

**NOTICE INVITING TENDERS (NIT)**  
**FOR**  
**APPOINTMENT OF STRATEGIC MANAGEMENT PARTNER (SMP) FOR**  
**OPERATION AND MANAGEMENT OF DELHI KISAN MANDI**

1. Small Farmers' Agri-Business Consortium (hereinafter referred to as "**Authority**") hereby invites proposals through e-tendering on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) for appointment of Strategic Management Partner (SMP) to provide support for the operation of the Delhi Kisan Mandi ("**Mandi**") and to ensure direct market linkages of FPOs with institutional buyers, wholesalers, retailers and consumers in accordance with the terms and conditions of this RFP.

**2. Schedule of E-Procurement Activities:**

The Authority shall endeavour to adhere to the schedule as given clause 1.3 of the RFP. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in the schedule.

<b>S. No.</b>	<b>Event Description</b>	<b>Date &amp; Time</b>
1	Publication of Tender on CPP portal	9 <sup>th</sup> Oct, 2018 at 14:00 hrs
2	Start of Query submission	10 <sup>th</sup> Oct, 2018 at 10:00 hrs
3	Last date for receiving Queries	18 <sup>th</sup> Oct, 2018 at 15:00 hrs
4	Pre-Bid Meeting	23 <sup>rd</sup> Oct, 2018 at 15:00 hrs
5	Start of Bid-Submission	25 <sup>th</sup> Oct, 2018 at 10:00 hrs
6	Last date and time for Bid-Submission	12 <sup>th</sup> Nov, 2018 at 15:00 hrs
7	Opening of Technical Bids	13 <sup>th</sup> Nov, 2018 at 15:00 hrs

3. Tender document may be viewed or downloaded by interested and eligible Tenderers from the website the Central Public Procurement Portal (CPPP) of Government of India: <http://eprocure.gov.in/eprocure/app> and the bids shall be submitted only through online mode.
4. The Prospective Tenderers are advised to register themselves on the e-procurement portal <http://eprocure.gov.in/eprocure/app> and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000, as amended from time to time. The said website can be accessed for additional information about registration and use of Portal.
5. The Tenderers can submit their tender online at <http://eprocure.gov.in/eprocure/app> on or before the key dates given above.
6. All further notifications/amendments, if any, shall only be posted on websites mentioned above.

**Managing Director**  
Small Farmers' Agri-Business Consortium  
5<sup>th</sup> Floor, NCUI Auditorium,  
August Kranti Marg, Hauz Khas  
New Delhi – 110016  
Tel: +91-11-26966017, 26966017

# **REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Appointment of Strategic Management Partner (SMP)  
for Operation and management of Delhi Kisan Mandi**

Small Farmers' Agri-Business Consortium  
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Website: [www.sfac.india.com](http://www.sfac.india.com)

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## **DISCLAIMER**

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

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

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

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

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

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

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

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



## GLOSSARY

Annual Fee	As defined in Clause 1.2.7 B
Associate	As defined in Clause 2.2.1 Authority
	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.19.1
Bid(s)	As defined in the Disclaimer
Bidder	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.8
Bid Due Date	As defined in Clause 1.1.8
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Contract Period	As defined in Clause 1.1.1
Conflict of Interest	As defined in Clause 2.2.1 (c)
Damages	As defined in Clause 2.2.1 (c)
Document Fee	As defined in Clause 1.2.1
Draft Service Agreement	As defined in Clause 1.1.6
e-Procurement Portal	As defined in Clause 1.2.1
F & V	Fruits & Vegetables
Fees	As defined in Clause 1.2.7
Financial Bid	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 2.2.2 (B)
First Round of Bidding	As defined in Clause 3.8.3
Government	Government of India
GA	Grower Associations
LOA	As defined in Clause 3.8.5
Mandi	As defined in the Notice Inviting Tenders
Turnover	As defined in Clause 2.2.2 (B)
Project	As defined in Clause 1.1.1
Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Second Round of Bidding	As defined in Clause 3.8.3
Selected Bidder	As defined in Clause 3.8.1
Scheduled Bank	As defined in Clause 2.19.1
Subject Person	As defined in Clause 2.2.1 (c) (i)
Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2 (A)
Third Round of Bidding	As defined in Clause 3.8.4

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

# SECTION 1

## INTRODUCTION

### 1.1.1 Request for Proposal:

1.1.2 Small Farmers' Agri-business Consortium intends to invite proposal in the form of techno-financial bid from interested and technically qualified agencies to provide the services as Strategic Management Partner ("SMP") to SFAC for operations and management activities in relation to FPOs produces in Delhi Kisan Mandi (the "**Project**") for a period of 3 years ("**Contract Period**"). The Contract Period may be extended by the Authority for another two years on same terms and conditions subject to satisfactory performance of its obligations. The SMP needs to be a reputed and professionally equipped agency, having significant experience in market operations and establishing market linkage for farmers' groups in the country.

### 1.1.3 Background:

Small Farmers' Agribusiness Consortium (SFAC) (the "**Authority**") is a registered Society under the administrative control of Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India. Its mandate is to link farmers to investment, technology and markets. SFAC has promoted around 769 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 8.00 lakh farmers are member of FPOs supported by SFAC.

With an object to link the produce of FPOs to institutional buyers and provide higher prices for their fresh produce. Delhi Kisan Mandi was launched in 2014 at Delhi and is being operated and managed by SMP. SFAC operates this mandi through SMP which provides post-harvest training, quality management and ensure direct linkage of FPOs with institutional buyers, wholesalers, retailers, etc. Through Delhi Kisan Mandi, SFAC encourages FPOs/GAs to set up sorting, grading and packing facilities near the farm gate so that only sorted, graded and packed or semi-packed produces are made available for sale through Delhi Kisan Mandi. The targeted customers for sale of produce are organized retailers, hotels, restaurant and catering (HORECA), large vendors, exporters, processors, RWAs and wholesalers.

