Request for Proposal (RFP) for Appointment of Service Provider

For Operation & Maintenance (O&M) of Website, Web Applications and related IT Services of Small Farmers' Agri-business Consortium (SFAC)

SMALL FARMERS' AGRI-BUSINESS CONSORTIUM (SFAC)

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1.0 Introduction

Request for Proposal

Small Farmers' Agri-business Consortium (SFAC) intends to invite proposal in the form of techno-financial bid from interested and technically qualified agencies to provide the services as Service Partner ('SP') to Small Farmers' Agri-business Consortium (SFAC) for operations, maintenance and enhancement ofwebsites and web applications under SFAC (the "Project") for a period of five years ("Contract Period"). The SP needs to be a reputed and professionally equipped agency, having significant experience in websites and web applications development, maintenance and operations for reputed Centre/State/PSU/Autonomousgovernment bodyin the country.

1.1 Background

Small Farmers' Agribusiness Consortium (SFAC) (the "Authority") is a registered Society under the administrative control of Department of Agriculture, Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare (Government of India). Its mandate is to promote agribusiness by linking farmers to investment, technology and markets. SFAC has promoted around 818 Farmers Producer Organisations (FPOs) across the country. These bodies are member owned grassroots institutions, which provide collective bargaining power to small and marginal farmers. Over 8.13 lakh farmers are member of FPOs supported by SFAC. It is implementing central sector schemes like VCA, EGCGFS and eNAM.

Venture Capital Assistance Scheme

Venture Capital Assistance is financial support in the form of an interest free loan provided by SFAC to qualifying projects to meet shortfall in the capital requirement for implementation of the project.

Equity Grant Scheme

Equity Grant Scheme extends support to the equity base of Farmer Producer Companies (FPCs) by providing matching equity grants subject to maximum of INR 15.00 lakh per FPC in two tranche with in a period of three years and to address nascent and emerging FPCs which have paid up capital not exceeding INR 30.00 lakh with a view to the undernoted primary objectives

- a) Enhancing viability and sustainability of FPCs.
- b) Enhancing credit worthiness of FPCs.
- c) Enhancing the shareholding of members to increase their ownership and participation in their FPC.

For more details, please visit our website [www]dot[sfacindia]dot[com].

Section I: Scope of Work/Services for Service Provider

1.1 Takeover of existing infrastructure from existing Service Provider

a. To take over the existing SFAC Website, Web Application modules and Infrastructure Interfaces hosted at private virtual server hosting center on 'as is where is' basis. Service Provider will be responsible for smooth transitioning from the current Service Provider, ensuring business continuity and performance.

1.2 Operations & Maintenance (O&M) Support

O&M Support for SFAC Website, Web Application modules as per Service Levels defined in this RFP. During normal operations, the Service Provider shall ensure Business Continuity and carry out readiness check and submit a report on monthly basis.

1.2.1. Operations and Maintenance of Website and Web Applications

• The Service Provider (SP) shall maintain existing SFAC website and Web Applications.

Backup

- Service Provider shall operate and maintain existing backup and recovery assets.
- Backup copies of information, software and system images shall be taken and tested regularly.

Security and Compliance

- The Website, Web Application modules and Infrastructure shall be protected from fraudulent activity, unauthorized disclosure and modification using existing tools and countermeasures.
- Service provider is responsible for maintaining Infrastructure and application license compliance for the entire period of the contract. The license ownership documents of all assets shall be provided to SFAC.

Requirements Summary:

#	Requirement	Requirement Description
1	Renewal and Maintenance of Domain Registration &Virtual Private Server for hosting of website and web applications developed for SFAC.	 Renewal of Domain Names Renewal of Virtual Private Server Server Issue Resolution (withintwo hours for incident impacting ten or more users) Daily Database Backup.
2	Renewal and Maintenance of Email/Webmail Services	 Renewal of Email/Webmail Services as per existing arrangement. Procurement of any additional storage space for Email. Maintenance of Email accounts per Access Management Audit Requirements. Handling of user issues regarding Emails E.g. login issues, Password Reset, SPAM registering and settings, Attachment scanning and Antivirus Settings for Prevention of possible Spyware and Ransom ware propagation & attacks via emails etc.

3	Maintenance (& Enhancement) of SFAC website	 Review, Update and Maintenance of Site Content as per the defined frequency (or as required by SFAC). Any modification to the website must be done with Approval from SFAC. Testing and Quality Assurance for browser compatibility. GIGW (Guidelines for Indian Government Website) compliant for accessibility to physically disabled persons All notifications/orders uploaded on the
		 website should be digitally signed. All notifications/orders must be in e-Pub or OCR based PDF only. For guidelines refer: https://www.w3.org/TR/WCAG20-TECHS/pdf
4	Search Engine Optimization (SEO) Services	 Maintenance of the rank of the site in the search engines based on a list of keywords (up to 25 words) provided by SFAC. Monthly Reports providing ranking of the website based on the keywords. Reports supporting the work done in improving the rank and other proposed changes as suggested by the SEO Tool used.
5	 Maintenance (& Enhancement)of web applications/MISand related IT infrastructure viz. Sugyan MIS FPO Buyer e-Interface Venture Capital Assistance (VCA) Venture Capital Assistance Recovery VCA Bank Monitoring System Equity Grant Capital Guarantee Funding Scheme (EGCGFS) 	 Access Management Development of new reports, Adhoc Reports or Data (in excel) and Bug Fixes Issue Resolution (within 2 hrs. for incident impacting 10 or more users) Any modification to the web application must be done with Approval from SFAC. Testing and Quality Assurance for browser compatibility.

Onsite Coordinator (Technical Expert):

SP to depute one Onsite Coordinator (Technical Expert) at SFAC Office. The incumbent should be a graduate in Computer Science or B.Tech./B.E. (any discipline) or MCA or MSc. with technical expertise in web hosting, design and development of web applications & websites.

IT Experience: Minimum 4 years

Roles and Responsibilities

- 1. To resolve the issues or bugs in the system and rectification of errors as intimated.
- 2. To provide technical assistance in respect to all the SFAC web applications and website.
- 3. To provide User IDs and passwords for granting access to an interface or emails.
- 4. To make the technical changes or updates as directed.
- 5. To develop new reports and/or generate Adhoc Reports as required.
- 6. Any other IT work assigned.

Technical Skills

- Languages: ASP .NET with C#,
- Scripting Languages: J Query, Java Script, Ajax
- Framework: Microsoft Dot Net 4.5
- Database: MS SQL Server 2012
- Services: Windows Services in C#

Working Hours

As per SFAC working days and working hours but not limited, as the person or the SP team may be required to provide support beyond working hours or on holidays.

Offsite Support Team

Onsite Coordinator will be supported by an offsite support team of SP.

1.2.2. Facilitation & Support to SFAC for carrying out upgrades/updates/replacements

1.2.2.1 Service Provider in addition, has to carefully examine various Hardware & Software tools and components used in developing, provisioning, configuring and monitoring of the website and applications which may require upgrade/update/replacement including patch and version update during the entire period of the contract and accordingly carry out such changes.

1.2.2.2 Service Provider to ensure that any procurement for use in this project such as Hardware, Software tools, components, equipment, device, application, license etc. shall be in the name of SFAC.

1.2.3. Technology Improvements

In addition to the O&M activities, it is expected that Service Provider will perform technology improvements activities. The service provider will be required to submit effort estimate in terms of man-hours for approval of SFAC.

1.2.3.1 Service Provider shall make all SFAC application modules compliant with all leading browser (Internet Explorer, Mozilla Firefox and Google Chrome, Opera, Safari) and will support all new releases/versions of the browsers made available during the tenure of the contract.

1.2.3.2 Upgrading the existing software, wherever required with appropriate product to provide better support and performance may also performed by service provider. The service provider should examine and indicate a plan for the same.

1.2.4. Responsibilities of the New Service Provider during Transition and Takeover

The new Service Provider will perform all functions and services necessary to accomplish the Transition of the entire scope of work including website, web application modules and infrastructure services from the current Service Provider on or before the specified completion dates. Service Provider will be responsible for the overall management of the Transition in accordance with the Transition Plan and will work to ensure the Transition is completed on schedule and to identify and resolve any problems encountered.

