers
 - c. grading and sorting facility provider, and
 - d. integration with banks
 - e. selection of an IT agency to test and support in technical inputs on NAM platform
 - f. selection of any other agency /ies required for implementation of NAM

4. Strategy for integration of additional mandis beyond 585.

4.1 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”).

S. N.	Description of deliverables	Time period
1	Post Transaction Monitoring and Contract Management	
	(a) Assist and advise SFAC on the day to day challenges faced in implementation of e-NAM like root cause analysis (RCA) of server breakdowns, slow speed of application, payment gateway functioning or any other assistance as may be required from time to time.	As and when required by the SFAC.
	(b) Measurement of contractual obligations versus actual implementation as per the agreement with the strategic partner including verification of completion of various payment milestones.	Quarterly report (Every 3 months) during the contractual period for 24 months
	(c) Sample monitoring of 20% e-NAM mandis of each State based on the actual implementation guidelines and parameters as may be prescribed by SFAC , to provide ground level information which could add some value to implementation process.	2-3 mandis of each State to be monitored/ month and visit report submitted so as to cover minimum 20% of integrated mandis in 24 months.
	(d) Feasibility study and inputs on methodology of establishing inter-operability of e-NAM with other local platforms of the States. Draft Feasibility Report Final Feasibility Report.....	Within 1 month Within 2 months Within 3 months
2.	Institutional & regulatory framework for successful implementation of e-NAM	
	(a) Conducting workshops with Central and State authorities to gather and document their views about (i) need and structure of institution for day to day operation and monitoring of e-NAM at central and State level and (ii) need and framework of regulatory mechanism for inter-State dispute resolution arising out of trades on e-NAM	Within 3 Months
	(b) Conducting consultation workshops with various stakeholders including Farmers, Aggregators, traders (sellers and buyers) Commission agents, Strategic Partner and Mandi / SAMB officials, private players etc. to understand and document their expectations from the Institutional and regulatory mechanism of e-NAM with respect to Quality assaying, physical movement of goods and dispute resolution mechanism.	Conducting workshops in APMC regulated markets of participating States within 2 months. Consultation with private players in next 2 months
	(c) Draft recommendations on (i) Institutional framework including type of organization, objectives, organization structure,	Within 6 months

	<p>economic feasibility, revenue stream, desirable profile for key positions etc. and</p> <p>(ii) Regulatory framework including type of regulatory authority, its structure, responsibilities and powers.</p> <p>(iii) Discussion on draft recommendations with various stake holders and incorporation of their suggestions if any.</p>	<p>Within 6 months</p> <p>Within 6 months</p>
	(d) Final Recommendations on Institutional framework.	Within 7 months
	(e) Final Recommendations on regulatory framework.	Within 7 months
	(f) Development of framework for bringing uniformity in the processes for registration, Unified National licensing, trade timings and payment settlement across APMCs/ States in consultation with States.	Within 10 months
3.	Suggest measures to develop Ecosystem for National Agriculture Market (Backward and forward linkage)	
	<p>(a) (i) Study the present system of online payment and alternatives available for faster processing and transfer of sales proceeds to farmer's bank account.</p> <p>(ii) Stakeholder consultations with banks, Payment gateway providers / aggregators, Strategic Partner and Beneficiaries to finalize the financial settlement process/methodology to be adopted by e-NAM</p> <p>(iii) Submit a final report on settlement process.</p>	<p>Within 2 months</p>
	(b) Design and develop a tender / EOI document for selection of banks / payment aggregators / payment gateways for integration with e-NAM portal.	Within 4 months
	(c) Bid-process management for selection of banks / Payment aggregators and their integration with e-NAM portal.	Within 6 months
	<p>(d) (i) Study the existing system of movement of commodities from one mandi to another in case of inter-mandi trade within State and inter-State trade and logistics framework adopted by similar model of online market for agricultural commodities if any and</p> <p>(ii) Submit draft recommendations on facilitating the inter-mandi and inter-State movement of commodities traded on e-NAM along with the role and responsibilities of various stakeholders involved.</p> <p>(iii) Discuss the draft recommendations with various stakeholders and incorporate their suggestions if any.</p> <p>(iv) Submit final recommendations</p> <p>(v) Provide hand holding support for implementation of recommendations, as needed.</p>	<p>Within 3 months</p> <p>Within 6 months</p> <p>Within 7 months</p> <p>Within 12 months</p> <p>Up to 24 months</p>
	(e) Quality assaying of the commodities and visibility of quality reports of lots available for sale on e-NAM is	

	<p>essential to facilitate inter-mandi and inter-State buyers to offer bids from remote locations. Availability of quality assaying, cleaning, grading and packing infrastructure and capacity is a constraint in most of the APMCs. TA would be required to study and understand the need and provide the suggestive framework for creation as well as operation and maintenance of such facilities. This would involve</p> <p>(i) Consultations with the stakeholders i.e. State Authorities, mandis, traders, commission agents, farmers, warehouses and Quality certification agencies.</p> <p>(ii) Study of quality assaying system in place in similar platforms functional in States.</p> <p>(iii) Submission of draft framework for establishment, operation and maintenance of quality assaying labs and cleaning/grading/packing facilities including roles and responsibilities of different stakeholders.</p> <p>(iv) Discussion on draft with stakeholders and incorporation of their suggestions if any</p> <p>(v) Submission of final framework/ recommendations for establishment, operation & maintenance of quality assaying labs, capacity building and cleaning/grading/packing facilities, including roles and responsibilities of different stakeholders.</p> <p>(vi) Provide hand holding support for implementation of recommended framework in mandis, as needed.</p>	<p>Within 03 months</p> <p>Within 02 months</p> <p>Within 04 months</p> <p>Within 4 months</p> <p>Within 6 months</p> <p>Up to 24 months</p>
	<p>(f) Develop criteria/ guidelines for identification and empanelment of the quality assaying and logistics providers by the States, if required.</p> <p>(g) Study functionalities of the trading systems of the existing e-trade portals for developing harmonization of trading / quality parameters / system, payment and delivery terms, quality assaying etc to enable smooth integration of different portals on e-NAM.</p>	<p>Within 3 months</p> <p>Within 3 months</p>
4	Strategy for integration of Additional Mandis beyond 585	
	(a) Develop the strategy and framework for integrating additional mandis beyond 585	Within 9 months