### 1.1.3 **Terms of Reference**

The Terms of Reference (Scope of work) of the SMP is broadly as follows:

- I. To study the present system of trade happening in the Mandi, identify the gaps thereof and prepare a comprehensive operational manual for removing such gaps and achieving the smooth operations and management of Delhi Kisan Mandi and implementation of the same, covering all necessary aspects in this regard;
- II. Linkage of FPOs/ Farmers Groups, producing fresh horticultural commodities, with the organized buyers for sale of their produce at a price higher than prevailing market price;
- III. To undertake the operations and management of the Delhi Kisan Mandi and provide a team of professionals therein for the day to day management of the facilities / operations;
- IV. To develop ICT-backed MIS dashboard covering all the operational aspects of the Delhi Kisan Mandi such as price discovery, inventory management and for providing real time information to SFAC fortnightly;
- V. To continuously mobilize new FPOs/ GAs for such linkages and gradually empower them to carry direct linkages with buyers and to handhold existing ones;
- VI. To undertake all other steps as directed by SFAC from time to time for the successful management and operation of the Delhi Kisan Mandi.

### 1.1.4 **Roles & Responsibilities of SMP:**

The SMP shall, subject to terms of the Service Agreement work under guidance of the MD, SFAC or any official authorized in this regard by MD, SFAC. The Role and Responsibilities of SMP shall also include the following:

- I. Provide a team of professionals, which will be dedicated to Delhi Kisan Mandi only, at the Delhi Kisan Mandi for the day to day management of the facility as per the approved operational manual and in accordance with the required statutory compliances;
- II. Undertake all the planning, development, management and operational activities related to the infrastructure required to be developed (at SFAC's cost) in the Delhi Kisan Mandi to achieve and maintain the smooth operations of the Mandi. If at any time the SMP requires any repair, restoration works to be carried out in the existing infrastructure or any new or additional infrastructure in the Mandi for achieving further efficiency or economy or smoothness in operations and management, it may request SFAC for the same in writing along with the detailed necessity and plan/strategy for upscaling or establishing new infrastructure; and the SFAC shall on reasonable endeavor basis consider such request and may if it deems fit in its sole discretion accept

the request and finance the cost of development/major repairs required for running Delhi Kisan Mandi. The SMP shall arrange for the utilities, infrastructure facilities connectivity including but not limited to in regard to electricity connection with required sanction load, water connectivity and other amenities for efficient operation. The SMP shall continue to undertake the planning, development, management and operational activities of such existing infrastructure post the repairs or the additional infrastructure procured by the SFAC, as the case may be;

- III. Undertake activities to connect the FPOs with market and ensuring higher prices to FPOs in comparison with market prices.
- IV. Make all efforts and undertake the required steps and measures to link maximum number of FPOs under the Delhi Kisan Mandi for which SMP will submit the road map to SFAC for approval.
- V. Undertake promotional and awareness building efforts for showcasing the Delhi Kisan Mandi as well as organizing publicity and image building campaigns;
- VI. Provide training on post-harvest management such as sorting, grading and packaging to FPOs from time to time;
- VII. Arrange and make available the local IT infrastructure and software at Delhi Kisan Mandi as per assessed requirement for rendering services;
- VIII. Undertake all other steps as directed by SFAC from time to time for the successful operations and management of the Delhi Kisan Mandi;

#### **1.1.4 Performance Indicators for the SMP**

Subject to the terms of the Service Agreement, set out below is an indicative list of broad Performance Indicators for the SMP and the expected outcomes from the assignment:

- (a) Timely preparation and submission of comprehensive operational manual for the management of Delhi Kisan Mandi.
- (b) Submitting weekly report on price discover
- (c) SMP will prepare the work plan on half yearly basis in consultation with SFAC and implement the same after approval from SFAC on quarterly basis.
- (d) Mobilization of additional FPOs/ Growers' association and increase in quantity and value of produce sold through this platform.
- (e) SMP will compile the day to day transaction and activities submit the same on fortnightly as well as need basis. Besides SMP will also submit report on progress of Delhi Kisan Mandi including price comparison with nearest major mandi on fortnightly, monthly, quarterly, biannual and annual Report to SFAC.
- (f) SMP to submit duly Audited Compliance Reports.
- (g) Development of a sound MIS and I.T. based Support System at the Mandi.
- (h) Substantial increase in transactions at the Mandi.

- (i) Development of forward and backward linkages in the agriculture marketing sector such as agri processing industries, logistics support etc.
  - (j) Better prices, marketing facilities and avenues to the farmers.
  - (k) More accountability and efficiency in functioning of the Mandi
  - (l) Ease of business for the traders and other functionaries.
  - (m) Better farmer outreach and welfare measures for them.
  - (n) Better utilization of assets and substantial increase in revenues for the Mandi from asset management.
- 1.1.6 A Service Agreement setting forth the detailed terms and conditions for the scope of works to be carried out by the SMP in accordance with the terms of Reference detailed in Clause 1.1.3 above, and in the form provided by the Authority shall be signed and executed by the SMP upon issuance of the LOA (the "**Service Agreement**").
- 1.1.7 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the SMP set forth in the Service Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims in this regard on any account shall be entertained by the Authority.
- 1.1.8 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP, as modified, altered, amended and clarified from time to time by the Authority and other documents including the Service Agreement to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**") and all Bids shall be prepared and submitted in accordance with the terms of this RFP on or before the bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

## **1.2. Brief description of Bidding Process**

- 1.2.1 The Authority has adopted a single stage online bidding process based on QCBS system of evaluation and scoring, and 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, and scoring minimum score of 70 pursuant to evaluation of Technical Bid in terms of Clause 2.2.2 and Clause 03 hereof. Accordingly, basis the assigned weight age of [60] : [40] to technical and financial credentials, respectively, the Bidder getting highest weighted average score

shall be generally identified for award of the Project. 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 Clause 1.3. 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 Rs. 5,000/- (Rupees Five 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. 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 whose Technical Bids are responsive to Eligibility Criteria’s and other threshold scoring 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.

