

**Small Farmers' Agri-Business Consortium**  
**NCUI Auditorium Building, 5<sup>th</sup> Floor, 3, Siri Institutional**  
**Area, August Kranti Marg, Hauz Khas, New Delhi – 110 016.**

**RFP FOR HIRING OF A SUITABLE EXTERNAL AGENCY FOR PROVIDING**  
**SERVICES TO SFAC IN RESPECT OF LEGAL DEFAULT CASES UNDER VENTURE**  
**CAPITAL ASSISTANCE SCHEME ACROSS THE COUNTRY**

Small Farmers' Agri-Business Consortium seeks to hire a suitable External Agency on contractual basis for providing services to SFAC in respect of legal default cases under Venture Capital Assistance Scheme across the country from time to time. Interested agencies may visit website: [www.sfacindia.com](http://www.sfacindia.com) for full details. The last date for receiving application : 5:00 PM on or before 20/07/2023 at the SFAC Head Office.

**MANAGING DIRECTOR**



**REQUEST FOR PROPOSAL (RFP) FOR HIRING OF A SUITABLE EXTERNAL AGENCY FOR PROVIDING SERVICES TO SFAC IN RESPECT OF LEGAL DEFAULT CASES UNDER VENTURE CAPITAL ASSISTANCE SCHEME ACROSS THE COUNTRY.**

**Introduction:**

Small Farmers' Agribusiness Consortium (SFAC), an autonomous Society under the administrative control of Department of Agriculture and Farmers Welfare, Govt. of India is implementing Central Sector Scheme for Agri-business Development. Please visit website [www.sfacindia.com](http://www.sfacindia.com) for full details. Venture Capital Assistance (VCA) is one of the schemes implemented in conjunction with bank term loan. Under the Scheme, VCA is provided to eligible parties to meet the funding gap in the means of finance as worked out by the lending Financial Institution and is refundable back to SFAC after the repayment of term loan of lending Financial Institution as per original repayment schedule or earlier without interest or in four equal quarterly installments which will carry interest at the same rate as charged by the bank for the term loan.

SFAC is following the under noted practices as laid down in the Operational Guidelines of VCA Scheme:-

SFAC has obtained post dated cheques from borrowers before release of VCA. In cases of bouncing of cheques, legal action is initiated under section 138 of the Negotiable Instruments Act, 1881 or as per agreement with borrower where there is a clause "that in the event of any dispute arising between the parties, only Delhi Courts have jurisdiction to try, entertain and decide the said matter". In old cases, where post dated cheques are not available, arbitration proceedings are filed against the promoters before Indian Council of Arbitration (ICA) under Arbitration and Conciliation Act. SFAC has already engaged a panel of empanelled advocates for timely filing of legal proceedings before hon'ble Courts for recovery of Venture Capital Assistance as and when due.

**Background:**

In some complaints filed u/s 138 of the Negotiable Instrument Act, the cases are disposed off by the Hon'ble Courts and declared sine die / absconder/Proclaimed Offender as the case may be mainly due to non availability of present addresses/non presence of the accused and some Execution petitions filed before Hon'ble District Courts outside Delhi for execution of arbitral awards passed by Indian Council of Arbitration, New Delhi in favour of SFAC were also disposed off for non availability of present addresses & assets/non presence of the judgment debtors. In most of the claim petitions filed before Indian Council of Arbitration, New Delhi, borrowers are not participating in the arbitration proceedings due to above reasons etc.

## **Appointment of External Agency**

With a view to facilitate smooth VCA recovery action in due cases, SFAC wishes to engage third party entity as External Agency for providing services to SFAC in respect of legal default cases (whether petition, suit / complaint filed or decreed/Awarded) under VCA Scheme across the country. Indicative List of States where cases are pending or assignments to be entrusted by the SFAC is at **Annexure-A**. The bidders are requested to indicate the State where they would like to provide their services. The bidders are also requested to quote the rates in the format prescribed at **Annexure-B**.

