



Request for Proposal Document for Selection of Project Support Agency (PSA) for Management & Monitoring of Price Stabilization Fund (PSF)

SMALL FARMERS' AGRIBUSINESS CONSORTIUM (SFAC)
NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi - 110016
(T) +91-11- 26966017, 26966037, 26862365
(F) +91-11- 26862367
(E) sfac@nic.in

TABLE OF CONTENT

Glossary	3
DISCLAIMER	4
1. INTRODUCTION	6
2. INSTRUCTIONS TO CONSULTANT	10
3. CRITERIA FOR EVALUATION	22
4. FRAUD AND CORRUPT PRACTICES	23
5. MISCELLANEOUS	25

GLOSSARY

Addendum	As defined in Clause 2.9
Applicable Laws	As defined in the Agreement
Authority	As defined in Clause 1.1.1
Bidders	Parties that submit their Bids in accordance with this RFP and shall include the Members of the Consortium.
Bidding Documents	As defined in Clause 1.1.4
Bid Due Date	As defined in Clause 1.8
Consultant	As defined in Clause 1.1.3
Crore	Ten million (10,000,000)
Lakh	Hundred thousand (100,000)
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Consultant, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any

Management & Monitoring of Price Stabilization Fund (PSF)

demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

1.1.1 The Department of Agriculture & Cooperation has approved the Price Stabilization Fund (PSF) as a Central Sector Scheme, with a corpus of Rs.500 crores, to support market interventions for price control of perishable agri-horticultural commodities during 2014-15, 2015-16 and 2016-17. PSF will be used to advance interest free loan to State Governments/Union Territories and Central agencies to support their working capital and other expenses on procurement and distribution interventions for such commodities. Initially the fund is proposed to be used for notified agri-horticultural commodities only. The PSF will be managed centrally by a Price Stabilization Fund Management Committee (PSFMC) which will approve all proposals from State Governments and Central Agencies. The PSF will be maintained in a Central Corpus Fund account to be opened by Small Farmers Agri-Business Consortium (SFAC), which will act as Fund Manager (“**Authority**”). Funds from this Central Corpus will be released in two streams, one to the State Governments/UTs as a onetime advance to each State/UT based on its first proposal and the other to the Central Agencies. The Central Corpus Fund has already been established by SFAC in 2014-15.

1.1.2 The one time advance to the States/UTs based on their first proposal along with matching funds from the State/UT will form a revolving fund, which can then be used for all future market interventions to control prices of onions and potatoes based on approvals by State level Committee set up explicitly for this purpose. In case of North Eastern States, the State level corpus will comprise of 75% funds from Centre and 25% from the State. While the advance is returnable, the Central Government will share 50% of losses (75% in case of NE states), if any, at the time of settlement of the advance on 31st March, 2017. The Central Government likewise also intends to share the profits, if any, in the same ratio. The States could also request Central Agencies to undertake such operations on their behalf to be supported out of the State corpus. Additionally, the Centre can also requisition the Central Agencies like SFAC, NAFED, etc. to undertake price control operations for onion and potato.

Procurement of these commodities will be undertaken directly from farmers or farmers’ organizations at farm gate/mandis and made available at a more reasonable price to the consumers.

1.1.3 The Authority is issuing this Request for Proposal (RFP) to request techno-commercial bids from interested and eligible professional organizations (the “**Consultant**”) for management and monitoring of Price Stabilization Fund (PSF) across different states and union territories (UTs) in India for a period of 24 months. However, the engagement shall be renewed every

Management & Monitoring of Price Stabilization Fund (PSF)

year after review of the performance on same terms and conditions. The scope of work for Consultant, hereinafter referred to as the (“**Project**”), has been indicated at Schedule -1. The broad role of the selected Consultant would be comprehensive, including