GOI has issued guidelines (see Annexure VIII of Appendix-1A of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply

mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process.

- 1.2.2 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the Bid Due Date.
- 1.2.3 The complete Bidding Documents is enclosed for the Bidders. The aforesaid documents and any addenda issued subsequent to this RFP will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bidder is required to deposit, along with its Bid, a Bid Security of Rs.1.00 Lakh (Rupees One Lakh only) (the "**Bid Security**"), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as required under the Service Agreement. The Bidders will have to provide Bid Security in the form of Bank Guarantee encashable at Delhi, issued by Scheduled Commercial Bank in India. The bid security will remain valid for a period of 180 days beyond the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder, from time to time. The Bank Guarantee should be enforceable in Delhi. The original demand drafts in respect of Document Fee for Cost of RFP must be delivered to the "**Director, Small Farmers' Agri-business Consortium, 5<sup>th</sup> Floor, NCUI Auditorium Building, August Kranti Marg, 3 Siri Institutional Area, Hauz Khas, New Delhi – 110016**", in an envelope super-scribed "**Empanelment of SMP for Delhi Kisan Mandi**" on or before the Bid Due Date. The Bid shall be summarily rejected, if it is not accompanied by the Bid Security and Document Fee towards cost of RFP document. The format for Bank Guarantee has been provided in Appendix- II of this RFP. It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security and Document Fee along with the soft copy submission of the Technical Bid on the e-Procurement Portal.
- 1.2.5 The Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such due diligence as may be required for submitting their respective Bids for award of the services including implementation thereof as per terms of this RFP and particularly that of the Service Agreement.
- 1.2.6 As part of the Bidding Documents, the Authority will provide such information pertaining/relevant to the Project available with it. The proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that

is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

### 1.2.7 Bid Parameter and Commercial Arrangements

Financial Bid is invited under this RFP on the basis of the lowest fee (“Fees”) sought by way of percentage of value of each sale consummated by SMP during course of providing services in accordance with terms hereof and particularly of the Service Agreement, which Fees shall be charged to the Authority by the SMP during the period of its engagement under the Service Agreement in the manner set out herein.<sup>1</sup>The Fees shall be payable by the Authority within 30 days of the receipt of specified documentary proofs that is submitted by the SMP in support of the sale being consummated and the consideration for the same being correspondingly and wholly paid to the seller (viz for ex , the FPOs). The Fees shall constitute the sole criteria for shortlisting the qualified and responsive Bidders, and shall be sole consideration under the Service Agreement, and shall be paid subject to and in accordance with terms thereof.

While submitting the Financial Bid, the Bidder shall ensure the following:

- a) The Financial Bid shall take into consideration all costs associated with the assignment. These shall normally cover remuneration for all personnel, accommodation, travelling, printing of documents, and all ancillary and incidental activities, and taxes (other than GST payable on Fees and TDS as per applicable rates) etc. The total amount indicated in the Financial Bid shall be without any condition attached nor subject to any assumption, and shall be final and binding. In case any assumption or condition indicated in the Financial Bid, it shall be considered non-responsive and shall be liable to be rejected.
- b) The Financial Bid shall take into consideration all expenses and liabilities in connection with the services. For avoidance of any doubt, it is clarified that GST at applicable rates shall be paid by SFAC in addition to the proposed Fees. However, the Fees payments shall be subject to deduction of taxes at source as per the applicable income tax laws.
- c) It is further clarified that, subject to terms of the Service Agreement, in no case whatsoever, the SMP , shall be entitled to payment beyond the Fees quoted in terms hereof, in the Financial Bid.

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<sup>1</sup>The Bid Parameter may alternatively be a lump sum annual/monthly fee to be quoted by the SMP for rendering its services for the Project under the Service Agreement in which case the Fees may be payable in equated monthly instalments within 30 days of the completion of each month after commencement of services under the Service Agreement.



- 1.2.8 Intentionally Left Blank
- 1.2.9 Intentionally Left Blank
- 1.2.10 Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.
- 1.2.11 Any queries or request for additional information concerning this RFP shall be submitted in writing through e-mail to the officer designated in Clause 2.11.5 below. The e-mail shall clearly bear the following identification/ title:

**"Queries/Request for Additional Information: RFP for Appointment of Strategic Management Partner (SMP) for operating Delhi Kisan Mandi at Delhi under Small Farmers' Agri-Business Consortium (SFAC), Ministry of Agriculture, Cooperation and Farmers' Welfare, Government of India"**

The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to:

S. No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any

### 1.3. Schedule of e-Procurement Activities

The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

S.No.	Event Description	Date & Time
1.	Publication of Tender on CPP portal	9 <sup>th</sup> Oct,2018 at 14:00 hrs
2.	Start of Query submission	10 <sup>th</sup> Oct,2018 at 10:00 hrs
3.	Last date for receiving Queries	18 <sup>th</sup> Oct,2018 at 15:00 hrs
4	Pre-Bid Meeting	23 <sup>rd</sup> Oct,2018 at 15:00 hrs
5	Start of Bid-Submission	25 <sup>th</sup> Oct, 2018 at 10:00 hrs
6	Last date and time for Bid-Submission	12 <sup>th</sup> Nov,2018 at 15:00 hrs
7	Opening of Technical Bids	13 <sup>th</sup> Nov, 2018 at 15:00 hrs

## **SECTION-2**

### **INSTRUCTION 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 Intentionally Left Blank
- 2.1.3 Intentionally Left Blank
- 2.1.4 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.
- 2.1.5 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 (to be submitted online only) 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.
- 2.1.6 The Bidder shall deposit a Bid Security of INR 1 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.
- 2.1.7 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, whose Bid Security shall be retained till the

Selected Bidder has provided the Performance Security under the Draft Service Agreement.

