



SMALL FARMERS' AGRIBUSINESS CONSORTIUM (SFAC)

REQUEST FOR PROPOSAL

For

**Selection of National Project Management Agency
(NPMA) for formation and promotion of 10,000
Farmer Producer Organizations (FPOs)**

2020

Issued by

Small Farmers' Agribusiness Consortium (SFAC)
(A Society promoted by Ministry of Agriculture & Farmers Welfare)
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Document Information:

Name of the RFP Document	Request For Proposal for Selection of National Project Management Agency (NPMA) for formation and promotion of 10,000 Farmer Producer Organizations (FPOs) in the country.
Availability of RFP Document	https://eprocure.gov.in/eprocure/app
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Important Timeline:

S.No.	Event Description	Date & Time
1	Issue of RFP Document	25 th July, 2020 at 1000 hours
2	Query submission	25 th July, 2020 at 1100 hours
3	Last date for receiving queries	3 rd August, 2020 at 1500 hours
4	Pre-Bid Meeting	6 th August, 2020 at 1500 hours
5	Response to Pre-Bid meeting queries	11 th August, 2020 at 1700 hours
6	Start date of Bid submission	12 th August, 2020 at 1000 hours
7	Last date of Bid submission	20 th August, 2020 at 1400 hours
8	Opening of Technical Bids	21 st August, 2020 at 1500 hours
9	Presentation by Technically Qualified Bidders	31 st August, 2020 at 1000 hours

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder/ Bidder, whether verbally or in documentary or any other form by or on behalf of SFAC or any of its employees or advisors, is provided to Bidder 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 SFAC to the prospective Bidders or any other person. The purpose of this is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by SFAC 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 SFAC, 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 RFP 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 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. SFAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

SFAC, 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.

SFAC 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. SFAC 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. SFAC, in its absolute discretion, but without being under any obligation, to update, amend or supplement the information, assessment or assumption contained in this RFP.

The issuance of this RFP does not imply that SFAC is bound to select and engage or to appoint the Selected Bidder for the Project and SFAC reserves the right to reject all or any of the Applications without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SFAC or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Bidder and SFAC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation/submission of its application, regardless of the conduct or outcome of the selection process.

SECTION 1: LETTER OF INVITATION

Dear Sir/Madam,

1. The Small Farmers Agribusiness Consortium invites applications from reputed organizations/entities in response to this RFP for selection of National Project Management Agency (NPMA) for formation and promotion of 10,000 Farmer Producer Organizations (FPOs) in the country for undertaking the activities forming a part of the RFP in accordance with the terms and conditions set out under the RFP.
2. A Bidder may be selected based on the criteria and procedure as set out in this RFP.
3. The RFP includes the following sections:
 - Disclaimer
 - Section 1 – Letter of Invitation
 - Section 2 – Instructions to Bidders and Terms and Conditions
 - Section 3 – Schedules
 - Section 4 – Appendices
4. Bidders are advised to study this RFP document carefully before submitting their proposals. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
5. The Application shall be summarily rejected if it is not accompanied by the Document Fee and the Bid Security.
6. The time, date and venue details related to proposal submission are mentioned in the Data Sheet. Proposals that are received after the last date of submission of the proposal will not be considered and evaluated for this project.
7. For any information or clarifications please contact the following:

Director

Small Farmers' Agribusiness Consortium (SFAC)
NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi – 110016
(T) +91-11- 26966017, 26966037, 26862365
Email: sfac@nic.in; Website: www.sfacindia.com

Managing Director
Small Farmers Agribusiness Consortium

A. Request for Proposal Data Sheet

1.	RFP Issuing SFAC	Small Farmers Agribusiness Consortium
	Date of Issuance of RFP	25th July, 2020
	Reference No.	SFAC/FPO/NPMA-RFP/2020-21
2.	Document forming a Part of RFP	The RFP consists of the following: Disclaimer Section 1 –The Letter of Invitation Section 2 - Instructions to Bidders and Terms and Conditions Section 3 – Appendices
3.	Availability of RFP and related documents	Available at https://eprocure.gov.in/eprocure/app
4.	Non-Refundable tender/RFP cost	INR 25,000/- (Indian Rupees Twenty Five thousand only)
5.	Bid Security	INR 100,00,000/- (Indian Rupees One Crore only) in the form of a Demand Draft /Bankers' Cheque/ Bank Guarantee in favour of Small Farmers Agribusiness Consortium payable at New Delhi.
6.	Technical and Financial Bids Evaluation	As per Clause 2.2.2.2 to 2.2.2.5
7.	Timeline for seeking clarifications before the bid submission date:	3 rd August, 2020
	Address for requesting clarifications	All clarifications to be requested only through mailto:sfac@nic.in
8.	Pre-bid Meeting:	6 th August, 2020
9.	Language	The proposal shall be submitted in English only. The Contract to be signed with the Bidder shall be written in English language, which shall be the language that shall govern the contractual relations between SFAC and the selected Bidder.

10.	Taxes & Duties	As per Clause 2.25 of Section 2
11.	Currency	All amounts, and costs shall be stated in Indian Rupees
12.	Bid Validity	For a period of 180 (one hundred and eighty) days from the last date of bid submission
13.	Address to submit the proposal	The bids shall be submitted online at https://eprocure.gov.in/eprocure/app
14.	Bids submission Start date:	12 th August, 2020
15.	Bids submission last date:	20 th August, 2020
16.	Opening of Technical bids	21 st August, 2020

**SECTION 2: INSTRUCTIONS TO THE BIDDERS AND
TERMS AND CONDITIONS**

2.1. Introduction

- 2.1.1 The Department of Agriculture, Cooperation & Farmers' Welfare (DAC&FW), Ministry of Agriculture, Government of India launched a pilot programme for promoting Farmer Producer Organizations (FPOs) during 2011-12. This was in partnership with State Governments and was implemented through the Small Farmers' Agribusiness Consortium (SFAC). The pilot programme involved the mobilization of approximately 2.50 lakh farmers into 250 FPOs (each with an average membership of 1000 farmers) across the country, under two sub-schemes of the Rashtriya Krishi Vikas Yojana (RKVY), namely the 'National Vegetable Initiative for Urban Clusters' and 'the Programme for Pulses Development for 60,000 rain-fed villages'.
- 2.1.2 In the Union budget of 2019-20, the Government of India has declared its intention to promote 10,000 FPOs in the next 5 years so as to ensure economies of scale for farmers in the country. Accordingly, SFAC has prepared a strategy to scale up the number of FPOs virtually catalyzing an FPO movement in the country, through which over a period every small and marginal farmer will eventually be a part of this movement. A New Central Sector Scheme titled "Formation and Promotion of 10,000 Farmer Producer Organization (FPOs)" has been approved by the Cabinet on 19.02.2020 and officially launched on 29.02.2020 by Hon'ble Prime Minister at a mega event on 29th February, 2020 at Chitrakoot, Uttar Pradesh.
- 2.1.3 Towards achieving the goal of creating 10,000 FPOs in the country, the Small Farmers' Agribusiness Consortium, acting as the nodal agency and one of the implementing agency for formation of FPOs under the programme has decided to appoint National Project Management Agency for providing overall project guidance, data maintenance through integrated portal and information management and monitoring under the project.

NPMA would help in achieving the key objectives of the project as under:

- To provide holistic and broad based supportive ecosystem to form new 10,000 FPOs in the country to facilitate development of vibrant and sustainable income oriented farming and for overall socio-economic development and wellbeing of agrarian communities.
- To enhance productivity through efficient, cost-effective and sustainable resource use and realize higher returns through better liquidity and market linkages for their produce and become sustainable through collective action.
- To provide handholding and support to new FPOs up to 5 years from the year of creation in all aspects of management of FPO, inputs, production, processing and value addition, market linkages, credit linkages and use of technology etc.
- To provide effective capacity building to FPOs to develop agriculture entrepreneurship skills to become economically viable and self-sustaining beyond the period of support from government.

- 2.1.4 The National Project Management Agency will be appointed for providing overall project guidance, data maintenance through integrated portal and information management and monitoring under the project. The Scope of work for NPMA would include the following:
- Drawing contours of the program including structuring of clusters
 - Transaction Advisory support for selection & monitoring of CBBOs
 - Post transaction support for effective project/programme implementation
 - Assist in structured interface with stakeholders like Ministries, Financial Institutions, Training, and Research and Development Institutions
 - Support in formulation of programmatic & policy directions
 - Policy orientation and related advocacy at National and State level Information, Education and Communication (IEC)
 - Partnerships and networking
 - Capturing Experiential Learning and Sharing Knowledge
- 2.1.5 SFAC now invites applications from reputed organizations/entities in response to this RFP for selection of National Project Management Agency (NPMA) for formation and promotion of 10,000 Farmer Producer Organizations (FPOs) in undertaking the activities forming a part of the RFP in accordance with the terms and conditions set out under the RFP.
- 2.1.6 The Application may be submitted by a single entity only and joint ventures and consortium of entities shall not be permitted to submit Applications for this Project.
- 2.1.7 Interested parties may view and download the tender document containing the detailed terms & conditions, from the tender website i.e. <https://eprocure.gov.in/eprocure/app>.
- 2.1.8 For the avoidance of doubt, as part of the Project, the Selected Bidders who get engaged shall be responsible for providing the Services in accordance with applicable laws and any instructions/ guidelines of SFAC as are in force and as may be amended from time to time.
- 2.1.9 The Bidders shall bear all costs in connection with the preparation and submission of their applications. SFAC shall not be liable in any manner whatsoever for any costs and expenses in connection with the submission of the proposal, regardless of the conduct or outcome of the selection process.
- 2.1.10 SFAC may ask for any additional information in respect of the proposals submitted at any time and the Bidders shall be required to provide the same within the timelines prescribed by SFAC in this regard.

2.2. Definitions

2.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Award**” shall have the meaning set forth in Clause 9.2;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2;
- (g) “**Dispute**” shall have the meaning set forth in Clause 9.2;
- (h) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (j) “**Government**” means the Government of India.
- (k) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Member**”, in case NPMA consists of a consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (m) “**Party**” means SFAC or NPMA, as the case may be, and Parties means both of them;
- (n) “**Personnel**” means persons hired by NPMA as employees or retainers and assigned to the performance of the Services or any part thereof;
- (o) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (p) “**RFP**” means the Request for Proposal document in response to which NPMA’s proposal for providing Services was accepted;
- (q) “**Services**” means the work to be performed by NPMA pursuant to this Agreement, as described in the Scope of Work hereto;
- (r) “**Term**” shall have the meaning set forth in Clause 2.1;
- (s) “**Third Party**” means any person or entity other than the Govt., SFAC, NPMA.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 2.2.2 Applicants who wish to apply in response to this RFP (the “**Applicant**” or the “**Bidder**”) are invited to submit their Applications for getting engaged as per the terms hereunder. The Applicants whose Applications fulfill the minimum eligibility criteria (“**Eligibility Criteria**”) shall then be scored as per the scoring criteria (“**Scoring Criteria**”) set forth in Clause Schedule B of this RFP and then applicant having maximum score would be selected.
- 2.2.3 The statements and explanations contained in this RFP are intended to provide a better understanding to the Applicants 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 Selected Applicants as set out in detail in the contract for provision of Services (“**Agreement**”) or the SFAC’s rights to amend, alter, change, supplement or clarify the scope of Services or the Project. Consequently, any omissions, conflicts or contradictions in the Application Documents including between this RFP or the Agreement are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the SFAC.
- 2.2.4 The detailed scope of services to be provided by the selected applicant in this regard, has been set forth herein in Schedule A. The SFAC shall receive Applications pursuant to this RFP and in accordance with the terms set forth herein and any other documents to be provided by the SFAC as modified altered, amended and clarified from time to time (“**Application Documents**”) and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 2.9 for submission of Applications (the “**Application Due Date**”). Any Addenda/corrigendum issued subsequent to this RFP, but on or before the Application Due Date, will be deemed to form part of the Application Documents
- 2.2.6 For the purpose of this RFP, the Agriculture & Allied Sector shall mean Agriculture, Horticulture & its allied sectors (including fruits and vegetables, flowers, plantation crops, spices, aromatic and medicinal plants), Fertilizers, Irrigation including micro irrigation, Animal Husbandry & Livestock (dairy, poultry, piggery, goatery etc.), Sericulture, Apiculture (bee farming), Pisciculture (fish farming), Agri-business, Food Processing etc.
- 2.2.7 Terms used but not defined in this RFP shall have the meaning ascribed to it in the Agreement.

