



SMALL FARMERS' AGRIBUSINESS CONSORTIUM (SFAC)

REQUEST FOR PROPOSAL

For

**Selection of National Project Management Agency
(NPMA) for Central Sector Scheme for Formation
and Promotion of 10,000 Farmer Producer
Organizations (FPOs)**

2025

Issued by

Small Farmers' Agribusiness Consortium (SFAC)

(A Society promoted by Ministry of Agriculture & Farmers Welfare) NCUI

Auditorium Building, 5th Floor, 3, Siri Institutional Area,

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Document Information:

Name of the RFP Document	Request For Proposal for Selection of National Project Management Agency (NPMA) for Central Sector Scheme for “Formation and Promotion of 10,000 Farmer Producer Organizations (FPOs)”.
Availability of RFP Document	https://www.gem.gov.in/

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NOTICE INVITING TENDER (NIT)

1. Small Farmers Agri-Business Consortium(SFAC) (hereinafter referred to as “Authority”) hereby invites applications from reputed organizations/entities through Government e-Marketplace (GeM)portal (<https://gem.gov.in>) for appointment of National Project Management Agency (NPMA) for Central Sector Scheme of 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. RFP documents shall be available on SFAC website i.e. <https://sfacindia.com> and GeM portal from 06.02.2025 at 10:00 hours till 10.03.2025 at 15:00 hours.
3. Tender document may be viewed or downloaded by interested and eligible bidders from the Government e-Marketplace (GeM) portal (<https://gem.gov.in>) and the bids shall be submitted only through online mode.
4. The Prospective bidders are advised to register themselves on the Government e-Marketplace (GeM) portal. The said website can be accessed for additional information about registration and use of Portal.
5. The bidders can submit their tender at <https://gem.gov.in> on or before 10.03.2025 at 15:00 hours.
6. All further notifications/amendments, if any, shall be posted on GeM portal.

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

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 a 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,

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 Central Sector Scheme of 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 Bid Security.
6. The time and date for submission of the proposal are provided in the RFP data sheet. Proposals that are received after the last date of submission will not be considered and evaluated for this project.
7. For any information or clarifications please contact the following:

Dy. Director (Admin)

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:ddadmin@sfac.in; Website:www.sfacindia.com

Managing Director
Small Farmers Agribusiness Consortium

Request for Proposal Data Sheet

1.	RFP issuing Authority	Small Farmers Agribusiness Consortium
	Date of Issuance of RFP (T)	
	Reference No.	
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– Schedules Section 4– Appendices
3.	Availability of RFP and related documents	Available at https://www.gem.gov.in
4.	Bid Security/EMD	INR 30,00,000.00 (INR Thirty Lakhs only) shall be submitted by the bidder before submitting the bid in the form of EMD through Demand Draft/Bankers' Cheques in favor of Small Farmers Agribusiness Consortium payable at New Delhi or through NEFT/RTGS, Bank details are as mentioned below: Name: SFAC Account: 10429084505 IFSC Code: SBIN0007407 Bank Name: State Bank of India Address: AGV Branch, NCUI Auditorium Complex Hauz Khas Delhi 110016 Bidder shall be required to share scanned copy of Demand Draft/Bankers' Cheques/ reference number or UTR Number while submitting the bid.
5.	Issue of RFP document	06.02.2025 at 10:00 hours
	Query submission	06.02.2025 at 11:00 hours onwards
6.	Timeline for seeking clarifications:	13.02.2025

7.	Address for requesting clarifications	All clarifications to be requested only through mail to: ddadmin@sfac.in
8.	Pre-bid Meeting: Venue :	17.02.2025 at 11:00 hours SFAC Conference Room, NCUI Auditorium Building, 5 th Floor,3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi–110016
9.	Response to Pre-Bid Meeting queries	24.02.2025
10.	Currency	All amounts, and costs shall be stated in INR
11.	Bid Validity	For a period of 180 (one hundred and eighty) days from the last date of bid submission
12.	Address to submit the proposal	The bids shall be submitted online at https://gem.gov.in
13.	Bids submission last date:	10.03.2025 at 15:00 hours
14.	Opening of Technical bids	10.03.2025 at 15:30 hours

SECTION 2
INSTRUCTIONS TO THE BIDDERS AND
TERMS AND CONDITIONS

2.1 Introduction

2.1.1. Central Sector Scheme titled "Formation and Promotion of 10,000 Farmer Producer Organization (FPOs)" was launched on 29.02.2020 by Hon'ble Prime Minister at a mega event on 29th February, 2020 at Chitrakoot, Uttar Pradesh. The objective of the scheme is to form and promote 10,000 FPOs to ensure economies of scale for farmers in the country and envisage that over a period every small and marginal farmer will eventually be a part of this movement.