- 2.1.8 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.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 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.
- 2.1.13 This RFP is not transferable.
- 2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.15 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 LLP incorporated or registered under applicable governing laws.
- 2.1.16 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.
- 2.1.17 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.

2.1.18 In computing the Technical Capacity and Net Worth of the Bidder under Clauses 2.2.2 (A) and 2.2.2 (B), the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, the term Associate shall have the meaning given to it in the Explanation of Clause 2.2.1.

As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting powers of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate the relationship of the person, who is represented to be an Associate of the Bidder.

2.1.19 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) information supplied by a Bidder must apply to the Bidder, member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with this RFP; and

2.1.20 The following provisions shall apply to all Bidders:

- (a) where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder is held by persons resident outside India or where a Bidder is controlled by persons resident outside India; or

- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder; then the eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the definitions, principles, and provisions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

While evaluating applications, regard will be paid to national defence and security considerations.

Offer received from any Bidder may be summarily rejected on national security consideration without any intimation thereof to the bidder.

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.

2.1.21 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.

## **2.2 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 company or LLP or Partnership Firm, 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 SMP 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 or any Associate 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 there under 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. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

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 1 (one) year.

2.2.2 To be eligible for this RFP a Bidder shall also required to fulfill the following conditions of eligibility (“**Eligibility Conditions**”):

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

- (i) The Bidder shall demonstrate a track record of providing technical assistance/ consulting services/ advisory services in projects/assignments related to agriculture (which should include handling of Fruit & Vegetable business and operations ), for at least the last 3 years preceding the Bid Due Date. Certificate of Registration/Incorporation and Client Certificates/ Work Orders/ Copy of Contract/ Statutory Auditor's Certificates/ Chartered Accountant's Certificates in support of such experience is to be provided.

The Bidder shall provide documentary evidence by way of Statutory Auditor's /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 to be provided to confirm the strength of technical and consulting staff in the Bidder as on 01 April 2018. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.

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

- i. The Bidder shall have positive net worth at the Close of the financial year immediately preceding the Bid Due Date.
- ii. The Bidder shall have Minimum Average Annual Turnover of INR 3 Crore from services rendered by it in India in relation to technical assistance/ consulting/ advisory services in projects related to agriculture in the last 3 financial years. 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.

For the purposes of this RFP, Net Worth means:

- i. 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
- ii. 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 Clause 03 hereof 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 3 financial years preceding the Bid Due Date. If the bidder's annual accounts for the latest financial year are not audited, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same.
- 2.2.4 The Bidder ought not to have been debarred/ blacklisted/its 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 there under;
- (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 SMP;
- (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 there under.

- 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 SMP 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 SMP. 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 as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids

- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

### **Appendices**

- IA Letter comprising the Technical Bid including Annexures I to VII
- IB Letter comprising the Financial Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Check List
- V. Tender Acceptance Letter
- VI. Instructions for online bid submission

### **2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority via e-mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of e-Procurement Activities specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. 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 endeavour 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 the e-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.

2.10.3 The Bidders shall also be required to submit a hard copy of the Technical Bid in accordance with the terms specified in this RFP. The hard copy of the Technical Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder who shall also initial each page in indelible blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. In case of printed and published documents, only the cover shall be initialed. The Bid shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page. For avoidance of doubt, no hard copy of Financial Bid shall be submitted along with Technical Bid.

## **2.11 Documents comprising Technical and Financial Bid**

2.11.1 The Bidder shall submit the Technical Bid, both online as well as in physical hard copy. The Financial Bid shall be submitted online only. There shall be no physical hard copy submission of the Financial Bid under any circumstance. The Technical Bid shall comprise of the following documents along with supporting documents as appropriate:

### **Technical Bid**

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to VIII and supporting certificates / documents;
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (c) copy of the certificate of incorporation or equivalent;
- (d) copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years;
- (e) Bid Security of INR1.00 Lakh (Rupees One Lakh only), in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Commercial Bank in India;
- (f) attested copy of the receipt towards payment of the Document Fee by way of Demand Draft, in accordance with Clause 1.2.1.

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.