2.3 FRAUD AND CORRUPT PRACTICES

- 2.3.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Application Process. Notwithstanding anything to the contrary contained herein, SFAC may reject an Application, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Application Process. In such an event, SFAC shall 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 SFAC hereunder or otherwise.
- 2.3.2 Without prejudice to the rights of SFAC under Clause 2.3.1 above, if a Bidder is found by SFAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Application process, such Bidder shall not be eligible to participate in any tender or RFP/RFP issued by SFAC for a period of 2 (two) years from the date such Bidder is found by SFAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 2.3.3 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 Application Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SFAC who is or has been associated in any manner, directly or indirectly, with the Application Process or has dealt with matters concerning this RFP or arising therefrom, before or after the/execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of SFAC, shall be deemed to constitute influencing the actions of a person connected with the Application Process); or (ii) save and except as permitted under Clause 2.2.1 (c) of this RFP, engaging in any manner whatsoever, whether during the Application Process or after the selection of Selected Bidders, as the case may be, any person in respect of any matter relating to the Project or the RFP, who at any time has been or is a legal, financial or technical adviser of SFAC 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 Application 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 Application Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by SFAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Application 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 Application Process.

2.4 Applications Process

- 2.4.1 This application process (“**Application Process**”) is intended to determine the eligibility of Bidders so as to Bidder to be engaged with SFAC for the provision of Services as enumerated in Schedule A of this RFP in accordance with applicable laws, regulations and the instructions/ guidelines of SFAC as are in force and as may be amended from time to time. Bidders are required to submit an application to SFAC with requisite information and supporting documents as required by this RFP (“**Application**”/ “**Bid**”).

The Applications submitted by the Bidders shall be evaluated to determine whether the Applications fulfill the Eligibility Criteria prescribed in Clause 2.10 of this RFP. The Bidders whose Applications fulfill the Minimum Qualification Criteria shall be scored as per the Scoring Criteria set forth in Schedule B of this RFP and then Bidder having maximum score shall be declared as the Selected Bidder and pursuant to the terms of this RFP shall be eligible for engagement with SFAC for the scope of services under this Project.

- 2.4.2 Prior to submitting an Application, the Bidder shall pay to SFAC as tender processing fee (non-refundable), a sum of **INR 25,000/-** (Indian Rupees Twenty Five Thousand) (“**Document Fee**”). The Document Fee shall be by way of Demand Draft in favour of **Small Farmers Agribusiness Consortium**, payable at New Delhi. The Application shall be summarily rejected if it is not accompanied by the Document Fee. The relaxation in submitting Document Fee shall be given to Bidders registered as MSME.

2.4.3 The Bidders shall furnish a Demand Draft/ Banker's Cheque/ Bank Guarantee of an amount of **INR 100,00,000/- (Indian Rupees One Crore only)** towards Bid Security. According to Rule 170 of GFR 2017 Bid Security is to be obtained from Bidders except Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises.

2.5 Bid Validity

All the bids must be valid for a period of 180 (one hundred eighty) days from the last date of bid submission. No request will be considered for price revision during the agreement. If necessary, SFAC will seek extension in the bid validity period beyond 180 (one hundred eighty) days. The Bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

2.6. Single Application

Each bidder will submit only 1 (one) proposal. If a Bidder submits or participates in more than 1 (one) proposal, all such proposals shall be disqualified.

2.7 Query Submission

Any queries or request for additional information concerning this RFP shall be submitted by e-mail <mailto:sfac@nic.in> below with the identification/title: "**Queries / Request for Additional Information: RFP for Selection of National Project Management Agency**". The queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format.

Queries not submitted in the prescribed format may not be responded to.

S. N.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any
1.	--	--	--	--	--
2.	--	--	--	--	--

It is preferred that the queries should be sent to SFAC at least 3 (three) business days before the scheduled pre-application meeting.

2.8 Schedule of Bid

S.No.	Event Description	Date & Time
1	Issue of RFP Document	25 th July, 2020 at 1000 hours
2	Query submission	25 th July, 2020 at 1100 hours
3	Last date for receiving queries	3 rd August, 2020 at 1500 hours
4	Pre-Bid Meeting	6 th August, 2020 at 1500 hours
5	Response to Pre-Bid meeting queries	11 th August, 2020 at 1700 hours
6	Start date of Bid submission	12 th August, 2020 at 1000 hours
7	Last date of Bid submission	20 th August, 2020 at 1400 hours
8	Opening of Technical Bids	21 st August, 2020 at 1500 hours
9	Presentation by Technically Qualified Bidders	31 st August, 2020 at 1000 hours

2.9 General Terms of Application

2.9.1 SFAC wishes to receive Applications against this RFP in order to qualify experienced and capable Bidders for engagement under the Project.

2.9.2 The Application shall be furnished in the format exactly as per Appendix I i.e., Letter comprising the Application for Qualification for selecting National Project Management Agency (NPMA).

2.9.3 Any modifications / Addendum / responses to queries and any other corrigendum shall be updated on the Tender Website and the Bidders are requested to check the Tender Website regularly for updates. SFAC shall not undertake any responsibility if any Bidder fails to regularly check the Tender Website for Addenda.

For the purpose of submission of the Application, the Bidders shall upload their respective Applications on the Tender Website in accordance with the procedure set out under this RFP. However, the Bidders shall also make a hard copy submission of the Enclosures of Application to the person and address stipulated in Clause 2.24.10.2. The uploading of both the Application on the Tender Website as well as the submission of the hard copy of the Enclosures of Application shall take place on or prior to the Application Due Date. Any submission of either of the two aforementioned requirements post the Application Due Date will lead to the Application being summarily rejected.

2.9.4 The Bidder should submit a Power of Attorney as per the format prescribed at Appendix III, authorizing the signatory of the Application to commit the Bidder, along with a board resolution or charter document in favour of the executant.

- 2.9.5 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. Any condition or qualification or any other stipulation contained in the Application shall render the Application liable to rejection as a non-responsive Application.
- 2.9.6 The Application and all communications in relation to or concerning the Application shall be in English language.
- 2.9.7 The documents including this RFP and all attached documents, provided by the SFAC are and shall remain or become the property of SFAC and are transmitted to the Bidders solely for the purpose of preparation and submission of an Application 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 Application. The provisions of this Clause 2.1.8 shall also apply *mutatis mutandis* to Applications and all other documents submitted by the Bidder, and SFAC shall not return to the Bidders any Application, document or any information provided therewith.
- 2.9.8 This RFP and all Application Documents are non-transferable.
- 2.9.9 The Applications shall be submitted as per the format provided in the Appendices of this RFP. The Application shall consist of:
- APPENDIX I: Letter Comprising the Application
 - APPENDIX II: General Information of Bidder and Statement of Legal Capacity
 - APPENDIX III: Joint Venture Agreement
 - APPENDIX IV: Tender Securing Declaration
 - APPENDIX V: Power of Attorney for Signing of Application in favor of Authorised Signatory with board resolution/relevant extract of charter document in favor of executant
 - APPENDIX VI: Technical Capacity of Bidder with supporting documents
 - APPENDIX VII: CV of the Experts
 - APPENDIX VIII: Bank Guarantee for Bid Security
 - APPENDIX IX: Application Checklist
 - APPENDIX X: Financial Bid
 - Document Fee
 - Self-Certification by the Authorised Signatory as proof of not be barred by the any Central/State/Agency
- 2.9.10 Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the Application Due Date, would not be eligible to submit an Application.

- 2.9.11 Further, an Bidder 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 SFAC or a judicial pronouncement or arbitration award against the Bidder, or its Associate, as the case may be, nor should have 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 its Associate.

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under common control with such Bidder (the “Associate”). 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 percent) of the voting share capital of such person.

Provided, however, that where an Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.11.11 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to SFAC for seeking a waiver from the disqualification hereunder and SFAC may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Application Process or on the implementation of the Project.

- 2.9.12 An Bidder shall be liable for disqualification if any legal, financial or technical adviser of SFAC 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 Application Process or subsequent to the:

- (i) Issuance of the LOA or
- (ii) Execution of the Agreement for provision of Services.

In the event any such adviser is engaged by the Selected Bidder, after issuance of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement for provision of Services to be executed by SFAC at a later stage, and without prejudice to any other right or remedy of SFAC, which SFAC may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without SFAC 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 prior to the Application Due Date.

- 2.9.13 The Bidder shall provide details of all their on-going projects along with updated stage of litigation, if any, against SFAC/Government.
- 2.9.14 The Bidder shall also provide details of updated on-going process of blacklisting/debarment, if any, under any contract with SFAC/Government.
- 2.9.15 SFAC reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under Clauses 2.9.13 and 2.9.14 above. The decision of SFAC in this case shall be final.

2.10 Eligibility Criteria

Interested Bidders applying to be empanelled are expected to meet the following pre-qualification criteria. In case the Bidders fail to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

The Bidder shall mandatorily fulfill the following criteria in terms of Technical Capacity:

S.No.	Criterion	Supporting Documents
1	The Bidder may be a PSU, Partnership, a Private Limited Company, a Public Limited Company, a Limited Liability Partnership (LLP), Joint Venture, Medium Enterprises (as per revised MSME Classification, 2020) registered in India.	Certificate of incorporation/ registration
2.	The Bidder should have more than 7 years of experience in working as Project Management Unit (PMU)/Project Management Agency (PMA) in projects with the Central/ State Governments and other Government entities.	Work order/ Agreement copy / Engagement letter/ Project Completion Certificate
3.	The Bidder should have more than 7 years of experience in advisory services in agriculture and allied sector projects undertaken with the Central/ State Governments and other Government entities.	Work order/ Agreement copy / Engagement letter/ Project Completion Certificate
4.	The Bidder should have a Minimum Annual Turnover of INR 100 Crores during each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20) from relevant operations. 'Relevant Operations' is defined as business, strategy, financial consulting and operational project management excluding revenue from audit and taxation, IT implementation, risk management undertaken by the Bidder in India.	Certificate from statutory auditor and audited financial statements for the 3 (three) previous financial years and letter of declaration if financial statements are under audit.
5.	The Bidder should have a Minimum Annual Turnover of equal to or greater than INR 10 Crore in advisory related projects in Agriculture and Allied Sector during each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20).	Certificate from statutory auditor and audited financial statements for the 3 (three) previous financial years and letter of

S.No.	Criterion	Supporting Documents
		declaration if financial statements are under audit.
6.	The Bidder should not be barred by any Central Government Department/Agency, State Government Department/Agency at the time of submission of application. Bidder shall provide self-certification by the Authorised Signatory as proof of the same.	Declaration on letter head by authorised signatory

Note: All Projects need to be self-certified by the Authorised Signatory of the Bidder.