Responsibilities of the New Service Provider during Transition include:

1.2.4.1 Perform a smooth transfer of Services from current Service Provider in order to meet SFAC business requirements without any disruption to SFAC's services.

1.2.4.2 Implement a detailed Transition Plan with Transition Responsibilities of the Service Provider that will reflect a granular level of detail required to carry out and manage the Transition within the timelines provided in the RFP.

1.2.4.3 Develop and submit a detailed Transition Risk Management Plan that will identify potential risks, set out possible mitigation approaches, and identify specific tasks the Service Provider will undertake to help avoid identified risks connected with the Transition.

The transition phase will be for a period of one month that will include a period of Parallel Run with the incumbent service provider (reverse shadow, one week).

Meet SFAC officers on a regular basis and provide SFAC with a detailed weekly progress report during Transition.

1.2.4.4 Transition Completion Certification

Upon completion of Transition, the Service Provider is required to issue Transition Completion Certificate which will be scrutinized by SFAC. Transition Completion Certificate to be submitted by the Service Provider must necessarily be accompanied with the following document:

- a) List of Assets taken over (with access details)
- b) Details of deployment of Manpower
- c) Details of AMC & Licenses from OEM (with ownership details and validity).

Based on scrutiny, SFAC will issue Transition Acceptance Certificate. It will be responsibility of the Service Provider to take corrective action required to remove any shortcomings listed by SFAC in Transition Acceptance Certificate.

1.2.5. Service Level Agreement (SLA) Requirements for Operations& Maintenance Phase

Service Provider will be responsible for providing Services as per Service Levels defined.

Up-Time: 99.9% during business hours (09:00 AM to 6:00 PM)
Server Issue Resolution: within 2 hours for incident (impacting 10 or more users)
DB Backup Frequency: Complete BackupDaily
Application Issue Resolution: within 2 hours for incident (impacting 10 or more users)

And for services where SLAs are yet to be established, extend advisory to SFAC on defining those SLAs and even revising SLAs to industry standards.

1.2.6. Terms& Conditions

Pre-bid Meeting

A pre-bid meeting would be held as per the schedule and notified location. Those bidders desirous of attending the pre-bid meeting may please register their names by sending an email addressed to info@sfac.in latest as mentioned in date schedule.

Bidders are required to direct all communications for any clarification related to this RFP, to SFAC either during the pre-bid meeting or through email to info@sfac.in as per schedule. All queries relating to the RFP, technical or otherwise, must be in writing only. SFAC will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders. However, SFAC will not answer any communication initiated by bidders after the completion of pre-bid meeting. Responses to queries will only be provided to the bidder via CPP portal. If SFAC in its sole and

absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then SFAC reserves the right to communicate such response to all bidders.

1.2.7. Brief description of Bidding Process

The Authority has adopted a two stage online bidding consisting of submission of a Technical Bid and a Financial Bid (both terms are defined hereafter) (the "Bidding Process"), their test to check the responsiveness, fulfilment of Eligibility Criteria, The Bidding Documents in its entirety will be available for download from the website http://eprocure.gov.in/eprocure/app ("e-Procurement **Portal**") from the date mentioned in the schedule. To participate in the Bidding Process, the Bidder should complete all stages of purchase; download from the e-Procurement Portal and final bid submission through the e-Procurement Portal. Bids which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Bidders are advised to download the Bidding Documents latest by one day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process. The Bidders are required to register on e-Procurement Portal and shall have to pay registration fee. Bidders are required to obtain digital signature to upload the Technical and Financial bid. Bidders are requested to visit e-Procurement Portal for the details related to online registration and submission of Bids.

The Bidder shall pay to the Authority a non-refundable sum of ₹ 1,000/- (Rupees One Thousand only) to be submitted vide demand draft drawn on any Scheduled Commercial Bank in India in favour of Small Farmers' Agri-business Consortium payable at New Delhi, as the cost of downloading the Bidding Documents ("Document Fee").

For the avoidance of doubt, no exemption from payment of Document Fees is permitted for any category. Further, a scanned attested copy of the receipt of payment of the Document Fees shall be uploaded by the Bidder along with its Technical Bid on the e-Procurement Portal.

Eligibility and qualification of the bidder (The "Bidder", will be first examined based on the details submitted ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online ("Financial Bid") shall be opened of only those Bidders who's Technical Bids are responsive to Eligibility Criteria's and other qualifications requirements as per this RFP. For avoidance of doubt, it is clarified that Financial Bid has to be submitted online only. No physical hard copy of Financial Bid is to be submitted by the Bidders or shall be admitted for determination of responsiveness.

Eligibility Criterion

- 1. The bidder should be a registered company. (Copy of Certificate of registration is required to be uploaded by the bidder)
- 2. A company shall provide evidence that it is a current legal entity in India, with impeccable repute in managing equally large and data oriented sites and applications, with at least 3 years' experience in Centre/State/PSU/Autonomousbody, managing similar websites and applications may apply.Proof of experience to be uploaded.
- 3. The bidders should meet the following qualifying criteria with average annual turnover during the last 3 financial years ending 31st March, 2017-18; 18-19; 19-20.List of supported document to be uploaded as Annexure.

- 4. Turnover Criteria of the Firms in Rupees (Minimum) INR 50 Lakhs
- 5. The company should have experience of hosting websites and web applications with interactive features.List of supported document to be uploaded as Annexure.
- 6. The company should depute one onsite coordinator with experience in hosting websites and web applications with interactive features.List of supported document like profile/resume to be uploaded as per the format in Annexure.
- 7. The bidding company must warrant that no legal action has been taken or being undertaken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s). Documents in support to be uploaded as Annexure.
- 8. The bidding company should have a fully functional development and service center in New Delhi or NCR (mere marketing and representative office will not qualify). Document in support to be uploaded.

Data Ownership

The ownership of entire data hosted in the SFAC's official website and web applications, in all forms including text, data, graphics, animations, audio/video content, etc., rests only with SFAC even if the service provider facilitates hosting the content on the website on a server owned by the service provider. Similarly, the ownership of all source code of website/ software used for the purpose of hosting the content on SFAC's corporate website and web applications would rest with SFAC. SFAC reserves the right to change the service provider with three month notice period. The source code along with other software/data required to migrate the entire website from the current service provider to the service provider/ representative as informed by SFAC, would have to be provided to SFAC and handhold/ facilitate the migration activity with new vendor whenever the same is asked for by SFAC.

Period of Assignment

The assignment, i.e. contract, of the maintenance of the website, web applications and infrastructure will be for a period of five years subject to review of services every year. However, both parties will have the option to terminate the contract with a notice period of three months or on mutually agreed notice period.

Two-Stage Bidding Process

- For the purpose of selection of the vendor, a two-stage Quality- and Cost-Based Selection (QCBS) bidding process will be followed with 70% weightage towards Technical Bid and 30% weightage towards Commercial Bid.
- ii. The 'Technical Bid' will contain technical details, whereas the 'Commercial Bid' will contain pricing information. The Technical Bid should NOT contain any pricing or commercial information at all.
- iii. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- iv. The proposal as well as all related correspondence exchanged by the Firm(s) and the Employer shall be written in English language, unless specified otherwise.

- v. In the first stage, only the 'Technical Bids' will be opened online and evaluated. Those companies whose bids satisfy the technical requirements as detailed in this RFP shall be short-listed for an individual presentation in front of the committee.
- vi. Under the second stage, the Commercial Bids of those companies whose bids have been short-listed earlier on the basis of evaluation of their Technical Bids and Presentation, will only be opened for further processing.
- vii. Firm(s) shall express the price of their Assignment/Job in Indian Rupees.
- viii. SFAC may call for further clarifications, additional particulars required, if any, on the technical/commercial bids submitted. The vendor has to submit the clarifications/additional particulars in writing within the specified date and time. SFAC at its discretion may disqualify the bidder's offer, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- ix. Amendments to this bid document may be issued at any time, prior to the deadline for the submission of bids. From the date of issue, amendments to the bid document shall be deemed to form an integral part of the bid document.
- x. SFAC reserves the right to call for an individual presentation on the features etc., from the shortlisted bidders based on the technical bids submitted by them to make an evaluation.
- xi. The commercial bid should contain quotation for end-to-end solution including web hosting services as envisaged in this document.
- xii. The bids must be submitted in accordance with the format specified in this document only.
- xiii. Bidding companies must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

Kindly ensure to submit the bids in the formats as given in Annexure I (Technical Bid) and Annexure II (Commercial Bid) online.

Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal:

- 1. Copy of Contract/work orders/Completion Certificate indicating the details of previous assignment, client etc. duly self-certified.
- 2. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises since its incorporation.
- 3. Statement supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the bidder/s.
- 4. Certificate of Incorporation, PAN Number & GST Registration (GST Number).
- 5. Tender Acceptance letter declaring the offer to be unconditional, confirming its validity for 90 days and a list of all the documents submitting along with the Bid.

Technical Evaluation Criteria

S.No.	Criteria	Max. Marks
1.	Company Experience in Design & Development of Govt. /	45
	PSU / Corporate bodies Websites / Web Portals / Web	15 marks per eligible project
	Applications.	
2.	Onsite Coordinator (Technical Expert) experience on Govt. /	25
	PSU / Corporate bodies in Websites / Web Portal design,	
	development, hosting and maintenance.	
	Total Marks	70 marks
Technical Presentation		30 marks

Technical Presentation

The bidder/agency may be asked to make a brief presentation (around 15 minutes) of their credentials and the proposed methodology/ approach, before the Evaluation Committee. The date, time & venue of the presentation will be intimated separately.

Timeline frame for bidding

The time frame for the bidding process is as under:

Events	Tentative Dates
Uploading of RFP on Central Public Procurement Portal	28 th September, 2021 at 15:00 hrs.
Start of Query Submission	28 th September, 2021 at 15:00 hrs.
Pre-Bid meeting with Bidders	4 th October, 2021 at 15:00 hrs.
Last date for receipt of bidders' queries	6 th October, 2021 at 18:00 hrs.
Response to queries	11 th October, 2021 at 17:00 hrs.
Start of Bid submission	14 th October, 2021 at 10:00 hrs.
Last Date and Time for receipts of Proposals	1 st November, 2021 at 17:00 hrs.
Time & Date of opening of Technical bids	5 th November, 2021 at 15:00 hrs.
Shortlisted Bidder presentations	will be communicated to
	shortlisted bidders via email
Opening of commercial bid	will be communicated to
	shortlisted bidders via email

Implementation and Payment Schedules

In case your proposal is accepted and order is placed to you, the transition work as per scope of work mentioned in this RFP against the order should be completed within the period stipulated in the order. SFAC reserves the right to recover any loss sustained due to delayed delivery by the way of penalty. Failure to complete the work with satisfactory performance based on the service parameters and milestones shall entitle SFAC for imposition of penalty without assigning any reasons at the rate of 0.25% per day subject to a maximum of 10% of the tender value unless extension is obtained in writing from the SFAC on valid ground before expiry of transition period.

The website, web applications and infrastructure are expected to be fully supported by the end of transition period. SFAC expects the service provider to submit a clear road map for achieving this target. Transition plan includes the shadowing and reverse shadowing. Since the ownership of the source code used for customizing and hosting SFAC's website rests with SFAC, the source code

must be handed over to SFAC immediately after completion of transition. Whenever, there is any modification/addition in the source code during warranty/AMC period, the modified/changed source code must be handed over immediately to SFAC. The ownership of source code and its related Intellectual Property Right (IPR) with reference to SFAC's official websites and web applications will lie with SFAC only. In case, SFAC wishes to change the service provider for the scope of work mentioned in this RFP at any time, the existing vendor/ agency shall handhold and support the new vendor to migrate the existing source code and its database within a time bound manner.

Following would be the payment schedule (terms of payment) for each Phase:

Payment	Frequency
On completion of each month (with	Monthly Fee
satisfactory performance based on the service parameters and milestones) Invoices to be submitted and Approved for payment by	
SFAC.	

** Any delay in the payment (due to unforeseen circumstances or delayed deliverables) to be acceptable by the SP and no interest shall be payable by SFAC for the delayed period.

Section II: Annexures to RFP

Annexure 01 – Instructions to Bidders

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid either individually or as member of a consortium. In this regard, it is further clarified that no Consortium of entities are permitted to submit their Bid for the purposes of this RFP.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Service Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Service Agreement.
- 2.1.3 The Bid shall be furnished in the format prescribed in this RFP. The Technical Bid shall be as per **Appendix IA** and the Financial Bid shall be as per **Appendix IB** of the RFP. The Financial Bid percentage shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 The Bidder shall deposit a **Bid Security of INROne Lakh (Rupees One Lakh only)** for the Project, in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format at **Appendix-II**.Provided, if a Bidder is MSME as evidenced by submission of registration as per provisions of the Public Procurement Policy for MSEs as notified by Government of India from time to time, the Bidder shall not be required to submit the Bid Security. In such a case the Bidder shall be required to submit the Certificate of Registration for MSME and EMD exemption certificate with list of services for which exemption allowedalong with the Bid submission. Bidder must ensure that the List of Services as per the RFP are matching with the list of exempted services under MSME exemption certificate.
- 2.1.5 The validity period of the Bank Guarantee shall not be less than 180 (One Hundred Eighty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder, who's Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Draft Service Agreement.
- 2.1.6 The Bidder should submit a power of attorney as per the format as specified in Appendix-III, duly supported by a charter document or board resolution in favour of executant, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

- 2.1.9 The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.10 This RFP is not transferable.
- 2.1.11 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.12 A Bidder may either be a company incorporated under the Companies Act in force in India or the applicable laws of the jurisdiction of its origin, or be a Partnership Firm or Limited Liability Partnership (LLP) incorporated or registered under applicable governing laws.
- 2.1.13 Any entity which has been barred by the Central/ State Government, or any entity owned or controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid. The Bidder shall be required to submit an undertaking to this effect, duly signed by its Director/ Chairman.
- 2.1.14 A Bidder including any Associate should, in the last 3 (three) years, 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 Bidder or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate.
- 2.1.15 The following conditions shall be adhered to while submitting a Bid:
 - a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - b) In responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with this RFP; and
- 2.1.16 The following provisions shall apply to all Bidders:
 - a) While evaluating applications, regard will be paid to national defense and security considerations.
 - b) Offer received from any Bidder may be summarily rejected on national security consideration without any intimation thereof to the bidder.
 - c) The Bidders will also abide by the various statutory requirements on the protection of the environment, anti-pollution measures, safety, conservancy etc., and also abide by the directives issued by the Government of India; Ministry of Agriculture, Cooperation and Farmers' Welfare, in this regard from time to time.
- 2.1.17 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.1.18 In manner of any terms and conditions, will be treated as per norms of GFR, (Financial rules of Government of India).

2.2 Eligibility and qualification requirements of Bidder

- 2.2.1 For determining the eligibility of Bidder the following shall apply:
 - a) No consortium of entities is allowed to submit its Bid, and therefore, no potential bidder can be member of another Bidder. A Bidder can either be a duly incorporated and registered under the extant respective laws applicable in India; no other entity shall be eligible to submit its Bid under this RFP.
 - b) Any entity/trader (including the institutional buyers etc.) which is consumer of and/or avails similar services or intends to become a consumer of such services during term of the Service Agreement; would have or deemed to have material conflict with the services that the SP selected hereunder is envisaged to render under the Service Agreement, and therefore shall be ineligible to bid for the Project.
 - c) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Service Agreement. In the event any such adviser is engaged by the Selected Bidder after issue of the LOA or execution of the Service Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Service Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Draft Service Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

Provided that, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and encash the Bid Security as per Clause 2.19.6 (a) and may further debar it from participation in any future procurement process for a minimum period of one year.

2.2.2 To be eligible for this RFP a Bidder shall also require to fulfill the following conditions of eligibility, ("Eligibility Conditions"):

2.2.2.1 <u>Technical Capacity:</u>

For demonstrating technical capacity and experience, the Bidder shall be required to fulfill and demonstrate the following technical criteria's (the "Technical Capacity"):

- a) The Bidder shall demonstrate a track record of providing technical assistance/ consulting services/ advisory services in projects/services. Any of these documents is to be provided: Certificate of Registration/ Incorporation and Client Certificates/ Work Orders/ Copy of Contract/ Statutory Auditor's Certificates/ C. A Certificates is required to be submitted in support of such experience.
- b) The Bidder shall provide documentary evidence by way of Statutory Auditor' /Chartered Accountant's certificate and/or Work orders/ Client Certificates/ Completion Certificates and/or agreement copy and/or Letter of Award as the case may be, in support of the Technical Capacity as specified in this Clause. Also, self-certification by Head, HR/Personnel/Administration of the agency is to be provided to confirm the strength of technical and consulting staff in the Bidder as on 01 January 2020. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.