### **Scope of Work:**

In order to handle the above mentioned matters, SFAC invites applications from a suitable external agency for providing the following services across the country:

- A) To locate the borrower(s)/ co-borrower(s)/judgment debtors including their legal heirs who are either untraceable or not available at the addresses given in SFAC's records in sine die/absconder/proclaimed offender cases;
- B) To ascertain latest information about their present address(es)/ occupation(s), business(es), income streams, details of their all assets, whether charged or uncharged, their location, value and ownership, etc.;
- C) To give details of bank accounts maintained by the defaulting borrower(s)/ co-borrower(s)/Judgement debtors, including their legal heirs names and addresses;
- D) To give details of credit facilities availed/to be availed by defaulting borrower(s)/ co-borrower(s) from other Banks;
- E) To confirm present state of ownership of the secured assets by personal visit(s)/market report, duly confirmed by the documents.
- F) To gather any other information which may be considered necessary by the SFAC for recovery of the SFAC's dues;

### **Eligibility for empanelment of External Agency:**

#### **A. Agency & the promoter/key personnel / officials should comply with the following criteria:**

- i. Indian citizen / entity constituted under Indian Laws;
- ii. The Key personnel / officials of Agency should have completed training of 100 hours certified by the Indian Institute of Banking & Finance (IIBF);
- iii. Not convicted of any offence and sentenced to a term of imprisonment;
- iv. Not a un-discharged insolvent;
- v. Not delisted/blacklisted by any bank/FIs/IBA – undertaking to be obtained;
- vi. Possesses PAN Card / GSTIN as applicable;
- vii. Registration of Firm/Certificate of incorporation.

**B. Other Desirable Criteria:**

- i. Minimum experience of three years in the field of Enforcement/Recovery with any Bank/FI/NBFC.
- ii. Possesses thorough knowledge of the extant RBI guidelines and also instructions/circulars issued by RBI/IIBF/IBA from time to time.
- iii. It should have offices with enough infrastructures.
- iv. The agency shall be in the panel or their services should have been utilized by Banks/FIs.
- v. Possesses appropriate infrastructure, supporting information technological systems, professionals and consultants.

**Process after submission of Applications:**

- i. All applications received on or before the last date and time will be examined by the SFAC to determine if they meet eligibility criteria/terms and conditions mentioned in this document including its subsequent amendment(s), if any, and whether applications are complete in all respects.
- ii. On scrutiny, any application not found in order or failing to fulfill the relevant requirement will be rejected.
- iii. SFAC reserves the right to relax/waive any of the requirements of this RFP document if it is deemed fit.
- iv. SFAC may shortlist the applicants who fulfill the eligibility criteria, have experience and capability as per its requirement and who agree to abide by the terms and conditions of the SFAC.
- v. SFAC reserves the right to accept or reject any or all applications received without assigning any reason whatsoever and the SFAC's decision in this regard will be final. No contractual obligation whatsoever shall arise from the application process.
- vi. Any effort on the part of applicant to influence evaluation process may result in rejection of the application.

**Paper/documents:**

Self attested copies of the following papers/documents are to be submitted along with application:

- 1) Brief write up in the background, key activities experience of the Agency.
- 2) Brief profile of the Key persons of the Agency.
- 3) Experience certificate
- 4) Empanelment certificate.
- 5) Registration certificate of Company/Partnership/LLP/LLC etc., if applicable.
- 6) Any other supporting documents.

**Methodology and Selection:** The application received will be evaluated on the basis of methodology & selection criteria as stipulated in **Annexure-C**. The Financial Bid of those bidders, who qualify minimum qualifying marks in the technical evaluation, will only be opened. All other Financial Bids will not be opened. The Financial Bids of the technically qualified bidders will only be evaluated.

## **Procedure for Empanelment of Agency**

### **A. While empanelling the Agency, this office shall ensure the following:**

- I. Agency applies in the prescribed format i.e. **Annexure-D** along with relevant documents & undertaking.
- II. Identity proof/address proof/Certificates, Experience and other relevant documents to be verified with original.
- III. Discreet enquires are made with the bank/FIs which certified the professional background of the agent(s) or key person(s).
- IV. Discreet enquires are made with the Nationalized Banks/Private Sector Banks, which has utilized the services of the Agency.
- V. Due diligence shall be performed by this Office and such due diligence should involve an evaluation of all the available information about the Agency.

### **B. On approval of empanelment by Competent Authority, this office shall issue the empanelment letter to Agency with request of acceptance of terms and conditions of empanelment within 15 days from the receipt of empanelment letter. Terms and conditions are attached at Annexure-E.**

### **C. Duration of Empanelment – The empanelment shall be valid for a period of two years subject to renewal by this office on satisfactory performance of the Agency.**

**Termination of Contract:** SFAC reserves the right to terminate the contract by serving a notice of one month before the expiry of the contract period without assigning any reason.