2.11 Bidding Process

2.11.1 Bidders are advised to study the RFP carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement, Specifications in the bidding document with full understanding of its implications. Bids not complying with all the given clauses in this RFP or failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection of bid. All bids submitted are binding on the Bidders in all aspects, including but not limited to committed resources, timelines, deliverables, quality and cost. The Bidder shall be responsible for all liabilities arising out of the inability to meet any commitments as per the bid due to whatever reasons, including additional costs and any penalties thus incurred. SFAC will not be liable for any additional costs or any other consequences of the Bidder being unable to meet commitments as per the bid submitted.

2.11.2 Pre-bid Meeting

The pre-bid meeting held will be held as per Clause 2.8. The queries can be emailed as per format given at Clause 2.7. Queries not sent in the required format shall not be entertained. SFAC shall have no obligation to accept any or all suggestions by the Bidders and/or have them incorporated in the RFP or the Contract. SFAC makes no representation or warranty as to the completeness or accuracy of any response provided to the queries raised or clarifications sought by the Bidders, nor does SFAC undertake to answer all the queries or clarifications that have been posed by the Bidders to SFAC.

2.11.3 Amendment of RFP Documents

- a. Bidders may request for clarifications on any of the RFP documents up to 3 (three) days before the bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to SFAC's address indicated in this RFP. SFAC reserves the right to issue clarifications.
- b. At any time prior to the last date for receipt of bids, SFAC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder,

modify the bidding documents by an amendment. The amendment will be notified on <https://eprocure.gov.in/eprocure/app> tender website and such amendment shall be binding on the prospective Bidders. Publication of the amendment on the CPP Portal shall be deemed to be the receipt of the same by all Bidders.

- c. In order to give prospective Bidders reasonable time to take the amendment into account in preparing their bids, SFAC may, at its discretion, extend the last date for the receipt of bids.
- d. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.

2.11.4 Language of the Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SFAC, shall be written in English.

2.11.5 Bidding Cost

The Bidder shall bear all costs and expenses associated with the preparation/ submission of bid, presentations/ demonstration during evaluation of the Bid. SFAC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

2.11.5 Document Fee

Prior to submitting an Application, the Bidder shall pay to SFAC as tender processing fee (non-refundable), a sum of **INR 25,000/-** (Indian Rupees Twenty Five Thousand) ("**Document Fee**"). The Document Fee shall be by way of Demand Draft in favour of **Small Farmers Agribusiness Consortium**, payable at New Delhi. The Application shall be summarily rejected if it is not accompanied by the Document Fee. The relaxation in submitting Document Fee shall be given to Bidders registered as MSME.

2.11.6 Bid Security

1. The Bidders shall furnish a Demand Draft/ Banker's Cheque/ Bank Guarantee of an amount of **INR 100,00,000/- (Indian Rupees One Crore only)** towards Bid Security. According to Rule 170 of GFR 2017 Bid Security is to be obtained from Bidders except Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises.

2. The Bid Security will be refundable, not later than 90 days (Ninety) from the Application Due Date except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.
3. The Application shall be summarily rejected if it is not accompanied by the Bid Security. The scanned copy of the Bid Security shall be uploaded on the Tender Website and the original Bid Security shall be physically submitted at SFAC's address given at Clause 2.11.8 (l) by the time set out in respect thereof at E- Tender Clause 2.8.
4. The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder furnishing the Performance Security in accordance with the provisions of the Agreement. SFAC 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 Contract.
5. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that SFAC will suffer loss and damage on account of withdrawal of its Application or for any other default by the Bidder during the Application validity period.
6. The Bid Security shall be forfeited and appropriated by SFAC as Damages without prejudice to any other right or remedy that may be available to SFAC under the Bidding Documents, or otherwise, under the following conditions:
 - a) 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;
 - b) If a Bidder withdraws its Bid during the period of Application validity as specified in this RFP and as extended by the Bidder from time to time;
 - c) In the case of Selected Bidder(s), if it fails within the specified time limit
 - (i) to sign, accept and return the duplicate copy of Letter of Award ("LOA");
 - (ii) to sign the Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Agreement
 - (d) In case of the Selected Bidder(s), having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.11.7 Authorization Signatory

The bid may be signed either by the authorised signatory of the Bidder, and the bid shall be submitted with a certificate of SFAC in the form of a written power of attorney/board resolution as per Appendix III declaring that the signatory has been duly authorised to sign the bid proposal by and on behalf of the Bidder. All pages of the bid being submitted must be signed by the authorised signatory of the Bidder. All certificates and documents

(including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed digitally or physically by the authorised signatory of the Bidder.

2.11.8 Bid Submission

- a) The Bid must contain the name and office address including telephone number(s) of the person(s) who are authorised to submit the bid with their signatures. **Bid shall be submitted as per eligibility criteria defined in the RFP.** b. Un-signed & un-stamped bids shall not be accepted.
- b) All pages of the bid being submitted must be signed and sequentially numbered by the Bidder irrespective of the nature of content of the documents.
- c) Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- d) Ambiguous bids will be out rightly rejected. Invest India will NOT be responsible for any delay on the part of the Bidder in complying with the terms and conditions of the RFP or submission of the bids.
- e) Bidders shall indicate their rates in clear/ visible figures as well as in words. In case of a mis-match between words and figures, the rates written in words will prevail.
- f) The Bidder shall provide all the information sought under this RFP. SFAC will evaluate only those Applications that are uploaded on the Tender Website in the required formats and complete in all respects, including the Demand Draft for Document Fee, as the case may be, and all other submission of legal documents including but not limited to the Power of Attorney specified in Appendix III.
- g) The Bidder shall submit its Application along with all appendices as prescribed under this RFP, on the Tender Website. Each page of the Application shall be signed digitally by the Bidder. The Bidders shall complete uploading their Applications by signing with **Class III - Digital Signature Certificates**, upon uploading the Application on the Tender Website. For the avoidance of doubt, the Bidders shall be required to acquire and procure a Class III Digital Signature Certificate for the purpose of submission of the Application on the Tender Website.
- h) The Application and all related correspondence and documents in relation to the Application Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

- i) The Bidder shall submit the Application comprising of following documents along with supporting documents as appropriate physically:
- (a) APPENDIX I: Letter Comprising the Application
 - (b) APPENDIX II: General Information of Bidder and Statement of Legal Capacity
 - (c) APPENDIX III: Joint Venture Agreement
 - (d) APPENDIX IV: Tender Securing Declaration
 - (e) APPENDIX V: Power of Attorney for Signing of Application in favor of Authorised Signatory with board resolution/relevant extract of charter document in favor of executant
 - (f) APPENDIX VI: Technical Capacity of Bidder with supporting documents
 - (g) APPENDIX VII: CV of the Experts
 - (h) APPENDIX VIII: Bank Guarantee for Bid Security
 - (i) APPENDIX IX: Application Checklist
 - (j) APPENDIX X: Financial Bid
 - (k) Document Fee
 - (l) Self-Certification by the Authorised Signatory as proof of not be barred by the any Central/State/Agency
- j) The Bidder shall upload the Application in the format specified in Appendix I-VIII, including the documents specified in Clause 2.11.8 (i) above, on the Tender Website. Each page of the Application, including the Appendices thereto, shall be signed digitally by the authorised signatory of the Bidder. The Bidders are required to sign their Applications using **Class III - Digital Certificates** at the time of uploading the soft copy of the Tender Website. Further, the hard copy submission of the Enclosures of Application shall be made in a sealed envelope and the envelope shall be marked as **“RFP for selection of National Project Management Agency (NPMA) for formation of 10,000 FPOs”**. The envelope shall clearly mention the name and address of the Bidder.
- k) Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.
- l) The envelope mentioned above shall be addressed to the following officer and shall be submitted at the address below:
- MANAGING DIRECTOR,**
Small Farmers' Agri-Business Consortium (SFAC)
Department of Agriculture, Cooperation & Farmers Welfare
NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi – 110016
- m) If the envelopes are not sealed and marked as instructed above, SFAC assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and consequent losses, if any, suffered by the Bidder.

- n) The Bidders shall submit their financial proposals quoting the lump sum fees for undertaking the scope of work set forth in Schedule A (Scope of Work) (“**Financial Bid**”/ “**Agreement Value**”). Financial Bids shall be submitted on the Tender Website as per the instructions of the E-Tendering system on the Tender Website and in the format set out at Appendix VII. It is clarified that the Financial Bids shall only be submitted online and any hard copy submission of the Financial Bid shall result in rejection of the bid.

2.11.9 Bid Opening

SFAC shall open Applications on the date specified in Clause 2.8 in this RFP, in the presence of the authorised representatives of the Bidders, who choose to attend. Application of only those Bidders shall be opened whose Applications have been uploaded on the Tender Website in the correct format and with complete appendices and whose enclosures of Application have been physically received on or before the Application Due Date. SFAC shall prepare minutes of the Applications opening, including information disclosed to those present at the time of Application opening. SFAC will subsequently examine and evaluate the Applications in accordance with the provisions of Section 2 of this RFP. In the event of a specified date of the bid opening being declared a holiday for SFAC, the bids shall be opened at the same time and location on the next working day.

2.11.10 Bid Evaluation

- (a) The two-phase process i.e. technical evaluation followed by financial evaluation of the technically qualified Bidders will be undertaken.
- (b) The technical bids shall be evaluated by a duly constituted Technical Evaluation Committee (TEC). As a first step, the TEC shall examine the eligibility of the Bidders as per the eligibility criteria set out in the RFP.
- (c) Bids of the Bidders, not satisfying the eligibility criteria shall be rejected.
- (d) Any effort by a Bidder to influence SFAC’s bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid and forfeiture of the Bidder's EMD.
- (e) When deemed necessary, SFAC may seek clarifications on any aspect of a bid submitted by a Bidder. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. However, that shall not entitle the bidder to make any changes in the substance of the bid submitted or price quoted or be construed that such Bidder’s bid has been accepted.

- (f) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, SFAC may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- (g) If an Bidder does not provide clarifications sought above within the prescribed time, its Application may be liable to be rejected. In case the Application is not rejected, SFAC may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of SFAC.
- (h) On request from the TEC, the Bidders may have to submit additional information. However, that would not entitle the Bidder to change or cause any change in the substance of the bid submitted or be construed that such Bidder's bid has been accepted.
- (i) The TEC may call the eligible Bidders for a presentation of the projects handled by them and quoted here. The time limit, in which the Bidders' have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.
- (j) 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 authorised representative of the Bidder shall self- certify, if the Bidder has done assignments on non-disclosure agreements. In respect of demonstration of the credentials stipulated in the Scoring Criteria, the necessary particulars as stipulated in the table contained in the above-mentioned Clause shall be submitted. Provided however, the Bidder must provide the necessary information required as per Appendices.
- (k) In addition to the above, all Bidders shall submit the copy of their incorporation and charter documents at the time of submission of Application. Only those Bidders, securing 70% (seventy percent) and above marks will only be considered technically qualified.
- (l) Under Quality and Cost Based Selection (QCBS) method to allow comparison on a common basis, each Financial Bid will be carefully scrutinized and an Estimated Total Price (ETP) will be determined. The Financial Bid with the lowest ETP will receive the maximum score of 100 marks. The score for each other Financial Bid will be inversely proportional to its ETP and will be computed as follows:

$$S_f = 100 \times F_m / F$$

where:

- S_f is the financial score of the Financial Bid being evaluated,
- F_m is the ETP of the lowest priced Financial Bid,
- F is the ETP of the Financial Bid under consideration.