2.2.2.2 Financial Capacity:

For demonstrating financial capacity, the Bidder shall have to fulfill the following conditions (the "Financial Capacity"):

- a) The Bidder shall have positive net worth at the Close of the financial year immediately preceding the Bid Due Date.
- b) The Bidder shall have Minimum Average Annual Turnover of INR 50 Lakh for precedingthree financial years, from services rendered by it in India in relation to technical assistance/ consulting/ advisory services in projects/assignments. For the purpose of this clause, the financial year shall, mean the accounting year followed by the Bidder in the course of its ordinary business.

Audited financials for preceding three financial years is to be submitted by the bidder in support of the financial capacity.

For the purposes of this RFP, Net Worth means:

- a) In case the Bidder is a company, the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
- b) In case the Bidder is any other entity the aggregate value of the paid up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

For the purposes of this RFP, Turn Over means the aggregate value of the realization of amount made from the supply of services similar to the services required to be rendered by the Selected Bidder under the Project, by the Bidder during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.

The Bidders whose Bids are responsive to requirements hereunder, and meet the aforesaid Eligibility Criteria, shall be eligible for further evaluation, scoring (including inter alia by way of being called for and making technical presentation at pre-specified time) and determination/identification of Qualified Bidders in accordance with the criteria for opening and evaluation of their Financial Bids towards selection of the highest bidder.

- 2.2.3 The Bid must be accompanied by the audited annual reports of the Bidder for the last three financial years preceding the Bid Due Date. If the bidder's annual accounts for the latest financial year are not audited, the Bidder may submit provisional balance sheet and shall give an undertaking to this effect.
- 2.2.4 The Bidder ought not to have been debarred/ blacklisted/it's any agreement ought not to have been terminated by the Central/ State Government or its instrumentalities. The Bidder ought not to have been convicted in any criminal case by any court of competent jurisdiction in connection with any assignment. Self-certification to this effect by the authorized signatory of the Bidder is to be provided. False certification and/ or nondisclosure of material facts ought to have been disclosed will lead to forfeiture of the Bid Security and disqualification from the evaluation process.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.4 Number of Bids and Cost of Bidding

- 2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid.
- 2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Verification of Information:

- 2.5.1 It shall be deemed that by submitting a Bid, the Bidder has:
 - a) Made a complete and careful examination of the Bidding Documents;
 - b) received all relevant information requested from the Authority;
 - c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents;
 - d) satisfied itself about all matters, things and information required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement by the SP;
 - f) Acknowledged that it does not have a Conflict of Interest or suffers from any disqualification; and
 - g) Agreed to be bound by the undertakings 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, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

- 2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - a) At any time, a material misrepresentation is made or uncovered, or
 - b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the highest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.6.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be

disqualified forthwith if not yet appointed as the SP either by issue of the LOA or by entering into the Service Agreement, and if the Selected Bidder has already been issued the LOA or entered into the Service Agreement, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever to the Selected Bidder or the SP. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Service Agreement or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents, and will additionally include any Addenda issued in accordance with Clause 2.9.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority via e-mail in accordance with Clause 1.2.6. They should send in their queries before the date mentioned in the Schedule. The Authority shall endeavor to respond to the queries within the period specified in the schedule. The responses may be sent by e-mail. The Authority may forward all the queries and its responses thereto, to all Bidders without identifying the source of queries and shall also upload the responses on the e-Procurement Portal.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to major deviations found in the Bid and 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.
- 2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum issued hereunder will be in uploaded on the e-Procurement Portal

- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.
- 2.9.4 The Bidders who have downloaded the Bidding Documents are advised to regularly check for amendments/corrigendum/clarifications, if any issued by the Authority and which shall form part and parcel of the Bidding Documents. Such amendments /corrigendum/clarifications will be posted on thee-Procurement Portal (http://eprocure.gov.in/eprocure/app). Any ignorance on the part of the Bidder in not checking the e-Procurement Portal will not be an excuse and the Authority not be responsible if any Bidder omits to notice any amendments/corrigendum/ clarification.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and which are submitted on the e-procurement portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or not submitted online on E-Procurement Portal (http://eprocure.gov.in/eprocure/app) shall be rejected.
- 2.10.2 The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the annexures thereto, on the e-Procurement Portal. Each page of the Bid shall be signed digitally by the Bidder. The Bidders shall sign their Bids using Class III Digital Certificates, upon uploading the soft copy of the Technical Bid to the e-Procurement Portal.

2.11 Documents comprising Technical and Financial Bid

2.11.1 The Bidder shall submit the Technical Bid and Financial Bid online only. There shall be no physical hard copy submission of the Bid under any circumstance.

The Technical Bid shall comprise of the following documents along with supporting documents as appropriate:

Technical Bid

- a) Tender acceptance letter as per the format in Appendix-V.
- b) Appendix-IA (Annexure I to VII) and supporting certificates / documents;
- c) Document in support that the bidding company have a fully functional development and service center in New Delhi or NCR (mere marketing and representative office will not qualify).
- d) Power of Attorney for signing the Bid as per the format at Appendix-III;
- e) Copy of the certificate of incorporation or equivalent, PAN Number & GST Registration (GST Number);
- f) Copies of Bidder's duly audited Balance sheet, Profit and Loss (P&L) statement and ITR for preceding 3 years;
- g) Bid Security of INR 1,00,000 (Rupees One Lakh only), in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Commercial Bank in India; or alternatively Certificate of Registration for MSME and EMD exemption certificate with list of services for which exemption is allowed.
- h) Copy of the Document Fee of INR 1000 (Rupees One Thousand Only), by way of Demand Draft, inaccordance with Clause 1.2.7.

For the avoidance of any confusion, scanned copies of the above mentioned documents shall be uploaded online on the e-Procurement Portal on or prior to the Bid Due Date.

Financial Bid

The Financial Bid, which shall be uploaded online (no hard copy submission), shall consist of the following particulars:

- a) Bill of Quantities (BOQ) format as available on CPPP Portal
- 2.11.2 The Technical Bid shall be submitted online only on the e-Procurement Portal (http://eprocure.gov.in/eprocure/app). For the online submission, each page of the Technical Bid, including the annexures thereto, shall bear the digital signature of the Bidder. The Bidders are required to sign their Bids using Class III Digital Certificates at the time of uploading the soft copy of the Technical Bid. The scanned copy of documents, mentioned above in Clause 2.11.1, comprising of the Technical Bid shall be uploaded online in proper resolution.
- 2.11.3 The Financial Bid shall be submitted online only on the e-Procurement Portal. The Financial Bid shall not be submitted physically in hard copy. Any submission of Financial Bid in hard copy shall lead to the Bid being rejected in its entirety and declared as non-responsive. Each page of the Financial Bid shall bear the digital signature of the Bidder. The Bidders are required to sign their Bids using Class III Digital Certificates only.
- 2.11.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

2.11.5 Submission of Proposal

Technical and Financial proposal shall be submitted online only. However following shall besubmitted in hard copy (originals)

- 1. Tender Acceptance Letter
- 2. Power of Attorney
- 3. Undertaking stating that firm/organization is not blacklisted
- 4. DD for Document Fee (Scheduled Bank)
- 5. Bank Guarantee for Bid Security

and addressed to the Managing Director, SFAC, NCUI Auditorium Building, 5th Floor, 3 Siri Institutional Area, August Kranti Marg, HauzKhas, New Delhi 110 016. The outer envelopemust be further clearly marked "BID FOR APPOINTMENT OF SERVICE PROVIDER - FOR OPERATION & MAINTENANCE (O&M) OF WEBSITE, WEB APPLICATIONS AND RELATED IT SERVICES OF SMALL FARMERS' AGRI-BUSINESS CONSORTIUM (SFAC)".