- Assist SFAC and Price Stabilization Fund Management Committee (PSFMC) to Appraise and approve proposals received from State Governments and Central Agencies in accordance with the extant policies for approval of proposal
- Assist SFAC & PSFMC take decisions regarding investing surplus available in the Central Corpus Fund, in other bank instruments like fixed deposits, etc. for better returns. While doing so, it will be guided by extant guidelines on this subject.
- Release and Utilization of Price Stabilisation Fund (PSF): PSA would assist SFAC in release of central corpus fund, support and also oversee proper utilisation of such released funds as per the norms and guidelines of PSF.
- Periodic Analysis of Advance received by State Nodal Agencies: The PSA would oversee on a periodic basis (quarterly/half yearly) the utilisation of PSF by the State/UTs and the central agencies. Any major deviation from the utilisation as stated in the proposal by the recipient agency shall be brought into notice of the SFAC.
- Conducting Annual Audits on behalf of SFAC: The PSA shall conduct annual audit of accounts of the State/UTs and central agencies for which the recipient agency will make available all original records and accounts and fully cooperate in the audit.
- Prepare quarterly statements of the PSF Account to SFAC for verification and inspection.
- Monitor proper functioning of the recipient/implementing agencies:
 - Monitor implementing agency maintains a subsidiary account of the interest free advance made for the corpus.
 - The procured produce is preferably be stored in warehouses accredited under WDRA
 - Procurement of produce is done only from the growers/farmers, farmer producer organizations (FPOs) and corporations at farm gate/mandis and not from traders/arhatiyas.
- Development and installation of online MIS portal for efficient monitoring information and feedback of operations of PSF
- Monitoring and Reporting: Assist SFAC in effective monitoring of this fund by way of providing quarterly status updates on each recipient/implementing agency across states/UTs. An appropriate MIS may need to be developed for this purpose.
- Advise SFAC suitable measures/corrective actions, if any, during the course of implementation, keeping in view the overall aim & objective of the scheme.
- Any other allied matter for the purpose of implementation of PSF.

1.1.4 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the

“**Bidding Documents**”). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.8 for submission of Bids (the “**Bid Due Date**”).

1.2 Request for Proposal

The Authority invites proposals from interested firms (the “**Proposals**”) for selection of a Consultant who shall assist the Authority in management and monitoring of PSF. The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Consultant

Consultant are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Issue of RFP Document

RFP document can be downloaded from the website www.sfacindia.com & Central Public Procurement Portal (CPPP) - <https://eprocure.gov.in/eprocure/app>.

1.5 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”).

1.6 Brief description of the Selection Process

The Authority has adopted a single stage electronic selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids. A Technical Evaluation Committee appointed by SFAC shall review all the technical proposal submitted on the e-portal and seek presentations from the bidders. Based on the scoring scheme described in section 3.1.2 of this RFP, the technical scores shall be finalized. As per the evaluation mechanism presented in section 3.1, all those bidders scoring above the minimum threshold shall be called for financial bid opening. Technical scores shall be announced and the financial bids shall be opened thereafter. Financial bids shall be evaluated as per the methodology presented in section 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant (the “**Selected Applicant**”) shall be called signing of the contract.

1.7 Payment to Consultant

1.7.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable

Management & Monitoring of Price Stabilization Fund (PSF)

Laws and the exchange risk, if any, shall be borne by the Consultant. The fee shall be quoted in INR only.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Date
1. Date of Publication of RFP	17.09.2015 at 0900 hrs
2. Pre-Proposal Conference	24.09.2015 at 1500 hrs
3. Last date for receiving queries / clarifications	28.09.2015
4. Authority response to queries	01.10.2015
5. Proposal Due Date (PDD)	20.10.2015 at 1500 hrs
6. Opening of Proposals	On Proposal Due Date at 1530 hrs
7. Letter of Award (LOA)	Within 7 days of opening of Financial proposal
8. Signing of Agreement	Within 7 Days of LOA
9. Validity of Applications	90 days of Proposal Due Date

1.9 Pre-Bid visit

Prospective Consultant may visit the office of the Authority to review the available documents and hold discussions any time prior to PDD. The contact person for this purpose shall be:

Director (Projects), Small Farmers' Agribusiness Consortium,
NCUI Auditorium Building,
5th Floor, 3, Siri Institutional Area
August Kranti Marg, Hauz Khas, New Delhi - 110016.
Email: sfac@nic.in, nam@sfac.in

1.10 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date: As per Clause 1.8

Time: 15 00 HRS

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

Email: sfac@nic.in, nam@sfac.in

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed through the electronic portal to the extent possible.