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

ANNEXURE 2

5 Time & Payment Schedule

5.1 The total duration for the transaction adviser shall be for **24 months** which may further be extended for such period as may be mutually agreed at mutually agreed terms and conditions.

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

S. No.	Description of deliverables	Payment
1	Mobilization Fund	10 % of total fee
2	Post Transaction Monitoring and Contract Management – quarterly report	1.5% of total fee to be paid quarterly for 24 months (8 quarters)
3	Submission of visit report in prescribed format.	1.5% of total fee to be paid quarterly for 24 months (8 quarters)
4	Operationalising of recommendation for successful establishment of inter-operability with other local trading platforms.	5 % of total fee
5	Final recommendations on Institutional framework for successful implementation of e-NAM.	12% of total fee
6	Final recommendations on Regulatory framework for successful implementation of e-NAM	12% of total fee
7	Study functionalities of the trading systems of the existing e-trade portals for developing harmonization of trading / quality parameters / system, payment and delivery terms, quality assaying etc to enable smooth integration of different portals on e-NAM.	4 % of total fee
8	Framework for bringing uniformity in the Process for registration, unified licensing, trade timings and payment settlement etc. across APMCs/States	4% of total fee
9	Completion of bid process management for online payment process and Selection of service provider.	5% of total fee
10	Final recommendations on logistics and completion of hand holding support.	5% of total fee
11	Submission of final framework / recommendations for establishment, operation & maintenance of quality assaying labs, capacity building and cleaning/grading/packing facilities, including roles and responsibilities of different stakeholders	5% of total fee
12	Acceptance of criteria/ guidelines for identification and empanelment of the facility providers by the States if required.	4% of total fee
13	Acceptance of recommendations on Strategy for integration of mandis beyond 585 with e-NAM	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 fee quoted.

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.

5.6 Liquidated Damages for Delay

In case of delay in completion of Services within stipulated timelines, liquidated damages not exceeding 10% (ten percent) of the agreement value may be imposed.

5.7 Project Progress

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

6. Consultancy Team and Project Office

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.

7. 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 (PDF)

Small Farmers Agribusiness Consortium (SFAC),
NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas,
New Delhi – 110016

Sub: Appointment of Transaction Advisor Services for augmenting National Agriculture Market (NAM)

Dear Sir,

1. 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 for augmenting National Agriculture Market (NAM). 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. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
15. In the event of my/our being selected as the Transaction Advisor, I/We agree to enter into an Agreement with SFAC .
16. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP, 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.

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

18. 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 Authorized Signatory)

(Name and seal of the Applicant)

APPENDIX-1
Form-2
Particulars of the Applicant

Particulars of the Bidder

1. General Information
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:

2. Brief description of the {Company/Firm} including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number / Mobile Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number / Mobile Number:
 - (e) E-Mail Address:
 - (f) Fax Number:

APPENDIX-1

Form-3

Statement of Legal Capacity

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

Ref.

Date:

To,

Director (PDF)

Small Farmers Agribusiness Consortium (SFAC),
NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas,
New Delhi - 110016

Dear Sir,

We hereby confirm that we, the Applicant, satisfy the terms and conditions laid out in the RFP process.

We have agreed that _____ (insert individual's name) will act as our Authorised

Representative 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,

Authorized
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 authorize 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 for augmenting National Agriculture Market (NAM), 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

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 -7
Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualification:
6. Period of association with Bidder:
7. Employment Record:
(Starting with present position, list in reverse order, every employment held.)
8. List of projects on which the Personnel has worked

Project Name

Description of assignment performed

9. 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 -8

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date

To,

Director (PDF)
Small Farmers Agribusiness Consortium (SFAC),
NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas,
New Delhi – 110016

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:

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

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. 1 to 43 (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 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/ organization 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)

(To be prepared only in Excel sheet for BoQ provided along with this tender)

(Refer Clause 2.14.1)

Form -1

Validate	Print	en	Help	Q
Tender Inviting Authority: SMALL FARMERS AGRIBUSINESS CONSORTIUM				
Name of Work: APPOINTMENT OF TRANSACTION ADVISOR FOR NAM				
Contract No: SFAC/ 1-1/1/2017-ABU(NAM)				
Name of the Bidder/ Bidding Firm / Company :				
PRICE SCHEDULE				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder (In INR)	TOTAL AMOUNT Without Taxes in (In INR)	TOTAL AMOUNT In Words
1	2	13	53	55
1	Transaction Advisory Services		0.00	INR Zero Only
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only		

Note: Same is provided along with the tender document on CPPP - eProcurement Portal. Bidder is advised to download the same, fill their rates and name is permitted columns only. After filling it, bidder has to upload this sheet on the portal.