## **Financial Bid**

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

- (i) Appendix-IB (Letter comprising the Financial Bid)
- 2.11.2 The Technical Bid shall be submitted online and uploaded on the e-Procurement Portal (<http://eprocure.gov.in/eprocure/app>). The Bidder shall also provide one physical hard copy of the Technical Bid in accordance with the terms provided in this RFP. 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 hard copy of the Technical Bid consisting of the documents listed at Clause 2.11.1 shall be placed in an envelope bearing “**Technical Bid for Appointment of Strategic Management Partner (SMP) for operating Delhi Kisan Mandi at Delhi under Small Farmers’ Agri-Business Consortium (SFAC), Ministry of Agriculture, Cooperation and Farmers’ Welfare, Government of India**” and shall clearly indicate the name and address of the Bidder.
- 2.11.4 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.
- 2.11.5 The original hard copy of the Technical Bid shall be addressed and submitted on or before Bid Due Date at the following address:
- |                 |  |
|-----------------|--|
| DESIGNATION:    | <b>Director</b>  |
| ADDRESS:        | Small Farmers’ Agri-business Consortium, 5 <sup>th</sup> Floor, NCUI Auditorium Building, August Kranti Marg, 3 Siri Institutional Area, Hauz Khas, New Delhi – 110016 |
| TELEPHONE NO:   | +91-11- 26966017, 26966037, 26862365   |
| FAX No.:        | +91-11- 26862367   |
| E-MAIL ADDRESS: | msg.fpo@sfac.in  |

- 2.11.6 If the envelope containing the hard copy of the Technical Bid is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Technical Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.11.7 save and except as expressly otherwise provided herein, in the event of any discrepancy between the soft copy/scanned copy of the Technical Bid uploaded to the e-Procurement Portal and the hard copy of the Technical Bid, the soft copy/scanned copy will prevail.
- 2.11.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

## **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 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 Submission of Bids:**

- 2.14.1.1 The Bidder shall submit the Technical Bid online on the e-Procurement Portal on or prior to the Bid Due Date. The Bidder shall also submit a hard copy of the Technical Bid in the manner specified in this Bid Document in Clause 2.11.3, a receipt thereof should be obtained from the person specified at Clause 2.11.5.
- 2.14.1.2 The Bidder shall only upload the Financial Bid on the e-Procurement Portal on or prior to the Bid Due Date. The Authority shall not entertain any physical submission of the Financial Bid. Any physical submission of the Financial Bid shall lead to the rejection of the Bid as being non-responsive.

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

#### **2.14.2 Substitution and Withdrawal of Bids**

2.14.2.1 The Bidder may substitute or withdraw its Bid after submission at any time prior to the specified time on the Bid Due Date. No Bid will be substituted or withdrawn by the Bidder on or after the specified time on the Bid Due Date.

2.14.2.2 The Bidder may substitute or withdraw the Bid by uploading a scanned copy of a letter addressed to the person mentioned in Clause 2.11.5. The Bidder should also deliver the original substitution or withdrawal letter/notice to the Authority to substitute or withdraw the hard copy of the Technical Bid submitted to the Authority.

2.14.2.3 The hard copy of the substitution or withdrawal notice will be prepared, sealed, marked, and delivered in accordance with Clauses 2.10.2 and 2.11.3, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.14.2.4 If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the original Technical Bid will be returned unopened.

2.14.2.5 If the Authority receives a withdrawal notice before the specified time on the Bid Due Date, then the Authority will return the hard copy of the Technical Bid to such Bidder unopened.

#### **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.



## 2.16 Validity of Bids

The Bids shall be valid for a period of 120 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 non-responsive. 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 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 Section 4 of 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;

- e) 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.

## **SECTION-3**

### **EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS**

#### **3.1 Opening and Evaluation of Technical Bids**

- 3.1.1 The Authority shall open the soft copy of the Technical Bids online on the e-Procurement Portal at a time specified by the Authority on the date specified in Clause 1.3 and at the place specified in Clause 2.11.5 and in the presence of the Bidders and their authorized representatives who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### **3.2 Tests of responsiveness**

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
  - (a) Technical Bid is received as per the format at Appendix-IA including Annexure I to VIII;
  - (b) Technical Bid is received on or before the Bid Due Date;
  - (c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7;
  - (d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
  - (e) Technical Bid contain all the information (complete in all respects) required in this RFP and/or Bidding Documents (in formats same as those specified);
  - (f) Technical Bid does not contain any condition or qualification;
  - (g) Technical Bid contains certificates from its statutory auditors in the formats specified at Appendix-IA of the RFP;
  - (h) Technical Bid contains an attested copy of the receipt towards the payment of Document Fee, as specified in Clause 1.2.1;
  - (i) Technical Bid is not non-responsive in terms hereof; and
  - (j) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11.

For the avoidance of confusion, the Bid shall be considered responsive if the Bidder has submitted the soft copy of the Technical Bid, including a scanned copy of the power of attorney mentioned in Appendices III as well as the scanned copy of the Bid Security in the format mentioned in Appendix II. The Bidder shall also mandatorily submit the hard copy of the Technical Bid on or prior to the Bid Due Date.

3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Intentionally Left Blank

### **3.4 Technical capacity for purpose of evaluation**

Subject to the provisions of Clause 2.2, the Bidder's experience shall be measured and stated in terms of its Technical Capacity and Financial Capacity.

### **3.5 Details of Experience**

The Bidder should furnish the details of Eligible Experience as detailed in Clause 2.2.2 and 3.7.A hereof. The Bidders must provide the necessary information relating to Technical Capacity as per formats in Appendix-IA.

Further, the Bidder should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-III of Appendix-IA.

### **3.6 Financial information for purposes of evaluation**

3.6.1 The Bids must be accompanied by the audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.6.3 The Bidder must establish the minimum Average Annual Turnover specified in Clause 2.2.2 (B), and provide details as per format at Annex-VI of Appendix-IA.

### 3.7 Opening and Evaluation of Financial Bids

The Financial Bids shall be opened online on the e-Procurement Portal. The Authority shall open the Financial Bids on date and time mentioned in Clause 1.3 in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall publically announce the Financial Bid for each of the technically responsive Bidders.