1.11.2 The email or fax communication, if any, should contain the following information, to be marked at the top in bold letters:

SELECTION OF CONSULTANT FOR MANAGEMENT AND MONITORING OF PSF

1.11.3 The official website for the project shall be www.sfacindia.com

2. INSTRUCTIONS TO CONSULTANT

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of work, and other requirements relating to this Project are specified in this RFP in Schedule -1 of this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Project, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant means the Sole Firm or the Lead Member, as the case may be (the “**Applicant**”). The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The number of members in the Consortium shall be restricted to a maximum of two members.

2.1.2 Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Consultant shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Authority will evaluate only those bids that are received in the required formats and complete in all respects, and submitted online on the stated electronic portal. Incomplete and /or conditional Bids shall be liable to rejection.

2.2 Conflict of Interest

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security paid in accordance with Clause 2.17 of this RFP, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3 Number of Proposals

No Applicant or its Associate shall submit more than one Application. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.4 Cost of Proposal

The Consultant shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Acknowledgement by Applicant

2.5.1 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 the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.5.2 The Authority shall not be liable for any omission, mistake or error 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 the Authority.

2.6 Right to reject any or all Proposals

2.6.1 Notwithstanding anything contained in this RFP, the Authority 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 therefor.

2.6.2 Without prejudice to the generality of Clause 2.6.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.7 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Consultant
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Miscellaneous

Schedules

- 1 **Scope of Work**
- 2 **Appendices**

Appendix – I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Statement of Legal Capacity

Management & Monitoring of Price Stabilization Fund (PSF)

- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Applicant
- Form 6 : Eligible Assignments of Applicant
- Form 7 : Tender Acceptance Letter

Appendix – II: Financial Proposal

- Form 1 : Financial Proposal

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.8. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Proposal Due Date. SFAC will post the reply to all such queries on the Official Website / CPP Portal.
- 2.8.2 SFAC shall endeavor to respond to the queries raised or clarifications sought by the Bidders. 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.
- 2.8.3 SFAC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. 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.

2.9 Amendment of RFP

- 2.9.1 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.
- 2.9.2 The amendment will be notified through a consolidated Corrigendum/Addendum on CPP Portal and this will be binding on all the bidders.
- 2.9.3 In order to afford the Bidders 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

2.10 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 is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11 Format and signing of Proposal

2.11.1 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.

2.11.2 The bid prepared by the Applicant shall comprise of (a) technical bid and (b) financial bid. The technical proposal should comprise of the following documents:

- i. Scanned copy of EMD - Bid Security furnished in accordance with clause 2.17
- ii. Scanned copy of detailed technical proposal - documentary evidence established in accordance with clause 2.12
- iii. Scanned copy of Tender Acceptance Letter (Refer Form 7 of Appendix –I)
- iv. Scanned copy of Tender fee (non refundable) of INR 5,000 in the form of Demand Draft
- v. Scanned copies of documents in the form prescribed in Appendix-I

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.

2.11.3 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 proprietary firm;
- ii. by the partner holding the Power of Attorney prescribed in Form 4 of Appendix -I of this RFP, in case of a partnership firm;
- iii. by a duly authorised person (the “**Authorised Representative**”) holding the Power of Attorney prescribed in Form 4 of this RFP, in case of a Limited Company or a corporation; or
- iv. by the Authorised Representative of the Lead Member, in case of consortium in the prescribed form in Form 4 of this RFP.

A scanned 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.

2.11.4 Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Bidders 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 Date1.

2.12 Technical and Financial Proposal

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

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

- (a) Appropriate credentials have been provided
- (b) The Technical Proposal must not include any financial information
- (c) It does not contain any condition or qualification; and

2.12.3 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by 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 thereunder.

2.12.4 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 Consultant either by issue of the LOA or entering into of the Agreement and if the Selected 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 without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

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

- (i) All the costs associated with the management, audit & inspection, transportation, administrative costs shall be included in the Financial Proposal.
- (ii) For financial evaluation, total cost without service taxes of financial proposal shall be considered.
- (iii) All the costs associated with the assignment shall be included in the Financial

Proposal. These shall normally cover remuneration for all the Personnel, in the field, office etc, accommodation, local transportation, equipment, printing of documents etc

- (iv) Costs shall be expressed in INR.