- (m) Following completion of the evaluation of Technical and Financial Bids, the final ranking of the Proposals will be determined. This will be done by applying a weight of

0.80 (80%) and 0.20 (20%) respectively to the technical (St) and financial score (Sf) of each evaluated qualifying Technical and Financial Bid and then computing the relevant combined total score for each Bidder as follows:

$$\text{Combined Score (S)} = \text{St} \times 0.8 + \text{Sf} \times 0.2$$

- (n) The highest ranked Bidder based on the cumulative technical and financial evaluation ranking will be invited for negotiations.

2.12 Application Due Date

Applications comprising of the documents listed in the RFP shall be uploaded on the Tender Website and the hard copy of the Enclosures of Application shall be submitted at the address specified in the RFP on or before the date and time specified. Upon submission of the hard copy of the Enclosures of Application, a receipt thereof should be obtained from the authorised representative of the person specified. For the avoidance of doubt, the hard copy submission of the Enclosures of Application shall also be completed on or before the time specified in the RFP and on or before the Application Due Date failing which the Application shall be rejected as non-responsive and returned unopened.

2.13 Late Applications

Applications (both online submission on Tender Website and hard copy submission of the Enclosures of Application) received by SFAC after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

2.14 Rejection of Applications

- 2.14.1 If any Application received by SFAC is found not digitally signed and/or marked as stipulated in the RFP and/or not accompanied by the Bid Security, it may be summarily rejected.
- 2.14.2 Notwithstanding anything contained in this RFP, SFAC reserves the right to reject any Application and to annul the Application Process and reject all applications at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons therefor. In the event that the SFAC rejects or annuls all the applications, it may, in its discretion, invite all eligible Bidders to submit fresh applications hereunder.
- 2.14.3 SFAC reserves the right not to proceed with the Application Process at any time, without notice or liability, and to reject any Application without assigning any reasons.

2.15 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 Application Process or is not a retained professional advisor advising SFAC in relation to or matters arising out of, or concerning the Application Process. SFAC will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. SFAC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or SFAC or as may be required by law or in connection with any legal process.

2.16 Tests of responsiveness

2.16.1 As a first step towards evaluation of Applications, SFAC shall determine whether each Application is substantially responsive to the requirements of this RFP.

An Application shall be considered substantially responsive only if it fulfils all the mentioned requirements without any material deviation or reservation along with following:

- a) The Application does not contain any condition or qualification;
- b) The Application is not non-responsive in terms hereof;
- c) The Application is signed and initialled in accordance with the instructions provided in this RFP.

2.16.2 SFAC reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by SFAC in respect of such Application.

2.16.3 SFAC will not entertain any query or clarification from Bidders who fail to qualify.

2.17 Contacts during Bid Evaluation

Applications shall be deemed to be under consideration immediately after they are opened and until such time SFAC makes official intimation of the Selected Bidder. While the Applications are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP documents, from contacting by any means, SFAC and/ or their employees/ representatives on matters related to the Application under consideration.

2.18 Correspondence with Bidder

- Save and except as provided in this Application, SFAC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Application.

- Any information contained in the Application shall not in any way be construed as binding on SFAC, its agents, successors or assigns, but shall be binding against the Bidders, if any Project is subsequently awarded to it on the basis of such information.
- SFAC reserves the right not to proceed with the Application Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.19 Proprietary data

All documents and other information supplied by SFAC or submitted by a Bidder to SFAC shall remain or become the property of SFAC. 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 Applications. The SFAC shall not return any Application, or any information provided therewith.

2.20 Verification of information

2.20.1 It shall be deemed that by submitting an Application, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from SFAC;
- c) accept the risk of inadequacy, error or mistake in the information provided in the Application Documents or furnished by or on behalf of SFAC relating to any of the matters referred to in sub-clause (a) or (b) above. No claim shall be admissible at any stage on this account; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.20.2 SFAC 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 the Application Documents, including any error or mistake therein or in any information or data given by SFAC.

2.21 Verification and Disqualification

2.21.1 SFAC reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidder shall, when so required by SFAC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by SFAC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SFAC hereunder.

2.21.2 SFAC reserves the right to reject any Application 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 SFAC, the supplementary information sought by SFAC for evaluation of the RFP Application.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

2.21.3 In case it is found during the evaluation or at any time before engagement of Selected Bidder that one or more of the eligibility 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 the Selected Bidder has already been issued the LOA or has entered into the Agreement for provision of Services, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by SFAC to the Selected Bidder without SFAC being liable in any manner whatsoever to the Selected Bidder. In such an event, SFAC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to SFAC for, *inter alia*, time, cost and effort of SFAC, without prejudice to any other right or remedy that may be available to SFAC, and the next highest ranked eligible Bidder may be considered.

2.22 Miscellaneous

2.22.1 The Application Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi; shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Application Process.

2.22.2 SFAC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the RFP/Application Process and/or amend and/or supplement the RFP/Application Documents/Application 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 SFAC by, on behalf of, and/ or in relation to any Bidder; and/ or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

- 2.22.3** It shall be deemed that by submitting the Application, the Bidder agrees and releases SFAC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the RFP/Application Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 2.22.4** NPMA shall also not be liable, in contract or tort, under statute or otherwise, or aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by NPMAs' fraud or to the extent prohibited by applicable law or professional obligations.
- 2.22.5** NPMA shall subject to the limitation specified in clause 6.4, be liable to SFAC for any direct loss or damage accrued or likely to accrue due to deficiency in services tendered by it. Provided however, NPMAs shall not be liable, for an amount with respect to loss of profit, data or good-will or any other consequential, incidental, indirect, proactive or special damages in connection with claims arising out of the Agreement.

2.23 Award of Contract

- 2.23.1** SFAC, after determining that the Application has passed the test of responsiveness, shall evaluate the Applications submitted by all the Bidders and ascertain whether the Bidders have fulfilled the Minimum Qualification Criteria stated in this RFP. The Bidders whose Applications fulfill the Minimum Qualification Criteria of this RFP shall be further evaluated basis the Scoring Criteria stated in this RFP. The Bidder with the highest scores shall be declared eligible for engagement with SFAC for the provision of Services under this Project (“**Selected Bidder**”).
- 2.23.2** The selected Bidder will be engaged initially for the period of 4 years. The Selected Bidder shall be issued a Letter of Award (“**LOA**”) in duplicate within the timeline stipulated in Clause 1.3, by SFAC and the Selected Bidders shall within fifteen (15) 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, SFAC may disqualify such Bidder from the Project and appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the consequences set out in this RFP shall follow.
- 2.23.3** After acknowledgement of the LOA as aforesaid by the Selected Bidder, SFAC shall issue an Agreement to Selected Bidder, which shall govern the provision of Services and

terms thereof. The Selected Bidder shall not be entitled to seek any deviations in such Agreements. Provided however notwithstanding anything contained in this RFP.

- 2.23.4 In the event that two (2) or more qualified Bidders have the same overall total score (the “**Tie Bidders**”) for the Project, the Bidder who shall be ranked higher shall be determined on the basis of the higher cumulative marks scored against the parameters listed at SI. No. 1 and 2, of the scoring table.

2.24 Conditions of the Contract

- 2.24.1 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Schedules & Appendices of Agreement;
- (c) RFP; and
- (d) Letter of Award

2.24.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between SFAC and NPMA. NPMA shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

2.24.3 Rights and obligations

The mutual rights and obligations of SFAC and NPMA shall be as set forth in the Agreement, in particular:

- (a) NPMA shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) SFAC shall make payments to NPMA in accordance with the provisions of the Agreement.

2.24.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which SFAC has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

2.24.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

2.24.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

2.24.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of NPMA, be given by e-mail and by letter delivered by hand to the address given and marked for attention of NPMA's Representative set out below in Clause 1.10 or to such other person as NPMA may from time to time designate by notice to the SFAC; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as NPMA may from time to time specify by notice to the SFAC;
- (b) in the case of SFAC, be given by e-mail and by letter delivered by hand and be addressed to SFAC with a copy delivered to SFAC Representative set out below in Clause 1.10 or to such other person as SFAC may from time to time designate by notice to NPMA; provided that if NPMA does not have an office in the same city as SFAC's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

2.24.8 Location

The Services shall be performed at the offices of SFAC in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of NPMA.

2.24.9 SFAC of Member-in-charge

The Parties agree that the Lead Member shall act on behalf of the Members in exercising all NPMA's rights and obligations towards SFAC under this Agreement, including without limitation the receiving of instructions and payments from SFAC.

2.24.10 Authorised Representatives

2.24.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by SFAC or NPMA, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

2.24.10.2 SFAC may, from time to time, designate one of its officials as SFAC Representative. Unless otherwise notified, SFAC Representative shall be:

Managing Director

Small Farmers Agri-Business Consortium (SFAC)

NCUI Auditorium Building, 5th floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110 016

E-mail Address: sfac@nic.in

2.24.10.3 NPMA may designate one of its employees as NPMA's Representative. Unless otherwise notified, NPMA's Representative shall be:

.....

Tel:

Mobile:

E-mail:

2.25 TAXES AND DUTIES

Unless otherwise specified in the Agreement, NPMA shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and SFAC shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2.26 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.26.1 Effectiveness of Agreement

This Agreement shall come into force and effect upon the submission of Performance Security within a period of 7 (seven) working days from the date of signing of this Agreement (the "Effective Date") and shall stay in force till the completion of all deliverables as detailed in Appendix I or until March, 2028, whichever is earlier ("Term"). SFAC may provide extension to NPMA on the same terms and conditions under original agreement based the satisfactory performance of NPMA.

2.27 Commencement of Services

NPMA shall commence the Services from the Effective Date, unless otherwise agreed by the Parties.

2.28 Termination of Agreement for failure to commence Services

If NPMA does not commence the Services within the period specified in Clause 2.2 above, SFAC may, by not less than 1 (one) weeks' notice to NPMA, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and NPMA shall be deemed to have accepted such termination.

2.29 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final deliverable to SFAC; or (ii) until March, 2028. Upon Termination, SFAC shall make payments of all amounts due to NPMA hereunder.

2.30 Entire Agreement

2.30.1 This Agreement and the Appendices together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of NPMA arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.30.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.31 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.32 Force Majeure

Neither NPMA nor SFAC shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond either Party's reasonable control.

2.33 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.34 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, NPMA shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.35 Consultation

Not later than 30 (thirty) days after NPMA has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.36 Suspension of Agreement

SFAC may, by written notice of suspension to NPMA, suspend all payments to NPMA hereunder if NPMA shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to NPMA to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by NPMA of such notice of suspension.