### **Submission of Request for Proposal:**

Applications in the prescribed format as per **Annexure-D** are invited in sealed envelope superscripted as **<APPLICATION FOR HIRING OF A SUITABLE EXTERNAL AGENCY FOR PROVIDING SERVICES TO SFAC IN RESPECT OF LEGAL DEFAULT CASES UNDER VENTURE CAPITAL ASSISTANCE SCHEME ACROSS THE COUNTRY >**. Sealed cover should contain the firms/individual credentials/ their field of specialization/ experience/ name of the clients.

Sealed envelope containing complete set of hard copy of application along with enclosures, if any, should be submitted by Post to or delivered in person on or before the last date to the Dy. Director (Administration), Small Farmers' Agri-business Consortium, NCUI Auditorium Building, 5<sup>th</sup> Floor, 3, Siri Institutional Area, Hauz Khas, New Delhi – 110 016.

**Last date and time for submission of RFP: 20/07/2023 - 5:00 PM.**

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**Indicative List of States where cases are pending\***

<b>Sl. No.</b>	<b>State</b>	<b>Name of Districts where cases are pending in respective District Courts/High Courts</b>	<b>Nature of Cases</b>
1	Andhra Pradesh	Rajahmundry, Hyderabad, Chittoor.	Execution of Awarded cases & any other cases, if any.
2	Arunachal Pradesh	Itanagar (Yupia).	-do-
3	Assam	Tezpur, Kamrup Metro, Lakhimpur, Guwahati	-do-
4	Delhi	New Delhi.	U/s 138 NI Act / Arbitration and Conciliation Act/Civil Suit & other cases, if any.
5	Gujarat	Himmatnagar, Surat, Jam Nagar, Mahuva, Ahmedabad.	Execution of Awarded cases & any other cases if any.
6	Himachal Pradesh	Kullu, Solan, Shimla.	-do-
7	Jammu & Kashmir	Budgam, Srinagar, Samba.	-do-
8	Karnataka	Bidar, Belgaum, Bijapur, Tumkur, Bellary, Bengaluru.	-do-
9	Kerala	Ernakulam, Thiruvananthapuram, Thrissur, Kollam, Thalsery.	-do-
10	Madhya Pradesh	Bhopal, Jabalpur.	-do-
11	Maharashtra	Pune, Nanded, Latur, Nashik, Sangli, Solapur, Buldhana, Mehkar, Satara, Beed, Karad, Mumbai.	-do-
12	Manipur	Senapati, Imphal.	-do-
13	Meghalaya	West Goro Hills, Shillong.	-do-
14	Nagaland	Dimapur, Mokokchung.	-do-
15	Punjab	Fategarh Sahib, Amritsar, Chandigarh.	-do-
16	Tamil Nadu	Krishnagiri, Coimbatore, Thirunelveli, Tirupur, Chennai.	-do-
16	West Bengal	Kolkata, Darjeeling.	-do-

\*Other States and districts are likely to be enlisted depending on new cases likely to be filed.

## ANNEXURE - B

### SCORING CRITERIA FOR FINANCIAL BID

The bidders are requested to quote the rates as per the Scope of Work in the following format:

Sl. No.	Name of State	Financial proposal each case (lump sum Fee quote should be inclusive of all relevant expenses) exclusive of GST/Taxes
1.		
2.		
3.		
4.		
5.		

- ❖ **The applicable GST/taxes shall be paid by SFAC.**
- ❖ **As on date in total number of 95 default cases of all States mentioned in Annexure-A where Agency services are required which may be increased depending on new cases likely to be filed.**
- ❖ **Bidders can quote rates any number of States.**

**Methodology and Selection Scoring pattern of Technical Evaluation**

Parameters	Score	Minimum Qualifying Marks	Maximum Marks
License to undertake investigative activities.	20	20	20
<b>Experience</b>			
>1yr-5yrs	20	20	30
>5yrs-10yrs	25		
>10yrs	30		
<b>Empanelment</b>			
1-2	20	20	40
2-3	30		
>3	40		
Personal Interaction/Presentation	10	10	10
<b>Total Marks</b>		<b>70</b>	<b>100</b>