2.13 Submission of Proposal

2.13.1 Submission of Proposal

The Applicant shall submit their bids only on Central Public Procurement Portal (on-line). Detailed instructions to bidders for on-line bid submission are given below:

Instructions to Bidders for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The Applicant is required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Applicant 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. Applicant are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
2. As part of the enrolment process, the Applicant will be required to choose a unique username and assign a password for their accounts.
3. Applicant 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 Applicant will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a Applicant. Please note that the Applicant are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Applicant 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. Applicant should take into account any corrigendum/addendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Applicant, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Applicant can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids

1. Applicant should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Applicant will be responsible for any delay due to other issues.
2. The Applicant has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Applicant has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

Management & Monitoring of Price Stabilization Fund (PSF)

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

2.14 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
3. CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

2.15 Proposal Due Date

- 2.15.1 Proposal should be submitted before 1500 hrs on the Proposal Due Date on c-ppp portal (online).
- 2.15.2 SFAC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders.

2.16 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.

2.17 Bid Security

The Applicant shall towards securing compliance with the terms of this RFP, furnish along with its technical proposal, bid security (“**Bid Security**”) by way of Bank Guarantee or FDR issued by a scheduled commercial bank in India, of a value equivalent to Rs 1 lakh [one lakh] having validity until expiry of 150 days from PDD. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security or Performance Security (furnished under Contract Agreement), as the case may be, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
- (b) If the Applicant submits conditional bid or the bid is not responsive to terms of this RFP
- (c) If the Applicant, if awarded project in terms hereof, does not execute the Contract Agreement or does not fulfill one or more conditions as set out under the terms of the LOA.
- (d) Fails to sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 days of receipt thereof
- (d) if the Applicant is found to have a Conflict of Interest; and
- (e) if the selected Applicant commits a breach of the Agreement.

D. Minimum Eligibility

2.18 Minimum Eligibility Criteria

- 2.18.1 Minimum Technical Capability:** The Bidder either individually or the consortium together must have following experiences to be eligible to participate in the Bidding Process

Management & Monitoring of Price Stabilization Fund (PSF)

- (a) Experience of providing at least two Program Management / Project Monitoring support to state governments or central government entities for a consulting duration of more than 6 months having a fee not less than 1 Crore each
- (b) Experience of auditing the firms/ institutions with a turnover of more than hundred crores (100 crs) in the last five years

2.18.2 Minimum Financial Capability

- (c) Turnover from professional fee / service charges: The lead member should have a turnover from professional fee at least INR 100 Cr

E. EVALUATION PROCESS

2.19 Evaluation of Proposals

- 2.19.1 **The Authority shall open the Proposals at 1530 HRS on the PDD**, at the place specified in Clause 1.11.1 and in the presence of the Consultant who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date for Consultant whose technical proposal is determined to be responsive and are pre-qualified and shortlisted in accordance with terms hereof.
- 2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with this RFP shall not be opened.
- 2.19.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - (a) the Technical Proposal is submitted in the form specified at Appendix-I;
 - (b) it is submitted by the PDD including any extension thereof;
 - (c) it is accompanied by the Power of Attorney as specified in this RFP in Form 4;
 - (d) it contains all the information (complete in all respects) as requested in the RFP;
 - (e) it does not contain any condition or qualification; and
 - (f) it is not non-responsive in terms hereof.
 - (g) it is accompanied by the Bid Security or /and tender fee in terms of this RFP.
- 2.19.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.19.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in Section 3 of this RFP.
- 2.19.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified Consultant in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Consultant along with their Technical Scores will be read out. The opening of

Management & Monitoring of Price Stabilization Fund (PSF)

Financial Proposals shall be done in presence of respective representatives of Consultant who choose to be present. The Authority will not entertain any query or clarification from Consultant who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.19.7 Bidders are advised that Selection shall be entirely at the discretion of the Authority. Consultant shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.19.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Consultant shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority 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 to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.21 Clarifications

2.21.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If an Applicant does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

F. APPOINTMENT OF CONSULTANT

2.22 Award of Project

After selection, a 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)

Management & Monitoring of Price Stabilization Fund (PSF)

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 Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking 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 within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of scope, proposed methodology, and work plan. Only those Consultant whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score.