2.37 Termination of Agreement

2.37.1 This Agreement applies to the Services whenever performed (including before the date of this Agreement).

2.37.2 This Agreement shall terminate on the completion of the Services to the satisfaction of SFAC. Either of the Parties may terminate it, or any particular Services, earlier upon fifteen days' prior written notice to the other. In addition, NPMA may terminate this Agreement, or any particular Services, immediately upon written consent from SFAC if it reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

2.37.3 SFAC shall pay NPMA for all work-in-progress, Services already performed, and expenses incurred by it up to and including the effective date of the termination of this Agreement.

2.37.4 The Parties' respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either of the Parties rights or obligations beyond

its termination shall continue indefinitely following the termination of this Agreement.

2.38 Disputes about Events of Termination

If either Party disputes whether an event of termination as specified in this Clause 2.9 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.39 Obligations of NPMA

2.39.1 Standards of Performance

NPMA shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. NPMA shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to SFAC, and shall at all times support and safeguard SFAC's legitimate interests in any dealings with Third Parties.

2.39.2 Scope of Work

The scope of Services to be performed and the deliverables to be provided by NPMA are specified in the Scope of Work at SCHEDULE A of this Agreement and also the assignment given by SFAC for smooth implementation of the programme.

2.39.3 Applicable Laws

NPMA shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of NPMA comply with the Applicable Laws.

2.40 Conflict of Interest

NPMA shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

2.41 Prohibition of conflicting activities

Neither NPMA nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or

- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

2.41.1 NPMA not to benefit from commissions, discounts, etc.

The remuneration of NPMA pursuant to Clause 6 hereof shall constitute NPMA's sole remuneration in connection with this Agreement or the Services and NPMA shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and NPMA shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 2.41.2 NPMA and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **"Prohibited Practices"**). Notwithstanding anything to the contrary contained in this Agreement, SFAC shall be entitled to terminate this Agreement forthwith by a communication in writing to NPMA, without being liable in any manner whatsoever to NPMA, if it determines that NPMA has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the SFAC shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to SFAC towards, *inter alia*, time, cost and effort of SFAC, without prejudice to SFAC's any other rights or remedy hereunder or in law.

- 2.41.3 Without prejudice to the rights of the SFAC under Clause 3.2.4 above and the other rights and remedies which SFAC may have under this Agreement, if NPMA is found by SFAC to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, NPMA shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date NPMA is found by SFAC to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

- 2.41.4 For the purposes of Clauses 2.41.2 and 2.41.3, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of SFAC who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement 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 SFAC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement,

as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser SFAC 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 Selection 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 Selection Process or the exercise of its rights or performance of its obligations by SFAC under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by SFAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (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 Selection Process.

2.42 Confidentiality

Except as otherwise permitted by this Agreement, neither Party may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary ("**Confidential Information**").

Either of the Parties may, however, disclose such information to the extent that it:

- 1) is or becomes public other than through a breach of this Agreement,
- 2) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- 3) was known to the recipient at the time of disclosure or is thereafter created independently,
- 4) is disclosed as necessary to enforce the recipient’s rights under this Agreement, or
- 5) must be disclosed under applicable law, legal process or professional regulations.

Either of the Parties may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Subject to applicable law, NPMA may provide Client Information to its related entities (“Service Providers”) who may collect, use, transfer, store or otherwise process it (collectively ‘Process’) in various jurisdictions in which they operate for purposes related to:

- 1) the provision of the Services;
- 2) complying with regulatory, and legal obligations to which NPMA is subject;
- 3) conflict checking;
- 4) for risk management and quality reviews; and for
- 5) NPMA's internal financial accounting, information technology and other administrative support services (collectively 'Processing Purposes'). NPMA shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on its behalf.

With respect to any Services apply to the relationship between SFAC or its associated entities and any NPMA firm, SFAC represents, to the best of its knowledge, as of the date of this Agreement, that neither SFAC nor any of its affiliates has agreed, either orally or in writing, with any other advisor to restrict its ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair a NPMA Firm's independence as to the audit of SFAC or that of any of its affiliates, or require specific tax disclosures as to those restrictions. Accordingly, SFAC agrees that the impact of any such agreement is SFAC's responsibility.

2.43 LIABILITY OF NPMA

- 2.43.1 NPMA's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 2.43.2 NPMA shall, subject to the limitation specified in Clause 2.43.1, be liable to SFAC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 2.43.3 The Parties hereto agree that SFAC (and any others for whom Services are provided) may not recover from NPMA, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. SFAC shall make any claim or bring proceedings only against NPMA. However, the Client reserves the right to make a declaration for discontinuing its future dealings with NPMA in the event of any material deficiency in services or material default on the part of NPMA.
- 2.43.4 SFAC (and any others for whom Services are provided) may not recover from NPMA, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

- 2.43.5 If NPMA is liable to SFAC (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, NPMA's liability to SFAC shall be several, and not joint, with such others, and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of NPMA's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 2.43.6 SFAC shall make any claim relating to the Services or otherwise under this Agreement no later than three years after discovery of the cause of action in relation to such claim.
- 2.43.7 The limitations in Clauses 2.43.4 and 2.43.5 will not apply to losses or damages caused by NPMA's fraud or to the extent prohibited by applicable law or professional regulations.
- 2.43.8 SFAC may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any of NPMA's subcontractors, members, shareholders, directors, officers, partners, principals or employees.

2.44 Accounting, inspection and auditing

NPMA shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of NPMA's costs and charges); and
- (b) permit SFAC or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by SFAC.

2.45 Reporting obligations

- 2.45.1 NPMA shall submit to SFAC the reports and documents specified in the Agreement, in the form, and within the time periods set forth therein and as may be prescribed by SFAC.
- 2.45.2 Any information, advice, recommendations or other content of any reports, presentations or other communications NPMA provides under this Agreement ("**Reports**"), other than Client Information, are for SFAC's internal use only (consistent with the purpose of the

particular Services) including SFAC's board of directors, audit committee, or its statutory auditors.

- 2.45.3 SFAC may not disclose a Report (or any portion or summary of a Report) externally (including to its affiliates), or refer to NPMA in connection with the Services, except:
- (a) to SFAC's lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services,
 - (b) to the extent, and for the purposes, required by law (and SFAC will promptly notify NPMA of such legal requirement to the extent SFAC is permitted to do so),
 - (c) to other persons (including its affiliates) with NPMA's prior written consent, who may use it only as NPMA has specified in its consent, or
 - (d) to the extent it contains any Tax Advice.

If SFAC is permitted to disclose a Report (or a portion thereof), SFAC shall not alter, edit or modify it from the form NPMA provided.

An "affiliate" of an entity (for the purpose of this Agreement) shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise.

- 2.45.4 SFAC may disclose to anyone a Report (or any portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("**Tax Advice**"). With the exception of tax authorities, SFAC shall inform those to whom SFAC discloses Tax Advice that they may not rely on it for any purpose without NPMA's prior written consent.

2.46 Documents prepared by NPMA to be property of SFAC

NPMA may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("**Materials**") that it owns in performing the Services. Notwithstanding the delivery of any Reports, NPMA retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that NPMA compiles and retain in connection with the Services (but not Client Information reflected in them).

NPMA may process Client Information relating to identified or identifiable natural persons ("**Personal Data**") in various jurisdictions in which it operates. NPMA will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations.

NPMA will require any Service Provider that processes Personal Data on its behalf to adhere to such requirements. For Services where NPMA acts as processor processing Personal Data on SFAC's behalf, appropriate data processing terms will be included in

this Agreement.

SFAC warrants that it has SFAC to provide Personal Data to NPMA in connection with the performance of the Services and that any Personal Data provided to NPMA has been processed in accordance with applicable laws.

- 2.47 Upon payment for the Services, SFAC may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

2.48 Providing access to Project Office and Personnel

NPMA shall ensure that SFAC, and officials of SFAC having authorisation from SFAC, are provided unrestricted access to the office of NPMA and to all Personnel during office hours. SFAC's official, who has been authorised by SFAC in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of NPMA and verify the records relating to the Services for his satisfaction.

2.49 Accuracy of Documents

NPMA shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify SFAC against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of NPMA or arises out of its failure to conform to good industry practice. NPMA shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

SFAC may incorporate into documents that it intends to use NPMA's summaries, calculations or tables based on Client Information contained in a Report, but not its recommendations, conclusions or findings. SFAC must assume sole responsibility for the contents of those documents and SFAC must not externally refer to NPMA or any other Firm in connection with them.

SFAC may not rely on any draft Report. NPMA shall not be required to update any final Report for circumstances of which it becomes aware, or events occurring, after its delivery.

2.50 PERSONNEL

2.50.1 General

NPMA shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

2.50.2 Deployment of Personnel

The designations, names and other particulars including qualifications of each of NPMA's Personnel required in carrying out the Services shall be submitted by NPMA to SFAC for its approval.

2.50.3 Approval of Personnel

No Personnel shall be engaged without prior approval of SFAC.

2.50.4 Substitution/Removal of Personnel

SFAC expects all the Personnel proposed by NPMA to be available during implementation of the Agreement. SFAC will not consider any substitution of Personnel approved by it except under compelling circumstances beyond the control of NPMA and the concerned Personnel. However, the substitute person should be equal to or better qualified than the designated person.

Neither Bidder (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder.

If SFAC finds that any of the Personnel including dedicated Key Personnel have (i) committed serious misconduct or has been charged with having committed an illegal/criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel (iii) finds the personnel ineffective or otherwise unsuitable to perform the duties, then NPMA, at SFAC's written request therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the client without any protest.

2.50.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and NPMA's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the Man-days of service. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of SFAC, and NPMA shall ensure that any absence on leave will not delay the progress and quality of the Services.

2.50.6 Project Manager

NPMA shall designate a suitable person as Project Management Expert (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

2.51 OBLIGATIONS OF SFAC

2.51.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, SFAC shall make best efforts to ensure that the Government shall:

- a) provide NPMA's Personnel with work permits and such other documents as may be necessary to enable NPMA, its Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

2.51.2 Access to land and property

SFAC warrants that NPMA shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to NPMA as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to NPMA as a result thereof pursuant to Clause 6.1.3.

2.51.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by NPMA in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to NPMA under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to NPMA, shall be borne by SFAC.

- In consideration of the Services performed by NPMA under this Agreement, SFAC shall make to NPMA such payments and in such manner as is provided in this Agreement.
- SFAC shall assign a qualified person to oversee the Services.
- SFAC is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for its purposes.
- SFAC shall provide (or cause others to provide) to NPMA, promptly, the information,

resources and assistance (including access to records, systems, premises and people) that NPMA reasonably requires to perform the Services.

- To the best of SFAC’s knowledge, all information provided by SFAC or on its behalf (“**Client Information**”) will be accurate and complete in all material respects. The provision of Client Information to NPMA will not infringe any copyright or other third-party rights.
- NPMA will rely on Client Information made available to it and, unless NPMA expressly agrees otherwise, will have no responsibility to evaluate or verify it.
- SFAC shall be responsible for its personnel’s compliance with SFAC’s obligations under this Agreement.

2.52 Payment to NPMA

2.52.1 Cost estimates and Agreement Value

2.52.2 The cost of the Services payable to NPMA is set forth in Schedule D of the RFP.

2.52.3 The payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rs.), which does not include any additional costs that may be payable to NPMA.