**FORM OF APPLICATION**

Sl. No.	Particulars	Details			
1.	Name of the Applicant Agency				
2.	Place for which the agency is applying for empanelment				
3.	Contact Details				
4.	Constitution (Whether company / Partnership Firm/ LLP firm / Proprietorship concern)				
5.	Date of Constitution				
6.	PAN / GSTIN No.				
7.	Whether Registered for Service Tax, PF, ESIC etc. (if so, mention numbers & date)				
8.	Details of Personnel working in Agency (who are to be engaged in proposed activity)				
	Description	Name	Contact No.	Qualification	Experience
	Name of Proprietor/ Partners / Directors				
	Name of Key functionaries				
9.	Area of expertise (details)				
10.	Whether certificate of 100 hours training obtained / completed				
11.	Infrastructure of Agency/No. of persons employed				
12.	Whether conversant with the activities related to the proposed activity. Brief of experience				
13.	Whether possess thorough knowledge of the extant RBI guidelines and also instructions/circulars issued by RBI/IIBF/IBA from time to time.				
14.	Brief details of preceding 3 years' experience (especially with PSBs/Financial Institutions/NBFC, if any).				
15.	Details of Bank Account				
16.	Whether the applicant was de-listed from any banks/FIs Panel. If so, furnish details.				
17.	Whether the entity has been black-listed by IBA/any public sector bank/Government organization or any of its clients for breach of applicable laws/violation of regulatory prescriptions or breach / deficiency of services. If so, furnish details?				
18.	Additional information, if any.				

19.	<p style="text-align: center;"><b>UNDERTAKING</b></p> <p>I/We .....(name) Son/Daughter of Shri  ..... Proprietor/Partner/Director of M/s .....</p> <p>State that the information furnished above is true and correct to the best of my/our knowledge. I/We agree, that in the event that any concealment/distortion of facts furnished above is brought to notice of your office subsequent to empanelment/appointment by SFAC would be at liberty to terminate the said empanelment/appointment without notice or damages whatsoever.</p> <p style="text-align: right;">(Signature)  To be signed by authorized signatory  Designation</p> <p>Enclosures:</p>
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## UNDERTAKING FROM AGENCY

I, ..... son/daughter of ....., am authorized by the ..... (firm/company) to furnish the below undertaking on behalf ..... (firm/company). I, on behalf of ..... (firm/company) do hereby solemnly affirm and state that :

- i. The firm/company (also known as “Agency”) is an entity constituted under Indian Law and the promoters/partners/key personnel are Indian citizens.
- ii. There has been no disqualification such as removal/dismissal of the agency from service earlier.
- iii. The Agency/promoters/partners/key personnel have not been convicted of any offence and sentenced to a term of imprisonment.
- iv. The Agency/promoters/partners/key personnel have not been found guilty of misconduct in professional capacity, or offence involving moral turpitude or otherwise.
- v. The Agency’s promoters/partners/key personnel are not a un-discharged insolvent.
- vi. The Agency has not been blacklisted by any bank nor any complaint filed against the firm/company before CBI / Serious Fraud Investigation Cell / Court.
- vii. The Agency shall ensure that there is no any conflict of interest in the assignments entrusted by the SFAC and if the Agency comes to know of any such conflict of interest, they shall disclose the same immediately to the SFAC.
- viii. The Agency have carried out the verification of the antecedents of their employees, which may include pre-employment police verification, as a matter of abundant caution and such verification will be done on periodical basis. Agency will not employ/engage any personal who is having Criminal background.
- ix. I on behalf of ..... (firm/company) undertake to keep the SFAC informed of any event or happening which would make the agency ineligible for empanelment in the assignments entrusted by the SFAC.
- x. I have not concealed or suppressed any material information, facts and records and I have made a complete and full disclosure.

Solemnly affirmed at ..... on ..... the Day 2023.

**(Authorised Signatory)  
Deponent**

**Identified by Me Notary Public**

**TERMS AND CONDITIONS FOR HIRING OF A SUITABLE EXTERNAL AGENCY  
FOR PROVIDING SERVICES TO SFAC IN RESPECT OF LEGAL DEFAULT CASES  
UNDER VENTURE CAPITAL ASSISTANCE SCHEME ACROSS THE COUNTRY**

1. You will abide by the all terms and conditions of SFAC and you will not claim any retainer fee or employment in SFAC's service.
2. You will take necessary steps to protect the interest of the SFAC in matters entrusted to you from time to time.
3. You will keep the SFAC informed about the developments in the matters entrusted to you.
4. You are required to maintain absolute secrecy about the cases of the SFAC as required under the Act, relevant rules and regulations and you shall not divulge any details to an outsider or opponent as the case may be without written consent of the SFAC.
5. You shall not use SFAC's name or symbol logo in your letter heads, sign boards or name plates etc.
6. The SFAC may at any time at its discretion withdraw from you any entrusted work and may discontinue your services without assigning any reason thereof and without paying any further fees.
7. In case of any misconduct, the SFAC will take appropriate action against you of financial loss caused to the SFAC due to your misconduct.
8. Your performance will be reviewed on yearly basis and if services are not required or are not found upto the mark and the cases/matters entrusted will be taken back from you.