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

S.N	Criteria	Max Marks	Evaluation Details
1	Program Management / Project Monitoring / Investment Promotion Projects with minimum one year of consultancy duration (the "Program Management Projects");	25	While awarding marks for the number of Assignments, the Applicant 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 Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score
2	Experience of auditing the firms/ institutions with a turnover of more than five hundred crores (500 crs) in the last five years	25	
3	Accessibility / Presence of offices across the States /UTs	10	
4	Key personnel to be evaluated in the proposal <ul style="list-style-type: none"> • Team Leader (minimum 10 years) • Project Management Expert (minimum 8 years) • Administrative Assistant (3 years) <p>Other personnel for the project whose CVs are not evaluated but would be required to</p>	10 (4+4+2)	

Management & Monitoring of Price Stabilization Fund (PSF)

S.N	Criteria	Max Marks	Evaluation Details
	successfully perform the duties <ul style="list-style-type: none"> • State Audit team • Site inspection team 		
5.	Merchant banking license	10	10 marks if valid licence exists, zero otherwise
6	Approach & Methodology	20	Evaluation on the basis of written submission and presentation
7	Total	100	

3.2 Evaluation of Financial Proposal

3.2.1 In the Financial Proposal, Applicant is required to quote the lump sum amount in lieu of management and monitoring of the PSF in the manner and in such form prescribed in Appendix-II of this RFP (Refer Form 1 of Appendix-II). For financial evaluation, the total fee quoted (including taxes) by the Applicant in the Financial Proposal will be considered.

3.3 Combined and Final Evaluation

3.3.1 Proposals will finally be ranked according to their combined technical (T_b) and financial (C_b) scores as follows:

$$B_b = (0.7) * T_b + (0.3) * (C_{min} / C_b * 100)$$

Where,

B_b = overall combined score of bidder under consideration (calculated up to two decimal points)

T_b = Technical score of the bidder under consideration

C_b = Financial bid value of the bidder under consideration

C_{min} = Lowest financial bid value among the financial proposals under consideration

3.3.2 The Selected Applicant shall be the Applicant having the highest combined score..

4. FRAUD AND CORRUPT PRACTICES

4.1 The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority 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 (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable

to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority 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 Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly 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, 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 of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority 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
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Consultant with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Authority, 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) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) 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.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, 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.
- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 5.5 The selected Bidder shall share a draft contract with the Authority which shall include terms including liquidated damages for lack / poor performance during the contract period. The liquidated damage shall be restricted to 10% of the contract fee over the period of contract.

Schedules



SCHEDULE – 1

Scope of Work

- Assist SFAC and Price Stabilization Fund Management Committee (PSFMC) to Appraise and approve proposals received from State Governments and Central Agencies in accordance with the extant policies for approval of proposal
- Assist SFAC & PSFMC take decisions regarding investing surplus available in the Central Corpus Fund, in other bank instruments like fixed deposits, etc. for better returns. While doing so, it will be guided by extant guidelines on this subject.
- Release and Utilization of Price Stabilisation Fund (PSF): PSA would assist SFAC in release of central corpus fund, support and also oversee proper utilisation of such released funds as per the norms and guidelines of PSF.
- Periodic Analysis of Advance received by State Nodal Agencies: The PSA would oversee on a periodic basis (quarterly/half yearly) the utilisation of PSF by the State/UTs and the central agencies. Any major deviation from the utilisation as stated in the proposal by the recipient agency shall be brought into notice of the SFAC.
- Conducting Annual Audits on behalf of SFAC: The PSA shall conduct annual audit of accounts of the State/UTs and central agencies for which the recipient agency will make available all original records and accounts and fully cooperate in the audit.
- Prepare quarterly statements of the PSF Account to SFAC for verification and inspection.
- Monitor proper functioning of the recipient/implementing agencies:
 - Monitor implementing agency maintains a subsidiary account of the interest free advance made for the corpus.
 - The procured produce is preferably be stored in warehouses accredited under WDRA
 - Procurement of produce is done only from the growers/farmers, farmer producer organizations (FPOs) and corporations at farm gate/mandis and not from traders/commission agents.
- Development and installation of online MIS portal for efficient monitoring information and feedback of operations of PSF
- Monitoring and Reporting: Assist SFAC in effective monitoring of this fund by way of providing quarterly status updates on each recipient/implementing agency across states/UTs. An appropriate MIS may need to be developed for this purpose.
- Advise SFAC suitable measures/corrective actions, if any, during the course of implementation, keeping in view the overall aim & objective of the scheme.
- Any other allied matter for the purpose of implementation of PSF.