2.52.4 Notwithstanding anything to the contrary contained in Clause 2.54.3, if pursuant to the provisions of Clause 2.31, the Parties agree that additional payments shall be made to NPMA in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 2.54.2 above, the Agreement Value set forth in Clause 2.54.3 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

2.52.5 SFAC shall also reimburse NPMA for other reasonable expenses incurred in performing the Services. NPMA’s fees is exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which SFAC shall pay (other than taxes imposed on NPMA’s income generally). Unless otherwise set forth in the Agreement, payment is due within thirty days following receipt of each of NPMA’s invoices.

2.52.6 NPMA may charge additional professional fees if events beyond its control (including SFAC’s acts or omissions) affect its ability to perform the Services as originally planned or if SFAC asks NPMA to perform additional tasks.

2.52.7 If NPMA is required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, SFAC shall reimburse NPMA for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless

NPMA is a party to the proceeding or the subject of the investigation.

2.53 Currency of Payment

All payments shall be made in Indian Rupees. NPMA shall be free to convert Rupees into any foreign currency as per Applicable Laws.

2.54 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows: -

- (a) NPMA shall be paid for its services as per the Payment Appendix I t Appendix -3 of this Agreement, subject to NPMA fulfilling the following conditions:
 - (i) No payment shall be due for a particular deliverable till NPMA completes to the satisfaction of SFAC the work pertaining to such deliverable; and
 - (ii) SFAC shall pay to NPMA, only the undisputed amount.
- (b) SFAC shall cause the payment due to NPMA to be made within 30 (thirty) days after the receipt by SFAC of duly completed bills with necessary particulars (the “**Due Date**”).
- (c) Any amount which SFAC has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by NPMA to SFAC within 30 (thirty) days after receipt by NPMA of notice thereof. Any such claim by SFAC for reimbursement must be made within 1 (one) year after such payment being made. Any delay by NPMA in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (d) All payments under this Agreement shall be made to the account of NPMA as may be notified to SFAC by NPMA.

2.55. Liquidated Damages & Penalties

2.55.1 Performance Security

2.55.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 7.5% (Seven and Half per cent) of Agreement Value (the “**Performance Security**”).

2.55.1.2 The Performance Security, shall be appropriated by SFAC against breach of this Agreement or for recovery of liquidated damages as specified in Clause 2.55.2. The balance remaining out of the Performance Security shall be returned to NPMA at the end of three months after the expiry of this Agreement pursuant to Clause 2.29. thereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, SFAC may make deductions from any subsequent payments due and payable to NPMA hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

2.55.1.3 NPMA shall furnish a Bank Guarantee as the Performance Security, within a period of 7 (seven) days from the date of signing of the Agreement, in the form specified at Schedule C of this Agreement.

2.55.2 Liquidated Damages

2.55.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the deliverables to be submitted by NPMA as a part of the Services to be performed by it under this Agreement and such error or variation is the result of negligence or lack of due diligence on the part of NPMA, the consequential damages thereof shall be quantified by SFAC in a reasonable manner and recovered from NPMA by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

2.55.3 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of NPMA, suitable extension of time shall be granted.

2.55.4 Encashment and appropriation of Performance Security

SFAC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to NPMA in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 2.55.2.

2.55.5 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 2.55.2, warning may be issued to NPMA for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of SFAC, other penal action including debarring for a specified period may also be initiated as per policy of SFAC.

2.56 Indemnity

To the fullest extent permitted by applicable law and professional regulations, SFAC shall indemnify NPMA against all claims by third parties (including SFAC's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through SFAC or at SFAC's request. SFAC shall have no obligation hereunder to the extent that NPMA has specifically authorised, in writing, the third party's reliance on the Report.

2.57 Fairness and Good Faith

2.57.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

2.57.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 2.57.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 2.58 hereof.

2.58 Settlement of Disputes

2.58.1 This Agreement shall be governed by, and construed in accordance with, the laws of India.

2.58.2 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (the "**Rules**"), and the award (the "**Award**") made in pursuance thereof shall be binding on the parties.

2.58.3 The seat of the arbitration shall be New Delhi, India. The language of the arbitration shall be English.

2.58.4 The arbitrators shall make a reasoned Award. Any Award made in any arbitration held pursuant to this Clause 2.58 shall be final and binding on the Parties as from the date it is made, and NPMA and SFAC agree and undertake to carry out such Award without delay.

2.58.5 NPMA and SFAC agree that an Award may be enforced against NPMA and/or SFAC, as the case may be, and their respective assets wherever situated.

2.58.6 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

2.59 Period of Contract

The Project is valid till March, 2028. However, NPMA will be engaged initially for the period of 4 years and the extension of NPMA's Agreement will be given based the satisfactory performance of NPMA.

2.59 Miscellaneous

- 2.59.1 This Agreement constitutes the entire agreement between the Parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
- 2.59.2 Both Parties may execute this Agreement, as well as any modifications to it by electronic means and each Party may sign a different copy of the same document. Both Parties must agree in writing to modify this Agreement.
- 2.59.3 Each Party represents that the person signing this Agreement on its behalf is expressly authorised to execute them and to bind each of them to such terms.
- 2.59.4 SFAC represents that its affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
- 2.59.5 SFAC agrees that NPMA may, subject to professional obligations, act for other clients, including SFAC's competitors.
- 2.59.6 If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 2.59.7 Neither of the Parties may use or reference the other's name, logos or trademarks without its prior written consent, provided that NPMA may use SFAC's name publicly to identify SFAC as a client in connection with specific Services or otherwise.

(Note: The agreement may be reviewed before signing of the agreement)

SECTION 3: SCHEDULES

SCHEDULE A

SCOPE OF WORK

The National Project Management Agency will be appointed for providing overall project guidance, data maintenance through integrated portal and information management and monitoring under the project.

The Scope of work can be divided into the following components:

- **Drawing contours of the program including structuring of clusters**

NPMA would start the assignment by chalking out program with detailed SOPs and Project Implementation Plan/ 5 years Action Plan for each stakeholder in the value chain. Identification of target value chains required would be steppingstone for development of the road map. Once the value chains are established, it defines clusters to be chosen for FPO formation. Here, NPMA would draft out detailed SOP for CBBO for further action. Value chain analysis would also identify both forward/backward linkage mechanism. NPMA will develop an Integrated Portal either through outsourcing or through NIC.

- **Transaction Advisory for selection and monitoring of CBBOs**

NPMA would provide Transaction Advisory services to implementing agencies (those who seek their support) for selection and monitoring of CBBOs. After preparation of action plan for project execution, NPMA may assist implementation agencies in carrying out transaction for engagement of CBBOs for said clusters. Alternately, implementation agencies may carry out the selection process on their own. Such step requires delineating detailed scope, team requirement with relevant qualifications & experience. NPMA will develop the evaluation framework of the CBBOs in consultation with respective Implementing Agencies.

- **Post transaction support for effective project/programme implementation**

1. After selecting CBBOs as per the requirements, NPMA will be responsible to support SFAC and other two implementing agencies including State nominated implementing agencies for effective implementation and monitoring of the project execution. KPIs based monitoring of CBBOs would be conducted regularly by NPMA.
2. NPMA in turn will appraise N-PMAFSC regarding the performance of CBBOs, formation of FPOs, handholding support provided by CBBOs etc. through detailed MIS submitted on monthly basis. For this purpose, NIC shall carry out the development of the portal.
3. NPMA should work in tandem with CBBOs and professional Agencies, if any, and ensure that adequate support is extended to States of North-East and hilly regions to offset deficiency in specialized manpower and expertise available in such areas including even extending support directly to FPOs/Federation of FPOs for their promotion wherever required.

4. NPMA will assist DAC&FW in formation and promotion of FPOs in the State(s) where there is unavailability of experts. It will also provide suitable professional advice to existing FPOs who approach for the same.
5. NPMA may also provide professional advice to new FPOs being promoted by Value Chain Organisations under the Scheme when required.

- **Assist in structured interface with stakeholders like Ministries, Financial Institutions, Training, and Research and Development Institutions**

NPMA is desired to bring in specific capabilities into the system. NPMA may also act as extended arm with specific output to N-PMAFSC while interacting with various stakeholders like Central/State departments, financial institutions, Training, Research & Development Institutions or such forum at large. NPMA would help N-PMAFSC to structure the approach, create outreach materials, organize and structure discussions & partnerships etc. To function as National level data repository and to maintain the integrated portal serving as national platform for FPOs, it will not only cater to meet the data needs (MIS), but will also function as digital platform for maintaining membership, activities, business growth and annual accounts of FPOs. NPMA will provide requisite data and analysis to DAC&FW & N-PMAFSC as may be required from time to time.

- **Support in formulation of programmatic & policy directions**

N-PMAFSC will create knowledge for FPO formation and bring out programmatic & policy suggestions/ directions. NPMA will assist in formulation of such suggestions, churned out from the project's learning; which has capability of adding value to agri-business overall.

- **Policy orientation and related advocacy at National and State level**

NPMA will assist in facilitating and identifying National and state level institutes in the field of Agribusiness. There is need to partner with such stakeholders for effective project implementation. NPMA shall assist in linking/undertaking MoUs with these institutions for long term engagement and development of FPOs. Also, NPMA will assist in such advocacy among stakeholders.

- **Information, Education and Communication (IEC)**

NPMA will undertake IEC activities to promote awareness and generate interest in the key stakeholders and the larger community towards the project. The IEC activities will include preparation of promotional material, workshops/seminars, awareness camps, exposure visits, media events, etc.

- **Partnerships and networking**

NPMA will assist in identifying international, national and state level institutes in the field of agribusiness and facilitate networking and building partnerships with them for effective project implementation. Potential partners include but are not limited to financial

institutions, capacity building and training institutions, agri-input companies, Ag-tech companies, agri-marketing and e-commerce, food processing, storage and distribution organizations. NPMA shall assist in linking CBBOs with such institutions by undertaking Memoranda of Understanding (MoUs) for long term engagement and development of FPOs. This activity will be need-based and will be undertaken throughout the project period.

- **Capturing Experiential Learning and Sharing Knowledge**

NPMA will undertake systematic documentation of emerging experience and learnings in the form of learning notes, working papers, etc., and disseminate these through on-line portal as well as off-line exchange events. The purpose will be to create a dynamic knowledge-exchange system on FPO formation and functioning. This activity will be undertaken throughout the project period.

- **Build-Operate-Transfer (BOT) Model**

NPMA will support with the following scope of work in BOT Model:

1. Creating a Roadmap and Action Plan for implementation of the 10,000 FPOs Scheme
2. Launching the Implementation and providing support to Implementing agencies, DAC&FW, CBBOs and other key stakeholders.
3. Designing the organization structure, roles, responsibilities including job description, recruiting and capacity building, KRA and KPI of NPMA staff, who will provide long term support for the scheme.

KEY DELIVERABLE FOR NPMA

1. Detailed Project Action Plan/ Detailed Project Implementation Plan
2. List of identified clusters with details on selection criteria and list of identified value chains
3. Detailed SOP for CBBOs
4. Value chain analysis and plan for key interventions in identified value chains
5. Monthly progress report
6. Formation and maintenance of MIS Dashboard
7. Ready to publish IEC material developed under the project
8. Capacity Building/ Knowledge Dissemination events (training workshops, seminars, etc.) organized
9. Assist Implementing Agencies in project related works
10. Any other project related work assigned by SFAC
11. **Submission of Monthly Progress Reports:** Monthly Progress Reports shall be submitted by NPMA to SFAC by the last day of each month during the Term of the Agreement, for evaluation and further actions as directed by SFAC. SFAC shall revert with its approval of the Report or modification/ suggestions/ comments with further instructions on submission of revised Monthly Progress Report, within 10 (ten) days of the receipt of the report from NPMA.