2.12 Bid Due Date

Technical & Financial Bid comprising of the documents listed at Clause 2.11.1 of the RFP shall be submitted online on or before the Bid Due Date (as per schedule) in the manner and form as detailed in this RFP.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Procedure for tendering

2.14.1 <u>Submission of Bids:</u>

2.14.1.1 The Bidder shall submit the Technical and Financial Bid online on the e-Procurement Portal on or prior to the Bid Due Date. The Authority shall not entertain any physical submission of any of the Bid.

Any physical submission of the Technical and/or Financial Bid shall lead to the rejection of the Bid as being non-responsive.

2.14.1.2 The Bidder will receive a system generated acknowledgement of its Bid submission on the e-Procurement Portal to confirm successful uploading of its Bid.

2.15 Rejection of Bids

- 2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 2.15.3 If the SP fails to fulfill the terms of contract including but not limited to negligence whether in contract, tort, statute or otherwise, SFAC may claim liquidated damages against the SP.

2.16 Validity of Bids

The Bids shall be valid for a period of 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will 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 is 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.

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.19 Bid Security

2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of a bank guarantee issued by Scheduled Commercial Bank in India, in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than **180 (one hundred eighty) days** from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bank Guarantee must be enforceable in Delhi.

For the avoidance of doubt, "Scheduled Bank" shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.19.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as nonresponsive. As part of the Bidding Process and for the avoidance of any confusion, the Bidder shall submit a scanned copy of the Bid Security along with online submission of the Technical Bid.
- 2.19.3 Save and except as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.
- 2.19.4 The Selected Bidder's Bid Security will be returned, without any interest, upon its signing of the Draft Service Agreement and furnishing the Performance Security of **INR 2 Lakh** in the form of Bank Guarantee in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Draft Service Agreement.
- 2.19.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.19.6 The entire Bid Security shall be forfeited and appropriated by the Authority as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise under the following conditions:
 - a) If a Bidder submits a non-responsive Bid;
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
 - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - d) In the case of Selected Bidder, if it fails within the specified time limit
 - i. To sign and return the duplicate copy of LOA;
 - ii. To sign the Service Agreement; or
 - iii. To furnish the Performance Security within the period prescribed thereof in the Service Agreement;

In case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security as may be required in the Service Agreement.

D. FRAUD AND CORRUPT PRACTICES

2.20 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Draft Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder is directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Service Agreement, or otherwise.

- 2.21 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 Service Agreement, or otherwise if a Bidderis 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 Bidding Process, or after the issue of the LOA or the execution of the Service Agreement, such Bidder at the sole and absolute discretion of the Authority, 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 Bidder, or Contractor, 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 or restrictive practice, undesirable practice or indulged in any corrupt practice, fraudulent practice or indulged in any corrupt practice, fraudulent practice, coercive practice, fraudulent practice or indulged in any corrupt practice, fraudulent practice or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 2.22 For the purposes of this section, 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 actions of any person connected with the Bidding 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 Bidding Process or the LOA or has dealt with matters concerning the Draft Service 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 Bidding Process); engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Draft Service Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Draft Service Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding 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 Bidding Process; or (ii) having a Conflict of Interest; and
 - e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

E. PRE-BID CONFERENCE

- 2.23 Pre-Bid conference of the Bidders shall be convened at the SFAC office on the designated dateand time as mentioned in Clause 1.3 of this RFP. A maximum of three representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 2.24 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

F. MISCELLANEOUS

- 2.25 The Bidding 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 Bidding Processincluding any terms and conditions specified in this RFP.
- 2.26 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 Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any Bidder 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 Bidder; 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 Bidder.
- 2.27 It shall be deemed that by submitting the Bid, the Bidder 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 2.28 SFAC reserve the rights to cancel/ terminate the RFP at any time or any stage without prior notice and clarifications.

<u>Appendix-IA</u> <u>Annexure-I</u> Details of Bidder

- 1. (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
- 2. Brief description of the company 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:
- 4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
- 5. The following information shall be provided for each Bidder:

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or		
	any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder paid liquidated damages of more than 5% (five		
	percent) of the contract value in a contract due to delay or has been		
	penalised due to any other reason in relation to execution of a		
	contract, in the last three years?		

6. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Appendix-IA Annexure-II

Technical Capacity of the Bidder

(Refer to Clauses 2.2.2(A) and 3.5 of the RFP)

A- Applicant's Experience

[Using the format below, provide information on each assignment submitted by you in support of your Technical Capacity as requested under this assignment in respect of which your entity for this assignment was contracted.]

Assignment Name:	Approx. Value of the Contract:		
Country:	Duration of Assignment (in months):		
Location within Country:			
Name of Client:			
Address:			
Start Date:			
Completion Date:			
Narrative Description of Project:			
Description of Actual Services Provided by your Staff within the assignment:			

Firm's Name:

*Client certificate and/or statutory auditor's certificate and/or Chartered Accountant's certificate and/or agreement copy and/or Work orders and/or Completion Certificates and/or Letter of Award, evidencing the aforementioned experience of the bidder (corresponding to the Clause 2.2.2(A)) to be also attached.

Appendix-IA

Annexure-III

General Description of the Team

S. No.	Name	Position	Area of Expertise

Note: C.V. of the team members to be provided in the format given at Annexure-IV

Appendix-IA

Annexure- IV

CURRICULUM VITAE (CV) OF PROPOSED Onsite Coordinator (Technical Expert) FOR THE ASSIGNMENT

- 1. Proposed Position (only one candidate shall be nominated for proposed position):
- 2. Name of Entity (Insert name of entity proposing the staff):
- 3. Name of Staff (Insert full name):
- 4. Date of Birth: _____ Nationality: _____
- 5. Education (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment): _____
- 6. Membership of Professional Association: _____
- 7. Publication (Indicate books, research papers and other articles published in reputed journals):
- 8. Other Training(s) (Indicate significant training since degrees under 5 Education were obtained):
- 9. Countries of Work Experience (List countries where staff has worked in the last ten years):
- **10. Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:

From: (Year) _____To: (Year) _____ Employer: Position Held: Technologies:

11. Detailed Task Assigned

[List all tasks to be performed under this assignment]

12. Work undertaken that Best illustrates capability to handle the tasks assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10]

Name of assignment or project:
Year:
Location:
Client:
Main project features:
Positions held:
Activities performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of staff member or authorized representative of the staff]

Full name of authorized representative: ______

Name of Authorized Representative of the Firm

Signature

Date

<u>Appendix-IA</u> Annexure-V

Financial Capacity of the Bidder

(To be certified by the statutory auditor/ Chartered Accountant)

(Refer to Clauses 2.2.2(B) and 3.6 of the RFP) (In INR. Crore)

1.	
Year	Average Annual Turnover (In Rs. Crore)
2019-2020	
2018-2019	
2017-2018	
Total average turnover for the Three	
Financial Years Immediately Preceding	
the BDD	

It is certified that the Turnover has been computed as per **Clause 2.2.2(A)** of the RFP.

Signature of Chartered Accountant/ Statutory Auditor

Name of Chartered Accountant/ Statutory Auditor

Membership No.

Т

Name of Company

Name & address of Bidder's Bankers:

Instructions:

- 1. The Bidder shall attach copies of the ITR, balance sheets, financial statements and Annual Reports in accordance with **Clause 2.2.3** of the RFP. The financial statements shall:
 - a. reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

<u>Appendix-IA</u> <u>Annexure-VI</u> Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To, [.....] Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

<u>Appendix-IA</u> <u>Annexure-VII</u> Declaration that the bidder has not been blacklisted

(To be forwarded on the letterhead of the Bidder)

То

Subject: Undertaking

Dear Sir/Madam,

We confirm that our company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

SFAC shall have the right to take appropriate action against us, in case any of the above information is found to be false or incorrect.

Date	
Place	

Signature of Authorized Signatory
Name of the Authorized Signatory
Designation
Name of the Organization
Organization seal

Appendix – II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.6 and 2.19.1)

B.G. No. Dated:

- 1. In consideration of you, Small Farmers' Agri-business Consortium (SFAC), having its office at 5th Floor, NCUI Auditorium Building, August Kranti Marg, HauzKhas, New Delhi – 110016, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under Companies Act, 1956/2013 or a Partnership Firm or LLP incorporated or registered under applicable governing laws) and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Appointment of Service Provider (SP) for operations, maintenance and enhancement of websites and web applications under Small Farmers' Agri-Business Consortium (SFAC), Ministry of Agriculture, Cooperation and Farmers' Welfare, Government of India (hereinafter referred to as "the Project") pursuant to the RFP Document dated [XX] issued in respect of the Project and other related documents including without limitation the Draft Service Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at Delhi (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of 1 Lakh (Rupees One Lakh only)as bid security (hereinafter referred to as the "Guarantee"), encashable at any of our branches including our branch at Delhi, as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall

be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR 1 Lakh (Rupees One Lakh only).