Appendices

APPENDIX-I

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

[]

Sub: Selection of Consultant for Management and Monitoring of PSF

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 Consultant (the "Consultant") for Management and Monitoring of PSF . The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; 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 Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority 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 certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, 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 contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

Management & Monitoring of Price Stabilization Fund (PSF)

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of as per the provisions 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 the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Consultant in accordance with the terms of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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 Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.

Management & Monitoring of Price Stabilization Fund (PSF)

15. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

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:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role*
1		
2		
3		

* The role of each Member, as may be determined by the Bidder, should be indicated.

APPENDIX-I

Form-3

Statement of Legal Capacity

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

Ref. Date:

To,

[]

Dear Sir,

Sub: Appointment of Consultant for Management and Monitoring of PSF

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, Constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

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

I/We have agreed that (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of

APPENDIX-I

Form-4

Power of Attorney for Signing of Bid

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 bid for the Appointment of Consultant for Management and Monitoring of PSF (“Project”) proposed or being developed by the SFAC (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 _____, 20**.

For
(Signature)

Witnesses:
(Name, Title and Address)

1. _____
2. _____

Accepted
.....
(Signature & Name, Title and Address of the Attorney)

Management & Monitoring of Price Stabilization Fund (PSF)

Power of Attorney for Lead Member of Consortium

Whereas the SFAC (“the Authority”) has invited bids for Management and Monitoring of PSF (“the Project”).

Whereas, _____, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, __ having our registered office at _____, M/s. ____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at ____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

(signature)
(Name & Title)

Management & Monitoring of Price Stabilization Fund (PSF)

For _____

(signature)
(Name & Title)

For _____

(Name & Title)

(Executants)
(To be executed by all the Members of the Consortium)

Witnesses:

[Notarised]

- 1.
- 2.

Notes for power of Attorney

- *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.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution.*

APPENDIX-I

Form-5

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue (Rs. in million)ε
1.		
2.		
3.		

Certificate from the Statutory Auditors

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of delivery of professional services.

(Signature, name and designation of the authorised signatory) Date: _____
Name and seal of the audit firm: _____

- § In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.
- ε In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

APPENDIX-I

Form-6

Eligible Assignments of Applicant

Name of Applicant:	
Name of the Project:	
Project particulars:	
Description of services performed by the Applicant	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Payment received by the Applicant as professional fees (in Rs. crore) ^ε :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 60 per US \$ for converting to Rupees.

^ε In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

APPENDIX-I

Form-7

Tender Acceptance Letter

(To be given on Company Letter Head)

Date

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Management & Monitoring of Price Stabilization Fund (PSF)

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Tender Inviting Authority: SFAC

Name of Work: Request for Proposal for Selection of Project Support Agency (PSA) for Management & Monitoring of Price Stabilization Fund (PSF)

Contract No: SFAC/1-1/1/ABU (PSF)

Bidder Name :			
<p>PRICE SCHEDULE</p> <p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> <p>"L1 WILL BE CALCULATED ON THE BASIS OF TOTAL AMOUNT WITHOUT SERVICE TAX"</p>			
NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Total Amount in Figures To be entered by the Bidder	TOTAL AMOUNT In Words without Service Tax
1	2	13	55
1	Consultancy Fee of the PSA Services		INR Zero Only
Total in Figures			INR Zero Only
Quoted Rate in Words		INR Zero Only	