SCHEDULE B**TECHNICAL EVALUATION CRITERIA & TEAM REQUIREMENT**

Only bidders meeting the minimum qualification shall be considered for technical evaluation. The mode of evaluation and selection shall be QCBS (Quality and Cost Based Selection): with relative assigned weight of Technical Bid [80]: Financial Bid [20]; and accordingly, the selection of the Bidder shall be based on the scores allocated basis the following technical and financial bids:

#	Parameters	Criteria & Sub Criteria	Max marks
1	Financial Strength		10
a	The average revenue from advisory services during the last three financial years (2017-18, 2018-19, 2019-20)	a) INR 100-150 Crores – 2.5 mark b) More than INR 150-200 Crores – 3.5 marks c) More than INR 200 Crores – 5 marks	5
b	The average revenue from Advisory services in Agri & allied sectors during the last three financial years (2017-18, 2018-19, 2019-20)	a) INR 10-15 Crores - 2.5 marks b) INR 15-20 Crores - 3.5 marks c) More than INR 20 Crores- 5 marks	5
2	Technical Experience		45
a	Experience in advisory services (such as business, strategy, financial consulting and operational project management) in projects undertaken in preceding last 7 years	1.5 marks per assignment upto 10 projects and maximum marks will be awarded	15
b	Experience in advisory services in agriculture and allied sector projects undertaken in preceding last 7 years	0.5 marks per assignment upto 10 projects and maximum marks will be awarded	5
c	Experience of assisting Government of India as PMA/PMU in projects with Central /State Governments and other Government entities in preceding last 7 years	Expertise in providing PMA/PMU support for working with Government entities in last 5 years having fee of not less than Rs. 1 Crore per annum and more for a time period not less than one year. 4 marks for each project upto 5 projects and maximum 20 marks will be awarded	20

#	Parameters	Criteria & Sub Criteria	Max marks
d	Experience in establishing and operating an online dashboard	Assistance provided in development & maintenance of Online Dashboard under programs with the State/Central Ministries, Departments, PSUs or Multilateral Agencies. 1 mark for each project upto 5 projects and maximum 5 marks will be awarded. Supported by Work Order/ Agreement copy/ Final sanction/ approval letters/ Project Completion Certificate	5
3	Approach and Methodology		15
A	Conceptual Clarity and Understanding of the assignment along with Project Implementation Strategy/ Work Plan through Power Point Presentation		15
4	Dedicated Core Team		30
A	Team Leader (1)		6
B	Other Core Team Members: 1. Agriculture/Horticulture Production Expert – 2 no. (6 marks, 3 marks each) 2. Agriculture & Food Processing Technology & Standards Expert – 1 no. (4 marks) 3. Incubation Service Providers* – 3 nos. (6 marks) (2 marks each) 4. Accounting & Auditing Expert – 1 no. (2 marks) 5. Law/Legal Expert – 1 no. (2 marks) 6. IT/MIS Expert – 2 no. (4 marks) (2 marks each)		24
Total			100 Marks

** Incubation Service Experts shall facilitate activities like input linkages, credit linkage, capacity building, project management services etc.*

Note: During the Bid Evaluation, marks to each expert will be awarded based on the quality of the CV as well as interaction during the presentation.

The additional supporting staff will be deployed as per need arises during the project implementation.

SCHEDULE C**MINIMUM QUALIFICATION OF TEAM**

The Bidder has to submit the details of resources/experts as per above in the format provide in **Appendix V - CV of the Expert**. NPMA team will be stationed at SFAC premises and will work from there. They will be supported by the experts during meetings & outputs will be provided by the team stationed at SFAC. The minimum qualification required for the dedicated team of experts is as follows:

S.No.	Designation	Qualification & Experience
1.	Team Leader	Graduate with MBA / Post graduate Diploma in Business Management/ Marketing/ Agricultural Economics/ Agri-business/ Cooperative Management / Rural Management from a recognized University with relevant experience of 15+ years to the scope of the project.
Core Team		
1.	Agriculture/Horticulture Production Expert	Postgraduate in Agriculture/ Horticulture/ Allied sector from a recognized University with 10+ years of experience in pre and post harvesting techniques, value chain development, on/off farm demonstration & training and engaging with FPOs/ Farmers groups etc.
2.	Agriculture & Food Processing Technology and Standards Expert	Postgraduate in Food Technology from a recognized University with 10+ years of experience in post harvest techniques, food technology standards & techniques, quality standards, product development and engaging with FPOs/ farmers groups etc.
3.	Incubation Service Providers	Graduate with MBA / Post Graduate Diploma in Agri-Business Management/ Agribusiness Marketing/ Agricultural Economics / Cooperative Management / Rural Management from a recognized University with experience of 10+ years in procurement and marketing and sales of agri. inputs and output, value chain development, establishing common facility infrastructure, capacity building, credit linkage, project management activities etc.
4.	Accounting & Auditing Expert	Qualified CA with 5 years of relevant experience in accounting, auditing, statutory compliance, financial planning, transaction advisory, taxation, procurement and bid process management etc.
5.	Law/Legal Expert	LLM /LLB with 5 years of relevant experience in legal matters, arbitration, transaction advisory and agri related projects etc.
6.	IT/MIS Expert	MCA/ MBA/ PGDM with 5 years of relevant experience in IT implementation/ programs with State/Central Ministries, Departments, PSUs or Multilateral Agencies.

SCHEDULE D

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 7.1.3)

[On Appropriate Stamp Paper]

Bank Guarantee No. [●]

In consideration of the Small Farmers' Agribusiness Consortium (SFAC) (hereinafter referred as the "SFAC", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the "NPMA" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide SFAC's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the Project, and NPMA having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to SFAC for performance of the said Agreement.

We, (hereinafter referred to as the "Bank") at the request of NPMA do hereby undertake to pay to SFAC an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by SFAC by reason of any breach by the said NPMA of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from SFAC stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by SFAC by reason of breach by the said NPMA of any of the terms or conditions contained in the said Agreement or by reason of NPMA's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We, (indicate the name of Bank) undertake to pay to SFAC any money so demanded notwithstanding any dispute or disputes raised by NPMA in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and NPMA shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of SFAC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till SFAC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said NPMA and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date

of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with SFAC that SFAC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said NPMA from time to time or to postpone for any time or from time to time any of the powers exercisable by SFAC against the said NPMA and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said NPMA or for any forbearance, act or omission on the part of SFAC or any indulgence by SFAC to the said NPMA or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or NPMA(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of SFAC in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if SFAC serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the Bid Due Date specified in the RFP)].

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE E

PAYMENT SCHEDULE

The Project is valid till March, 2028. However, NPMA will be engaged initially for the period of 4 years and the extension of NPMA's Agreement will be given based the satisfactory performance of NPMA.

The payments shall be made to NPMA as equal monthly instalments of the Agreement Value, payable upon the approval of the Monthly Progress Reports by SFAC.

SECTION 4: APPENDICES

APPENDIX I

LETTER COMPRISING THE APPLICATION

To:

[**]

Sub: *Application for selection of National Project Management Agency (NPMA) for formation and promotion of 10,000 FPOs.*

Dear Sir/Madam,

1. With reference to your RFP document dated *****, I/We, having examined the Application Documents and understood their contents, hereby submit our Application for the Project. The Application is unconditional and unqualified.
2. I/We acknowledge that SFAC will be relying on the information provided in the Application and the documents accompanying such Application for selection of the Selected Bidder for the aforesaid Project, and we certify that all information provided in the Application and in Appendix I are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Selected Bidder for undertaking the aforesaid Project.
4. I/We shall make available to SFAC any additional information it may find necessary or require supplementing or authenticate the Application.
5. I/We acknowledge the right of SFAC to reject our Application 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. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial SFAC or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a) I/We have examined and have no reservations to the Application Documents, including any Addendum issued by SFAC;
 - b) I/We do not have any Conflict of Interest in accordance with Clause 2.2.1 (c) of the RFP;

- 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, in respect of any tender or request for proposal issued by or any agreement entered into with SFAC or any other public-sector enterprise or any SFAC, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf 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 Application Process at any time and that you are neither bound to accept any Application that you may receive nor to select any Bidders for engagement for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.
 9. I/We believe that we meet all the requirements related to Technical Capacity as specified in this RFP.
 10. I/We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory SFAC 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.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, I/We have not been charge-sheeted by any agency of the government/SFAC or convicted by a Court of Law for any offence committed by us.
 12. I/We further certify that no investigation by a regulatory SFAC is pending either against us or against our CEO or any of our Directors.
 13. I/We undertake that in case of any change in facts or circumstances during the Application Process, we are attracted by the provisions of disqualification in terms of the RFP, we shall intimate SFAC of the same immediately.
 14. I/We undertake that the Statement of Legal Capacity as per the format provided at Appendix II of the RFP, and duly signed, is enclosed. The Power of Attorney for Signing of Application, as per the format provided at Appendix III of the RFP, is also enclosed.
 15. I/We understand that the Selected Bidder shall be a Scheduled Commercial Bank as categorized by the Reserve Bank of India as of the Application Due Date.
 16. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SFAC in connection with the selection of the Bidder, or in connection with the Application Process itself, in respect of the Project and the terms and implementation thereof.

17. In the event of my/our being declared as the Selected Bidder, I/we agree to engage with SFAC in accordance with the terms and conditions provided in the Agreement for provision of Services to be issued by SFAC. We agree not to seek any changes in the aforementioned Agreement and agree to abide by the same.
18. I/We have studied all the Application Documents carefully. I/We understand that except to the extent as expressly set forth in the Agreement for provision of Services to be issued by SFAC, I/We shall have no claim, right or title arising out of any documents or information provided to us by SFAC or in respect of any matter arising out of it.
19. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Application.
20. I/We offer a Bid Security of {Rs..... (Rupees)} for the Project to SFAC in accordance with the RFP.
21. I/we have enclosed the Bid Security in accordance with the RFP and in the form of DD/FDR/Banker's Cheque/BG.
22. I/we have enclosed the Document Fee in accordance with the RFP and in the form of DD.
23. I/We agree and understand that the Application is subject to the provisions of the Application 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 Application is not opened.
24. I/We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I/We submit this Application under and in accordance with the terms of the RFP.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the
Authorised signatory)

Name and seal of Bidder

APPENDIX II

DETAILS OF BIDDER

1.
 - (a) Name:
 - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (c) Date of incorporation and/or commencement of business:
2. Brief description of the Bidder 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 SFAC:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)
6. Statement of Legal Capacity:

[To be forwarded on the letterhead of the Bidder]

Ref. Date:

To,

[**]

[insert address]

Dear Sir/Madam,

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

We have agreed that (insert individual's name) will act as our representative and has been duly authorised to submit the Application. 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 authorised signatory)

For and on behalf of.....