#### 3.7A Evaluation and Scoring Criteria's

3.7A.1 Only those Bidders who meet the Eligibility Criteria (Technical Capacity and Financial Capacity) specified in Clause 2.2.2 shall qualify for evaluation and allocation of marks under this Section 3. Bids of Bidders who do not meet Eligibility Criteria shall not be eligible for scoring hereunder, and shall be rejected. The mode of evaluation and selection shall be QCBS (Quality and Cost Based Selection): with relative assigned weight of Technical Bid [60] :: Financial Bid [40]; and accordingly the selection of SMP shall be based on the scores allocated basis the following technical and financial criteria's:

<b>Sr. No.</b>	<b>Evaluation Parameter</b>	<b>Max Marks</b>
1	Average Annual Turnover from similar services in India Average annual turnover from services rendered by it in India in relation to technical assistance/ consulting/ advisory services in projects related to agriculture for the last 3 years i.e. 2015-16, 2016-17, 2017-18 in India Scoring: INR 3-6 Crores = 3 marks INR 6-9 Crores = 6 marks INR > 9 Crores = 10 marks	10
2	Relevant Project Experience	
a)	Expertise in providing services in relation to technical assistance/ consulting/ advisory services in projects related to agriculture (including handling, marketing or sale of Food & Vegetable business and operations thereof or experience of facilitating/supporting FPOs/ Farmers groups/ Grower Associations) in the last preceding years including ongoing projects. Scoring 1 project = 3 marks; 2 projects = 6 marks; 3 or more projects = 10 marks	10

<b>Sr. No.</b>	<b>Evaluation Parameter</b>	<b>Max Marks</b>
b)	<p>Expertise in providing consulting/ advisory assistance for large- scale projects in India (involving strategy development/ road mapping/ implementation planning/ agricultural marketing/ implementation support) working with Central / State Ministries, Departments, PSUs or multilateral agencies in social / public sectors such as agriculture/ food security &amp; distribution/ nutrition with a minimum fee of INR 50 Lakh with a minimum duration of 6 months for each project. The Bidder should be the lead bidder in such assignments.</p> <p>Scoring Less than or equal to 5 Projects = 0 marks; More than 5 but less than 8 projects = 5 marks; more than 8 projects = 10 marks (Projects already mentioned under 2(a) shall not be repeated for consideration under this section)</p>	10
3	<p>Qualification and competence of the core team for the assignment*</p> <p>Profile cum experience of key personnel: (As detailed in Annex III of Appendix IA of RFP Document)</p>	
a)	Project Director/ Team Leader (1 No)	10
b)	F&V Supply chain & marketing expert (3 No)	15
c)	Farm Sourcing/ Procurement Expert (3 No)	7.5
d)	Customer Relationship Management Expert (1 No)	10
e)	MIS & IT Expert (1 No)	2.5
f)	Infrastructure Expert (1)	10
4	<p>Quality of Approach and Methodology</p> <p>Power Point Presentation on approach &amp; strategies Assessment will be based on:</p> <p>a) Demonstrated understanding of the objectives of the Project</p> <p>b) Detailed approach &amp; methodology with respect to the activities given in the TOR</p> <p>c) Tools and networks to be employed to support the SMP's proposed approach</p>	<p>[05]</p> <p>[05]</p> <p>[05]</p>
	<b>Total</b>	<b>100 Marks</b>

\* Core Team for the project should be present during the power point presentation as far as practicable.

- For all project experience, Client Certificates/ Work Orders/ Copy of Contract/ Statutory Auditor's Certificates/ Chartered Accountant's

Certificates indicating the details of the assignment, client, value of assignment and year of award to be provided. The Managing Director or authorized representative of the Bidder shall self- certify, if the Bidder has done assignments on nondisclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.

3.7A.2. The technical score (St) will be calculated in accordance with the above criteria. The minimum technical score required to qualify bidders (“**Qualified Bidders**”) pursuant to their technical evaluation is 70 points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. The Authority will notify bidders who fail to score the minimum technical score and return their Financial Bids unopened after completing the selection process. Prior to evaluation of the Financial Bids of the Qualified Bidders, the Evaluation Committee of the Authority will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof. Such Financial Bids which are responsive to terms hereof shall be evaluated and scored as per following terms :-

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Bid, and F is the Financial Bid (in INR) under consideration.

Proposals will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial Bid that will be 0.60:0.40.

The Bidder achieving the highest combined technical and financial score will be considered to be the successful Bidder and will be invited for execution of Service Agreement and implementation of the Project.

### **3.8 Selection of Bidder**

**3.8.1** Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who achieves the highest combined technical and financial score shall be declared as the selected Bidder (the “**Selected Bidder**”) and shall be invited for contract signing. 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.



- 3.8.2** The first ranked Bidder shall be selected while the second ranked Bidder shall be kept in reserve. In the event that the Bidder having the highest combined technical and financial score with draws or is not selected for any reason in the first instance (the “**First Round of Bidding**”), the Authority may invite the Bidder having the second highest combined technical and financial score to revalidate or extend their respective Bid Security, as necessary, and upon such revalidation or extension may invite such Bidder having the second highest combined technical and financial score to be appointed as the Selected Bidder (the ‘**Second Round of Bidding**’). Alternatively, the Authority may, in its discretion annul the Bidding Process.
- 3.8.3** In the event that the Bidder having the second highest combined technical and financial score refuses to revalidate or extend their respective Bid Security in the Second Round of Bidding as specified in Clause 3.8.3, the Authority may, in its discretion, invite fresh Bids (the “**Third Round of Bidding**”) from all Bidders except the first ranked Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such Third Round of Bidding only such Bids shall be eligible for consideration whose highest combined technical and financial score is higher than the Bid of these second ranked Bidder in the First Round of bidding.
- 3.8.4** After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA and next eligible bidder may be considered.
- 3.8.5** After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Selected Bidder shall execute the Draft Service Agreement as finalized by the Authority within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Service Agreement.