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

- 10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to 1 Lakh (Rupees One Lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by Bank

By the hand of Mr./Ms., its...... and authorized official. (Signature of the Authorized Signatory) (Official Seal)

Appendix-III

Format for Power of Attorney for signing of Bid¹

(Refer Clause 2.1.8) (To be executed on Stamp paper of Rs 100/-)

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....., who is presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "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 Appointment of Service Partner (SP) for operations, maintenance and enhancement of web sites and web applications under the Small Farmers' Agri-Business Consortium (SFAC), Ministry of Agriculture, Cooperation and Farmers' Welfare, Government of India (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' 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 Draft Service 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 Draft Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.

For

(Signature, name, designation and address of person authorized by Board Resolution

¹To be submitted in original
Witnesses:

1.

2.

Notarised Person identified by me/personally appeared before me		
/signed before me/Attested/Authenticated*		
(*Notary to specify as applicable)		
(Signature, Name and Address of the Notary)		
Seal of the Notary		
Registration Number of the Notary		
Date		

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100/- to the place of execution (if required under applicable laws).

Appendix - IV Checklist

(Mandatory Documents to be uploaded in the Technical bid.)

	TECHNICAL BID DOCUMENTS.	
1	Details of Bidder as per format given in Appendix-IA (Annexure-I)	Yes / No
2	Power of Attorney for signing the Bid as per the format at Appendix-III; duly supported by a charter document or board resolution in favour of executant.	Yes / No
3	Copy of the certificate of incorporation or equivalent, PAN Number & GST Registration (GST Number).	Yes / No
4	Financial Capacity of the Bidderas per the format at Appendix-IA (Annexure-V), Copies of Bidder's duly audited Balance sheet, Profit and Loss (P&L) statement and ITR for preceding 3 years;	Yes / No
5	Copy of tender acceptance letter as per the format in Appendix-V.	Yes / No
6	Statement of Legal Capacity as per format at Appendix-IA (Annexure-VI) supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the bidder/s.	Yes / No
7	Technical Capacity of the Bidder as per the format in Appendix-IA (Annexure-II); Copy of Contract/work orders/Completion Certificate indicating the details of previous assignment, client etc. duly self-certified.	Yes / No
8	The bidding company should have a fully functional development and service center in New Delhi or NCR (mere marketing and representative office will not qualify). Document in support to be uploaded.	Yes / No
9	An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises since its incorporation in the format at Appendix-IA (Annexure VII)	Yes / No
10	Copy of the Document Fee of INR 1000 (Rupees One Thousand Only), by way of Demand Draft, in accordance with Clause 1.2.7.	Yes / No
11	Bid Security of INR Rs. 1.00 Lakh (Rupees One Lakh only), in the form of a Bank Guarantee in the format at Appendix-II from a Scheduled Commercial Bank in India; or alternatively Certificate of Registration for MSMEand EMD exemption certificate with list of services for which exemption is allowed	Yes / No
12	Curriculum Vitae (CV) of proposedOnsite Coordinator (Technical Expert) for the assignment as per format given in Appendix-IA (Annexure IV)	Yes / No
13	General Description of the Team as per format given in Appendix-IA (Annexure-III); C.V. of the team members to be provided in the format	Yes / No

	given at Appendix-IA (Annexure-IV)	
14	Copy of Checklist as per Appendix IV	Yes / No
15	Any other Documents as per the requirement of RFP	Yes / No

For the avoidance of any confusion, scanned copies of the abovementioned documents shall be uploaded online on the e-Procurement Portal on or prior to the Bid Due Date.

<u>Appendix - V</u> Tender Acceptance Letter

To,		
Dated:		2020
Subject:	Acceptance	of Term & Condition of Tender.

Tender Reference No:

Name of Tender/ Work:

Dear Sir,

- We hereby certify that we have read the entire terms and conditions of the tender document from Page No. _____ to ____ (including all document like annexure(s), schedule(s), etc., which form the part of the RFP and 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 the acceptance letter.
- 4. We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
- 5. In case any provision of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Appendix VI

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: http://eprocure.gov.in/eprocure/app

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app</u>) by clicking on the link **"Online bidder** Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) Issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/Encode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender/document fee as applicable and enter details of the instrument.
- Bidder should furnish the Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subject to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid opener.
- 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 (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, +918826246593, support-eproc@nic.in.

Annexure 02 – Existing Website and Application modules functional details

Website Maintenance (and existing infrastructure)

Refer to the website for latest sitemap.

List of Existing Infrastructure:

<u>Domains</u>

- sugyan.org
- sfacindia.com
- sfacvca.in
- recovery.sfacvca.in
- sfacegfs.in
- fpobuyereinterface.com
- delhikisanmandi.in

<u>Emails</u>

- 50Email-IDs @SFAC.
- 5 Email-IDs @sugyan.org
- 1 Email-ID: info@fpobuyereinterface.com
- 1 Email-ID: info@delhikisanmandi.in
- Additional 1TB Space for: msgfpo@sfac.in
- Additional 100GB Space for: nam@sfac.in
- Additional 100GB Space for: sfacvca@sfac.in

Server Configuration:

Server 1 (Sugyan MIS & FPO Buyer E- interface)

- RAM 6 GB
- CPU 2
- HDD 100 GB

Server 2 (SFAC website, VCA MIS, VCA Recovery MIS, EGFS MIS etc.)

- RAM 4 GB
- CPU 2
- HDD 125 GB

Technology Stack for Website and Web Applications:

- Languages: ASP .NET with C#,
- Scripting Languages: J Query, Java Script, Ajax
- Framework: Microsoft Dot Net 4.5
- Database: MS SQL Server 2012
- Services: Windows Services in C#

Sections (both Static and Dynamic content) are currently being reviewed at pre-defined frequency and revised accordingly. However this may also be reviewed and revised on demand.

User Friendly Navigation

The new website will have a user friendly navigation. This will include proper breadcrumbs trail. The navigational menu will be divided into categories/sub-categories and informational menu. We will follow an extensive consultative process when designing the website look and feel.

Security & User Access

There can be two types of access privileges:

- Single User: Only one user can log-on to the website at a time using a single user id.
- Group User: Multiple no. of users can log-on to the website using a group user id.

Flexibility & Scalability

Working in a dynamic environment, there will always be a need to adapt our website with the required changes. The focus area shifts along with the ever changing external environment. The website should always reflect the same. To achieve this we will keep the website completely flexible and scalable.

Forms and Application

- Dynamic Structure
- Fields needs to be updated as and when required
- Dynamic form for Equity Grant and scanned images needs to be uploaded up to 30 MB (approx.)
- The form data must be saved in the database.
- The VCA form is dynamic and e-mails needs to be sent to bank and SFAC after successful submission of the application with all required details.
- The Equity Grant form is dynamic and e-mail needs to be sent to SFAC after successful submission of application with all required details.
- The Credit Guarantee fund scheme for is also dynamic and e-mail needs to be sent to SFAC after successful submission of application with all required details.

Banners

The banner needs to be updated with proper caption in the home page as and when required.

Meta Data

The analytics must be present in the source code to generate analytical reports.

Sugyan MIS

Sugyan software is a data bank of all the farmers, FPOs, FIGs and crops. All the information of the mentioned above is fed into the software and thereby can be fetched from the software according to the schemes and periods for internal purposes.