APPENDIX III

JOINT VENTURE (JV) AGREEMENT

FORM OF JOINT VENTURE AGREEMENT (ON NON-JUDICIAL STAMP PAPER OF VALUE INR 500/- TO BE PURCHASED IN ANY ONE NAME OF JOINT VENTURE MEMBER)

THIS Joint Venture agreement executed on this ----- day of ----- Two Thousand and ----- between M/s -----a company incorporated under the laws of ----- and having its registered office at ----- (herein after called the “ Lead Company “ which expression shall include its successors , executors and permitted assigns), M/s -----a company incorporated under the laws of ----- and having its registered office at ----- (herein after called the Constituent company which expression shall include its successors, executors and permitted assigns) and M/s ----- a company incorporated under the laws of ----- and having its registered office at ----- (hereinafter called the “Member” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract” (in case of award) “ Selection of National Project Management Agency (NPMA) for formation and promotion of 10,000 FPOs.

The leader of the joint venture shall abide by the general terms and conditions specified in the RFP.

WHEREAS Clause 2.10 (Bid Eligibility Criteria), forming part of the bidding documents, stipulates that a joint venture of firms meeting eligibility requirement, applicable may bid, provided the Joint Venture fulfills all other requirements of Specification and in such a case, the bid shall be signed by the members so as to legally bind the members and who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid has been submitted to the Owner vide proposal No.----- dated ----- by Lead Company based on the Constituent agreement between Joint venture partners under these presents and the bid in accordance with the requirements of Specification. (Qualification Requirements).

NOW THIS INDENTURE WITNESSETH AS UNDER: In consideration of the above premises and agreements all the Partners to this joint venture members do hereby now agree as follows:

- 1) In consideration of the award of the Contract by the Owner to the joint venture members, we, the members to the joint venture agreement do hereby agree that M/s----- shall act as Lead company and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the Contract and shall be fully responsible for the Contract.
- 2) In case of any breach of the said Contract by the Lead Company or other Constituent of the joint venture agreement, the Lead Company do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
- 3) Further, if the owner suffers any loss or damage on account of any breach in the Contract the Lead Company of these presents undertake to promptly make good such loss or damages caused to the SFAC, on its demand without any demur. It shall not be necessary or obligatory for the SFAC to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).
- 4) The financial liability of the members of this joint venture agreement to the SFAC, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said joint venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the members of the agreement.
- 5) It is expressly understood and agreed between the members to this joint venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in Schedule A. (To be incorporated suitably by the member to this agreement). It is further agreed by the member that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this contract.
- 6) This joint venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Chennai shall have the exclusive jurisdiction in all matters arising there under.
- 7) In case of an award of a Contract, we the joint venture members do hereby agree that we shall be jointly and severally responsible for the scope of the RFP respectively executed and Lead Company shall furnishing a Bank guarantee for Performance Security in favour of the SFAC in the forms acceptable and defined in the RFP.

- 8) It is further agreed that the joint venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable all the owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.
9. If any controversy or claim arising cannot be agreed upon by the Joint Venturers, the controversy or claim shall be resolved by [insert name of Mediator] (“Mediator”). The Mediator shall decide, resolve, and determine the claim or controversy. The mediator cannot make a finding, ruling, or enter an order that would be in conflict with or prohibited by MCA regulations, guidance, or information notices governing joint ventures. The written decision of the Mediator shall be final and conclusive upon the Venturers. Any ruling or finding by the mediator that amends the joint venture agreement must be approved by legal SFAC. If not approved by Legal SFAC such ruling(s) or finding(s) shall have no effect. Judgment on such decision may be entered in the highest court or forum having jurisdiction. While the mediation proceeding is pending, work on the Contract will continue without interruption until completion. The cost of the mediation shall be borne equally between the Joint Venturers.

IN WITNESS WHEREOF the Partners to the joint venture agreement have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common seal of
has been affixed in my/our presence
pursuant to the Board of Director’s
resolution dated.

For Lead Company

(Signature of authorised Representative)

Signature-----

Name -----

Name-----

Designation-----

Designation-----

Common Seal of the company

2. Common seal of
has been affixed in my/our presence
pursuant to the Board of Director’s
resolution dated.

For other Constituents

(Signature of authorised Representative)

Signature-----

Name -----

Name-----

Designation-----

Designation-----

Common Seal of the company

WITNESSES:

1. -----

(Signature)

(Signature)

Name-----

Name-----

(Official address) -----

(Official address)-----

Note: The above JV agreement shall be furnished along with the Bid.

APPENDIX IV

TENDER SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [**]

Tender No.: [**]

To: [**]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight SFAC, if we are in breach of our obligation(s) under the tendering conditions, because we: a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Bidder, upon our receipt of your notification or regret of the tender award letter; or Thirty (30) days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed:

In the capacity of:

Name:

Duly authorised to sign the bid for and on behalf of:

Dated on _____ day of _____, _____

APPENDIX V

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We, _____(name of the Bank 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 application for *Selection of National Project Management Agency (NPMA) for formation of 10,000 FPOs* (“Project”) proposed or being developed by the Small Farmers’ Agri Business Consortium (SFAC) (the “SFAC”) including but not limited to signing and submission of all applications and other documents and writings, participation in Bidders’ meetings and other conferences and providing information/ responses to SFAC, representing us in all matters before SFAC, signing and execution of all documents and undertakings consequent to acceptance of our application, and generally dealing with SFAC in all matters in connection with or relating to or arising out of our application for the Project and/or upon award thereof to us and/or till the completion of the Project as per the contract(s) for provision of services with SFAC or any entity representing SFAC.

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

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

For
.....
(Signature)

Witnesses:
(Name, Title and Address)
1.
2.

[Notarised]

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the 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 VI

TECHNICAL CAPACITY OF THE BIDDER

Summary of Experience

The information regarding the relevant experience of the Bidder should be provided in the format below:

Name of Bidder:

<i>Experience of working as PMA/PMU in projects with Central/State Government</i>	
Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project:
Description of actual contract / services provided:	
Name of Client:	Address of Client:
	Contact phone number and e-mail of Client:
Start date (month/year):	
Completion date (month/year):	

Signature of Bidder

Notes:

- a. *Appendix IV should necessarily be accompanied by notarized certificates from clients for successful completion of contract and/or statutory auditor’s certificate and/or agreement copy and/or Letter of Award and/or project completion certificate, as the case may be, so as to demonstrate proof of experience.*
- b. *The proof of the total Project cost, services offered, completion year and description of the services offered must be provided by the Bidder for consideration as sufficient proof of experience. Projects without proof of experience shall not be considered for evaluation.*

APPENDIX VII**CURRICULUM VITAE (CV) OF EXPERTS**

1. Proposed Position				
2. Name of Firm				
3. Name of Expert				
4. Current Residential Address Telephone No.: Fax No.: E-Mail Address:				
5. Date of Birth				
Citizenship				
6. Education	School, college and/or University Attended	Degree/certificate or other specialized education obtained	Date Obtained	
	▪	▪	▪	
7. Membership in Professional Associations				
8. Other trainings				
9. Country of Work Experience:				
10. Language Skills	Language	<i>Read</i>	<i>Write</i>	<i>Speak</i>
11. Employment Record Relevant to the Assignment				
Period	Employing Organization and title/ position Contact info for references	Country	Summary of activities performed relevant to the Assignment	
			▪	
			▪	
			▪	
			▪	
Adequacy for the Assignment: PPP project experience is given hereunder.				
12. Detailed Task Assigned		13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned		
Name of Expert		Signature	Date:	
Name of Authorised: Representative of NPMA		Signature	Date:	

APPENDIX VIII

FORMAT FOR BID SECURITY (BANK GUARANTEE)

(Refer Clause 1.2.1)

(To be executed on Stamp paper of appropriate value)

B.G. No.....

Dated:.....

In consideration of you, the **Small Farmers Agri-business Consortium (SFAC)** (hereinafter referred to as the “**SFAC**”, 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 Partnership/ Private Limited Company/ Public Limited Company/ Limited Liability Partnership (LLP) registered/ incorporated under the Applicable Laws in India} 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 project related to the ‘Selection of a National Project Management Agency (NPMA) for formation of 10,000 FPOs’(hereinafter referred to as the “**Project**”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “**Application Documents**”), we [Name of the Bank] having our registered office at _____ and one of its branches at New Delhi (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Application Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to SFAC an amount of Rs. (Rupeesonly) as bid security (hereinafter referred to as the “**Bid Security**”) 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 Application Documents (“**Guarantee**”).

2. Any such written demand made by SFAC stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Application 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 SFAC is disputed by the Bidder or not merely on the first demand from SFAC stating that the amount claimed is due to SFAC by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Application Documents including, *inter alia*, the failure of the Bidder to:
 - (a) keep its Bid valid and open during the Bid validity period, as set forth in the said Application Documents, for any reason whatsoever.

- (b) sign the Letter of Award and/or the Service Agreement, within the specified time limit;
- (c) furnish the Performance Security within the period prescribed in the Service Agreement;

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of one hundred and eighty (180) days from the Application Due Date inclusive of a claim period of sixty (60) days or for such extended period as may be mutually agreed between SFAC and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that SFAC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Application Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Application Documents. The decision of SFAC, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between SFAC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other SFAC.

5. 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.
6. In order to give full effect to this Guarantee, SFAC shall be entitled to treat the Bank as the principal debtor. SFAC 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 Application 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 fulfilment and compliance with all or any of the terms and conditions contained in the said Application 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 Application Documents or the securities available to SFAC, and the Bank shall not be released from its liability under these presents by any exercise by SFAC 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 SFAC or any indulgence by SFAC to the said Bidder or by any change in the constitution of SFAC 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.

7. 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.
8. 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 which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for SFAC 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 SFAC 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 unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of SFAC in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorised official.

(Signature of the authorised Signatory)

(Official Seal)

APPENDIX IX**APPLICATION CHECKLIST**

S. No.	Item	Checked by Bidder	Checked by SFAC
1	Letter comprising the Application (Appendix I)		
2	General Information of Bidder & Statement of Legal Capacity (Appendix II)		
3	Joint Venture Agreement (Appendix III)		
4	Tender Securing Declaration (Appendix IV)		
5	Power of Attorney for signing of Application (Appendix V)		
6	Technical Capacity of the Bidder (Appendix VI) including all supporting documents		
7	CVs of the proposed Experts (Appendix VII)		
8	Bid Security (Appendix VIII), as applicable		
9	Document Fee		
10	Incorporation Documents/ Charter Documents		
11	Self Certification by the Authorised Signatory as proof of not be barred by the any Central/State/Agency		
12	All Addendum, Corrigendum and responses to pre-Application queries published by SFAC with each page initialled by the person signing the Application in pursuance of the Power of Attorney		

APPENDIX – X

FINANCIAL BID

The Financial bid is to be filled ONLY on the e-Procurement Portal/ Tender website. The below format is only for illustrative purposes:

Financial Bid In both words and figures [Lump sum fees for undertaking the scope of work set forth in Appendix I (Scope of Work)]	INR..
---	-------

Note:

- *The Bidder shall not quote in decimal or fraction and the Lump sum offer shall be quoted in figures as well as in words. If any difference in figures and words found words shall be taken as valid and correct Contract Price. If the bidder is not ready to accept such deemed Price and declines to furnish performance security and sign the agreement his bid security shall be forfeited.*
- *In case the price is not given by a bidder, his bid shall be treated as non-responsive.*
- *Any conditional Bid shall be summarily rejected.*
- *The Contract Price shall be exclusive of applicable GST.*