### **3.9 Contact during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means with the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.10 Correspondence with Bidder**

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

**3.11** Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

**3.12** The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

## SECTION-4

### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 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.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Service Agreement, or otherwise if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the 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, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the 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 there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, 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.

## **SECTION-5**

### **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened at the SFAC office on the designated date and 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.
  
- 5.2 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 endeavour 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.

## SECTION-6

### 6. MISCELLANEOUS

- 6.1 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 Process including any terms and conditions specified in this RFP.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the 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.
- 6.3 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.
- 6.4 **SFAC reserve the rights to cancel/ terminate the RFP at any time or any stage without prior notice and clarifications.**

[On the letter head of the Bidder/ Lead Bidder]

**APPENDIX IA**  
**LETTER COMPRISING THE TECHNICAL BID**  
*(Refer Clause 2.1.5, 2.11 and 3.2)*

To,

**Managing Director**

Small Farmers' Agri-Business Consortium

5<sup>th</sup> Floor, NCUI Auditorium,

August Kranti Marg, Hauz Khas

New Delhi – 110016

Tel: +91-11-26966017, 26966017

**Sub:** Technical Bid for Appointment of Strategic Management Partner (SMP) for operating Delhi Kisan Mandi at Delhi under Small Farmers' Agri-Business Consortium (SFAC), Ministry of Agriculture, Cooperation and Farmers' Welfare, Government of India

Dear Sir,

1. With reference to your RFP document dated .....<sup>2</sup>, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the SMP for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a SMP for the augmentation, development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

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<sup>2</sup> All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.15.2 of the RFP document.
9. I/ We believe that we satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.
10. Intentionally Left Blank.



11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. The Directors / Chairman of our \_\_\_\_\_ (*Please mention the exact nature of the entity i.e. Company / LLP / Partnership Firm*) M/s \_\_\_\_\_ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.
14. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors.<sup>3</sup>
15. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Annexure VIII of Appendix-IA thereof.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
17. The Statement of Legal Capacity as per format provided at Annex-VII in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney for Signing of Bid, as per format provided at Appendix III of the RFP, is also enclosed.

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In case the Applicant is unable to provide the certification specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule.....here to". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013 or a Partnership Firm or LLP incorporated or registered under applicable governing laws.
19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Draft Service Agreement in accordance with the draft that shall be provided to me/us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Draft Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of the Project.
22. I/We offer a Bid Security of INR 1 Lakh (Rupees One Lakh only) to the Authority in accordance with the RFP Document, in the form of a Bank Guarantee enclosed in the format as provided in Annexure II of the RFP.
23. Intentionally Left Blank
24. The documents accompanying the Technical Bid, as specified in Clause 2.11.1 of the RFP, have been submitted.
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
26. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, the Draft Service Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the implementation of the Project.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

28. Intentionally Left Blank.
29. I/ We shall keep this offer valid for 120 days from the Bid Due Date specified in the RFP.
30. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Draft Service Agreement.

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

**Yours faithfully,**

**Date:**

**(Signature, Name and designation of the Authorised signatory)**

**Place:**

**(Name and seal of Bidder)**

**Appendix IA**

**Annex-I  
Details of Bidder**

1. (a) Name:
1. (b) Country of incorporation:
1. (c) Address of the corporate headquarters and its branch office(s), if any, in India:
1. (d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the company/ Partnership Firm/ LLP 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 or any of their Associates 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**  
**Annex-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, and each associate for this assignment, was contracted.]

<b>Assignment Name:</b>	<b>Approx. Value of the Contract:</b>
<b>Country:</b>	<b>Duration of Assignment (in months):</b>
<b>Location within Country:</b>	
<b>Name of Client:</b>	
<b>Address:</b>	
<b>Start Date:</b>	
<b>Completion Date:</b>	
<b>Name of Associated Firms (s) if any:</b>	<b>Name of senior professional staff of your firm involved and function performed (indicate most significant profile such as Project Director/Coordinator, Team Leader):</b>
<b>Narrative Description of Project:</b>	
<b>Description of Actual Services Provided by your Staff within the assignment:</b>	

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**

**Required Experience and Expertise of proposed Professional Staff/Core Team**

<b>Team</b>	<b>Experience and Expertise</b>
Team Leader (1)	Person should be Graduate in Agriculture with MBA / Post Graduate Diploma in Agri-Business Management/ Agricultural Marketing from a recognized University with minimum 15 years' experience in marketing of fresh fruits & vegetables and running markets / mandis etc. Team Leader must have knowledge and experience of F&V procurement, supply chain and understanding of F&V business etc. Team Leader should have adequate operating relationship with major organised buyers.
Supply chain & marketing expert (3 nos.)	Person should be Graduate in Agriculture with MBA / Post Graduate Diploma/ Masters in Agri-Business Management/ Agricultural Marketing/ Horticulture from a recognized University with minimum 10 years experience of handling supply chain, logistic, storage, and packaging of fresh F&V products. Person should have experience in sales and marketing of fruits & vegetables, good understanding of quality parameters, F&V grades and product requirement from different categories.
Farm Sourcing executive (3 nos.)	Person should be Graduate in Agriculture/ Horticulture with minimum 5 years of experience in F&V trade and should have worked on direct procurement from farm.
Customer Relationship Management Expert (1 no.)	Person should have minimum of 10 years of relevant experience in dealing with various categories of customers such as modern trade, wholesale, HORECA etc should have worked in the F&V sector.
MIS & IT executive (1 No.)	Person should have minimum of 6 years of experience in data entry, data analysis, report generation etc. He should have good understanding of use of data, inferences and should be able support decision support system for the team and management.
Infrastructure Expert	<ul style="list-style-type: none"><li>• Person should have an MBA from a reputed and recognized university or institution with Minimum 7 years of professional</li></ul>

(1)	<p>experience</p> <ul style="list-style-type: none"> <li>• Demonstrated experience on topics related to infrastructure development, operations and management of storage facilities including cold storages and warehousing, logistics and transportation in agriculture sector.</li> <li>• Should have demonstrated experience of similar assignments undertaken for State /Central ministries, Departments, PSU or multilateral agencies</li> </ul>
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The SMP shall ensure that services of the Professional Staff/Core Team are provided full time for the contractual period. The SMP is expected to incorporate the costs of such pool of experts in its Financial Bid. The Authority will not bear any other costs, incidental or otherwise, apart from the costs mentioned in the Financial Bid under Appendix IB.