- Adding targets for RIs as provided by SFAC to mobilize the Farmers and FPOs.
- Provide user ID and password accordingly to farmers to give them access to an interface where they can view the data as entered, their target and achievement.
- Calling the RIs on regular basis to update the information such as farmer data, turnover etc. on Sugyan.
- Attending calls of RIs to resolve their issues.
- Making sure the information sent by RIs is correct prima facie.
- In case, it does not appear to be correct the RIs are followed up with and the cycle goes on (usually above 10 times).
- Provide training to new resources in SFAC
- Training to RIs in SFAC on monthly basis.
- Onboarding new RIs on to Sugyan which includes introduction, training and guiding the RI till they become comfortable with the system.
- Send all farmers details which has uploaded on Sugyan database to RIs as per demand.
- Create PPT for presenting Sugyan farmer data status State/RIs/Nodal Officer wise as per SFAC demand.
- Resolving any issues or bugs in the system
- Rectification of errors as intimated by the client to ACPL
- All kinds of reports generated from backend are shared as per requirements within 2 hrs.
- Development of new reports as per requirement.
- Small Changes which can be done under 2 hours.
- Visit to client site 3 times a month.

- Create login for State government or other agencies and provide authorization of some section as per the instruction given by SFAC.
- Create State Nodal Officer login and provide some States monitoring.

Sugyan follows the given hierarchy:



Modules in Sugyan

- 1. Sugyan has training module
- 2. Meetings module
- 3. Exposure Visit module

Reports

A. Sugyan generates reports automatically and they are shown below:

- 1) RI wise training meeting.
- 2) RI wise activity reports.
- 3) RI wise notifications (If any pending data of farmer is there, they can be notified through mail).
- 4) State Nodal Officer wise Activity reports.
- 5) State wise farmer summary reports.
- 6) State wise FPO turnover.
- 7) RI wise training, meeting, Exposure.
- 8) District wise details of FPO promotion.
- 9) State wise farmer achieved data.
- 10) RI activity consolidated report
- 11) Current Crop State-wise report
- 12) Proposed crop State wise.
- 13) Proposed crop RI wise
- 14) Current crop FPO wise
- 15) Proposed crop FPO wise

B. In Sugyan, FPO revenue data are fetched and the reports are generated in excel format:

- 1) Year wise.
- 2) Share money wise.
- 3) Crop wise.
- 4) Land Area wise.
- 5) Turnover
- 6) Net Profit

C. Data of farmers are shown:

- 1) State wise.
- 2) District wise.
- 3) Block wise.
- 4) Village wise.

Sugyan has five login types

- 1) Admin Login
- 2) State Nodal Officer Login
- 3) RI Login
- 4) Data Entry Login
- 5) State Government Login

FPO Buyer e-Interface

- Information snaring platform for FPO and Buyers.
- Access to FPOs by unique username & password.
- Entry of data pertain to FPOs by FPOs itself like Crop, harvesting, season, production, variety etc.
- Registration of Buyer after approach of SFAC. Buyers like Retailer, Wholesaler, Exporter, Processor etc. may be registered by providing required details like PAN, GST, FSSAI, IEC etc. Login details will be provided automatically after approval.
- Facility for FPOs to see notification like broadcast circular, notice, training, meeting etc.
- Chat facility for FPOs and buyers.
- Facility of useful links.
- Reports could be generated in desired format as per req.
- Training to FPOs for using the portal.
- Domain and email taken for the portal.

Venture Capital Assistance (VCA)

Venture Capital Assistance is financial support in the form of an interest free loan provided by SFAC to qualifying projects to meet shortfall in the capital requirement for implementation of the project. In the VCA, the money is sanctioned to a company affiliated to agriculture. Once, the money is sanctioned and released there is a need for SFAC to follow up on the recovery of that money and thus to make that process easier, a recovery software has been developed additionally to complete the entire process of VCA cycle.

A. Steps of the process in VCA are as follows:

- 1) Entry of new project.
- 2) Acknowledgement letter sent to the party.
- 3) PSC meeting is done in SFAC for the new project.
- 4) In case the submitted documents are not correct, there should be a feature to send 3 reminders to the borrower on time decided by the SFAC.
- 5) After approval from PSC following are created:
 - a. Agenda with appropriate date
 - b. Minutes with appropriate date

<u>Note:</u> Dates are compulsory logged in the database as the same is required by SFAC to process the application.

- 6) In PSC meeting the project is either:
 - a. Recommended to Investment Committee(IC)
 - b. Deferred: This means the project is on hold and can be approved after successful submission of documents etc. from borrower.
 - c. Declined
- 7) Again the agenda/Minutes have been added with appropriate date and the same has been logged in the database.
- 8) In the IC meeting, one of the following steps takes place:
 - a. Sanctioned
 - b. Deferred: This means the project is on hold and can be approved after successful submission of documents etc. from borrower.
 - c. Declined
- 9) After the project is sanctioned, different kind of letters are generated from the software the formats of the letter will be provided by the SFAC, however there should be a feature to edit the letter no, date and reference No etc. The letter are mentioned below:
 - a. Sanctioned Letter.
 - b. Draft Agreement Letter.

- c. Agreement Letter.
- d. Terms & Conditions Letter.
- e. Release Letter.
- f. Bank MOU Format.
- g. Annexure I & II.
- h. Authorization Letter.

The letters are generated automatically by fetching the required information of the required project through the software.

Note: Print functionality should be there to print the letters.

- 10) Project details of PDC (Post Dated Cheque). Different kind of reports sanctioned:
 - a. State wise
 - b. Year wise
 - c. Company wise
 - d. District wise
 - e. Bank wise
 - f. Proposal Date wise reporting
 - g. Feature to search report for any particular state/district/bank etc.
 - h. Activity wise report
 - i. Due Year wise
 - j. Field inspection report etc.

Note: The report can be added as per the requirement and as and when required by SFAC.

B. Master Data

- 1) The master data has to be maintained to define the fields in the application form.
 - City Master
 - Project Activity master
 - Department aster
 - Designation master
 - Unit Master
 - Special case Master
 - Document master
 - Bank Master
 - Project Sub activity master

The master data needs to be updated as and when required by SFAC.

C. No. of User for VCA application

VCA application has 4 users to perform the task to complete the entire workflow of VCA cycle:

- 1. Admin user:
 - a. The admin will be able to add as many users with the roles above
 - b. The admin has the feature to add/modify/delete/change status of any VCA application.
 - c. The admin can track the task completed or pending by other user.
 - d. Admin can view the summary report on the dashboard. The reports is as per the requirement of SFAC.
- 2. Data Entry Operator
 - a. The data entry operator will be able to add new project details to the VCA application.
- 3. Agenda and PSC operator
 - a. The PSC operator will see the projects created by data entry operator and add the minutes of meeting and remarks against each new project.
 - b. After approval from PSC the project will be passed to IC for approval and is also the responsibility of PSC operator to add remarks and minutes of meeting at every stage.
- 4. Sanction and release operator
 - a. The release operator sees the projects approved by the PSC operator and create the sanction letter etc.

VCA Recovery Application

VCA Recovery Application will come into work after the loan has been sanctioned to the borrower. Once the amount has been sanction using VCA application the project details start reflecting on the Recovery application. The main features of this application are to keep track of payment received from the borrower against the sanctioned loan. This application manages the cheques received from borrower and has multiple login for different task. The process flow of the application is as follows:

- A. All the details of the money sanctioned for VCA is reflected in the recovery software from the VCA software.
- B. Status report for all the projects created under VCA module is available in this application, so the database must be synced with VCA.
- C. In recovery section the user will update the postdated cheque status of each project and track the due date for the same.
- D. The application has the feature to generate the reminders to the borrower whose due date is coming and SFAC can take print of those letters from the application.
- E. Once the due date is over, SFAC deposited the cheque in Bank and update the status of project in the application
- F. Status report of the cheques received where:
 - 1) The cheque is received
 - a. It is honored or cleared.
 - b. It is dishonored or Bounce.
 - 2) In case the cheque is Cleared
 - a. The user will update the status of the project as recovered and update the payment status.
 - 3) In case the cheque is dishonored or bounce;
 - a. SFAC sends a legal notice to the borrower and the notice is been generated in the application itself.
 - b. Company requests;
 - 1. Extension
 - 2. Payment in installments.
 - c. In case of extension, the application has the facility to reschedule the recovery process and grants the borrower some time to pay their dues; these projects will shift to the reschedule cases.
- G. In case the cheque is dishonored and the party refuses to pay, the software helps keep track of the following steps:
 - 1) Cases in 138: Cheques which bounces, it goes under the case 138 section.
 - 2) Details of the legal team will be updated in the application.
 - 3) Details of the proceedings will be updated in the application.

4) Details of hearings will be updated in the application.