**Appendix IA**

**Annexure IV**

General Description of the Team

<b>S. No.</b>	<b>Name</b>	<b>Position</b>	<b>Area of Expertise</b>

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

**Appendix IA**

**Annexure- V**

**CURRICULUM VITAE (CV) OF PROPOSED  
PROFESSIONAL STAFF (Team Leader & Experts) FOR THE ASSIGNMENT**

1. **Proposed Position** (only one candidate shall be nominated for each 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:**

**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

**Appendix IA**

**ANNEX-VI**

**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)*

I.

Year	Average Annual Turnover (In Rs. Crore)
2017-2018	
2016-2017	
2015-2016	
<b>Total average turnover for the Three Financial Years Immediately Preceding the BDD</b>	

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.

Name of Company

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the 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).

**Appendix IA**

**ANNEX-VII**

**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.....**

[On the letter head of the Bidder/ Lead Bidder]

**APPENDIX - IB**

Letter comprising the Financial Bid

(Refer Clauses 2.1.5, 2.11.1)

**(NOT TO BE SUBMITTED IN THE TECHNICAL BID)**

**To,**

**Dated:**

**Managing Director**

Small Farmers' Agri-Business Consortium

5<sup>th</sup> Floor, NCUI Auditorium,

August Kranti Marg, HauzKhas

New Delhi – 110016

Tel: +91-11-26966017, 26966017

**SUB:** Financial Bid for Appointment of Strategic Management Partner (SMP) for operating Delhi Kisan Mandi at Delhi under Small Farmers' Agri-Business Consortium (SFAC), Ministry of Agriculture, Cooperation and Farmers' Welfare, Government of India

Dear Sir,

1. With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid (excluding applicable GST and including any other taxes) for the aforesaid Project and offer to perform services for the project for the following commercial consideration:

No.	Description	Cost per month (Rs)
1	Cost for engagement of SMP for Delhi Kisan Mandi (Cost per month)	

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the SMP for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Service Agreement and its Schedules, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the implementation of the Project. The Bid is unconditional and unqualified.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Draft Service Agreement in accordance with the draft that shall be provided to me/us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 120 days from the Bid Due Date specified in the RFP.

**Yours faithfully,**

**Date:**

**Place:**

**(Signature, Name and designation of the Authorised signatory)**  
**(Name and seal of Bidder)**

## APPENDIX – II

### **Bank Guarantee for Bid Security<sup>4</sup>**

*(Refer Clauses 2.1.6 and 2.19.1)*

B.G. No. Dated:

1. In consideration of you, SFAC, having its office at 5th Floor, NCUI Auditorium, August Kranti Marg, Hauz Khas, 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 Strategic Management Partner (SMP) for operating Delhi Kisan Mandi at Delhi 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.

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<sup>4</sup>Applicable in case the Bid Security is submitted in the form of a Bank Guarantee



2. 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 authorised 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 authorised 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 authorised official.

(Signature of the Authorised Signatory)  
(Official Seal)

### APPENDIX-III

#### **Format for Power of Attorney for signing of Bid<sup>5</sup>**

*(Refer Clause 2.1.8)*

*(To be executed on Stamp paper of appropriate value)*

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of..... and presently residing at ....., who is presently employed with us 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 Strategic Management Partner (SMP) for operating Delhi KisanMandi at Delhi 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.

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<sup>5</sup>To be submitted in original

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

For .....

(Signature, name, designation and address of person authorized by Board Resolution in case of Firms/Company.

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 appropriate value as relevant to the place of execution(if required under applicable laws).*

## Appendix - IV

### CHECK LIST

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

TECHNICAL BID DOCUMENTS.		
1	Appendix-IA (Letter comprising the Technical Bid) including Annexure I to VIII and supporting certificates / documents	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
5	copy of the certificate of incorporation or equivalent;	Yes / No
6	copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years;	Yes / No
7	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;	Yes / No
9	copy of the receipt towards payment of the Document Fee by way of demand draft, in accordance with Clause 1.2.1.	Yes / No
10	Scanned copy of tender acceptance letter as per the format in Appendix V.	Yes / No
11	Copy of Check List as per Appendix IV	Yes / No
12	Any other Documents as per the requirement of RFP	Yes / No

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.

**Appendix - V**

**TENDER ACCEPTANCE LETTER**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_ 2018

**Subject: Acceptance of Term & Condition of Tender.**

**Tender Reference No:**

**Name of Tender/ Work:**

Dear Sir,

1. We have downloaded/obtained the tender document (s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
\_\_\_\_\_  
\_\_\_\_\_
2. 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

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder 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

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders



can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My space" 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.
- 4) 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.** The details of the financial instrument being furnished under this RFP in hard copy and, physically sent, should tally with the

details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid may be rejected. In any case, in event of any discrepancy between the two, the hard copy, as applicable, shall prevail over the online submission

- 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.

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