H. If the case goes into Arbitration, the software helps keep track of the following steps:

- 1) Details of the legal team.
- 2) Details of the proceedings.
- 3) Details of hearings.

I. Types of recovery letters are sent:

- 1) PDC letter reminder.
- 2) UC letters.
- 3) Legal notice.
- 4) Arbitration letter.
- 5) Total appeals.
- 6) Total hearings.

J. The software keeps track of the upcoming as well as overdue payment schedules.

K. Refund project states report are:

- 1) Received payment day wise.
- 2) Received payment year wise.
- 3) List of overdue projects.
- 4) List of due projects
- 5) Report of all projects
- 6) Entire summary of the projects which can be viewed as per requirement.
- 7) Report for project in arbitration
- 8) Report of project in 138 section
- 9) Report for special cases
- 10) Report of Rescheduled cases
- 11) Report for project with onetime payment/ project closed
- 12) Report for project with multiple time payment/project closed
- 13) Report for projects with multiple time payment but project is still not closed.
- 14) Upcoming hearing report
- 15) Report for total appeal in arbitration
- 16) Hearing status report
- 17) Total award cases report
- 18) Overdue hearing cases report
- 19) PDC received cases report

- 20) PDC Not received cases report
- 21) Total pending PDC report
- 22) Total bounce PDC report
- 23) Total Civil Cases report
- 24) Upcoming VCA due in next 30 days report
- 25) Upcoming VCA due in next 60 days report
- 26) Upcoming VCA due in next 90 days report
- 27) Total project with utilization certificate not received
- 28) Total project with utilization certificate received
- 29) Utilization certificate letter due report
- 30) Utilization certificate first reminder due cases report
- 31) Utilization certificate second reminder due cases report
- 32) Utilization certificate third reminder due cases report
- 33) Total project with Audit balance sheet received
- 34) Total project with Audit balance sheet not received
- 35) Audit balance sheet letter due report.

L. No. of Users

- 1) Super Admin:
 - a. Will be able to monitor the entire workflow of the application.
 - b. Able to add as many users and define user role for them.
 - c. Able to add direct payment for some of the projects.
- 2) Admin
 - a. Able to monitor the entire workflow of the application.
- 3) Accounts
 - a. Able to check payment received.
 - b. Update the status of payment for different project
 - c. Match the accounts statement with payment dues
- 4) Legal
 - a. Once the due date is over for particular project the project is visible in the legal login
 - b. Send the legal notice to borrower
 - c. update the hearing details
 - d. update the proceedings

VCA Bank Monitoring System

This application module is for the bank personnel to track the borrower progress and helps bank to generate annexure to be submitted to SFAC. SFAC needs the annexure from bank in order to track the borrower progress before the due date of their payment comes. SFAC has given 2 annexures to the bank which the bank needs to share with SFAC in time.

- 1) Every bank has its login credentials which will be generated by the VCA recovery application and the same has been mentioned in the sanction letter given to banks.
 - a. The projects sanctioned by that bank will be visible on their dashboard. The dashboard contains the list of projects and the status of annexure.
 - b. In case of pending status, the bank will be able to fill the annexure from there and submit.
 - c. In case of uploaded the bank will be able to see the details of that annexure but won't be able to edit it
- 2) Developing a window service for sending an Automated Email.

3) Automated Email from SFAC to Bank (Half Yearly):

a. <u>Reminder Email (Every Six Months):</u>

Banks would get a reminder email for filling the Annexure In every six months so that they could fill it on time. Bank will be able to generate 2 annexure in every 6 months for each project under them.

b. Email after/before 15 Days:

This Email will be sent to those banks who did not submit their Annexure on time. This email is reminder to the banks to submit the annexure to SFAC.

c. <u>Negative variance:</u>

This Email will be sent to those who filled the annexure form but with the negative variance and this email will help them to correct the information.

4) Year Wise Report to Track Annexure by Bank:

Here, SFAC would be able to track the report of the annexure filled by the bank that whether bank has filled the annexure or not. The status of annexure is auto updated in the VCA recovery application after receiving the annexure from bank. The report must be:

- Bank Wise
- State wise
- Company name wise
- Year wise
- Annexure status wise: pending or uploaded

Equity Grant Application

Equity Grant is given to the Farmer Producer Companies (FPCs). Equity Grant Scheme extends support to the equity base of Farmer Producer Companies (FPCs) by providing matching equity grants subject to maximum of ₹ 15.00 lakh per FPC in two tranche with in a period of 3 Year and to address nascent and emerging FPCs which have paid up capital not exceeding ₹ 30.00 lakh with a view to the undernoted primary objectives:

- a) Enhancing viability and sustainability of FPCs.
- b) Enhancing credit worthiness of FPCs.
- c) Enhancing the shareholding of members to increase their ownership and participation in their FPC.

A. Steps of the process takes place in Equity Grant are as follows:

- 1) Firstly, the CA has been empanelled by SFAC and the same has been added in the master of the application
- 2) Entry of new projects in the software.
 - a. The new projects have been added in the software by filling a dynamic form.
 - b. Once the project has been added to the application the project moved to new projects and the user will check the details and make correction, if required and approve the same.
 - c. Once approved the project will move in the approve project section where again user will check the details and make some modification, if required.
- 3) In the Approved project section, Acknowledgement letters are sent to the FPCs.
 - a. The user has the functionality to modify the date on the pre-defined acknowledgement letter format.
 - b. Due diligence letters once authorized by Chartered Accountants sent online to the FPCs with Username and password created by application only.
- 4) After sending diligence letters :
 - 1. There will be One Field Visit Report.
 - 2. Annexure.
 - 3. Photographs
 - 4. All these document will be submitted by FPC through other application with user ID and password shared in the Due diligence letter.
 - 5. After receiving the documents the user will verify the same and update the status in approved project section.
 - 6. The FPC will be able edit the details entered in the application before submitting.
 - 7. The FPC's are not allowed to login in the application, once the annexure and field visit report has been submitted.
 - 8. Once approved the project is moved to PSC section.

Note: The FPC login portal is separate from the EG application and is the part of the scope.

- 5) Projects are sent to PSC meeting, where agenda and minutes are created.
 - a. In PSC meeting, the agenda and minutes have been created and user will enter the same in the PSC section for each project.
 - b. The user after entering the minutes and agenda can perform three actions. The user will be able to print the form after editing
- 6) Once the project is discussed in the PSC meeting, it is either:
 - Recommended to EGFS
 - Deferred
 - Declined
- 7) The cases referred to the EGFS meeting
 - a. In EGSC meeting, the agenda and minutes have been created and user will enter the same again in the EGCS section for each project. The user will be able to print the application form after editing
 - b. Based on the inputs the user can perform 3 actions
 - Sanctioned
 - Deferred
 - Declined
- 8) After the projects are sanctioned, letters which are generated automatically from software :
 - 1. Sanctioned letters
 - 2. Agreement letters
 - 3. Release letters
 - 4. Reports for project sanctioned

<u>Note:</u> for every letter the user has the functionality to modify date, dispatch no.

- 9) Reports for projects are generated automatically:
 - 1. Sanctioned projects state wise.
 - 2. Sanctioned projects bank wise.
 - 3. Sanctioned projects year wise.
 - 4. Year wise reports.
 - 5. Projects pending with Due diligence report
 - 6. Projects approved with Due diligence report
 - 7. Date wise no. of project for PSC release.
 - 8. Date wise status of all the projects.
 - 9. Total declined cases in PSC
 - 10. Total deferred cases in PSC

- 11. Total sanctioned cases
- 12. Total declined cases in EGFS
- 13. Total deferred cases in EGFS
- 14. Total release funds
- 15. Last three sanctioned reports
- 10) The User will be able to see the entire summary or as per the requirement of SFAC on the dashboard.
- 11) After projects are released, compliance letters are requested from FPC's within 45 days after releasing the funds. Three reminders will be generated within the application for submitting the same:
 - After 10 days
 - After 30 days
 - After 45 days
- 12) Project lists are generated after 3 years from the release date.
- 13) The Master Data
 - a. The user will be able to add/ modify the master data as and when required which consist of
 - State master
 - District Master
 - Bank Master
 - Empanelled CA Master
- 14) No. of User for the application
 - a. The application has two users:
 - Super admin
 - Admin
- 15) Super Admin will be able add as many admin roles and is the only difference between two logins.