2.1.2. 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 agencies for formation of FPOs under the program has appointed National Project Management Agency for providing overall project guidance, data maintenance through integrated portal and information management and monitoring under the project for a period of four years and six months. Now, in furtherance to the objective of the scheme SFAC wishes to appoint NPMA for a further period of 03 years and extendable on mutual consent basis.

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

- a) To provide holistic and broad-based supportive ecosystem to the FPOs formed under the scheme in the country to facilitate development of vibrant and sustainable income-oriented farming and for overall socio-economic development and wellbeing of agrarian communities.
 - b) To enhance productivity of FPOs through efficient, cost-effective and sustainable resource use and realize higher returns through better liquidity and market linkages for their produce and helping them to become sustainable through collective action.
 - c) To provide handholding and support to the FPOs formed under the scheme in all aspects of management, input business, production, processing and value addition, market linkages, credit linkages and use of technology etc.
 - d) To provide effective capacity building support for FPOs to develop agriculture entrepreneurship skills to become economically viable and self-sustaining beyond the period of support from the Government.
- 2.1.3. 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, in brief, for NPMA would include the following:

- Value chain analysis identifying both forward/backward linkage mechanism.
- Support implementing agencies in effective implementation and monitoring of the project execution/ handhold CBBOs and VCOs in effective delivery of the project
- Assist in structured interface with stakeholders like Ministries, Financial

- Institutions, Training and Research & Development Institutions
- Support in formulation of program & policy directions
 - KPI based monitoring of CBBO / VCO / FPO
 - Policy orientation and related advocacy at National and State level
 - Undertaking Information, Education and Communication (IEC) activities
 - Facilitate Partnerships and networking for FPOs
 - Capturing Experiential Learning and Sharing Knowledge
- 2.1.4. 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.
- 2.1.5. The Application may be submitted by a **single entity only**. Joint ventures and consortium of entities are not permitted to submit applications/bid for this Project.
- 2.1.6. Interested parties may view and download the tender document containing the detailed terms & conditions from the tender website i.e. <https://www.gem.gov.in>.
- 2.1.7. 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.
- 2.1.8. 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.
- 2.1.9. 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 stated in this RFP shall, unless the context otherwise requires, have the meaning herein after respectively assigned to them:
- (a) **“Agreement”** means Agreement signed with the successful bidder after selection
 - (b) **“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;

- (c) “**Confidential Information**” shall have the meaning set forth in Clause 2.36;
- (d) “**Conflict of Interest**” shall have the meaning set forth in Clause 2.34;
- (e) “**Effective Date**” means the date on which the agreement comes into force and effect;
- (f) “**Government**” means the Government of India;
- (g) “**Party**” means SFAC or NPMA, as the case maybe, and Parties means both of them;
- (h) “**Personnel**” means persons hired by NPMA as employees or retainers and assigned to the performance of the Services or any part thereof;
- (i) “**RFP**” means the Request for Proposal document, together with all the Schedules and appendices in response to which NPMA’s proposal for providing Services shall be accepted;
- (j) “**Services**” means the work to be performed by NPMA pursuant to the agreement, as described in the Scope of Work and RFP;
- (k) “**Third Party**” means any person or entity other than the Govt. of India, SFAC and 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 only be scored as per the scoring criteria (“Scoring Criteria”) set forth in this RFP.
- 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 in the RFP 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 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

- 2.2.5. 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.

2.3 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 Bidders shall be blacklisted 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 maybe.
- 2.3.3. For the purposes of this Section 4, the following terms shall have the meaning herein after 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 in directly, with the Application Process or has dealt with matters concerning this RFP or arising there from, 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 the successful 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 Application Process

- 2.4.1 This application process (“”) is intended to determine the eligibility of Bidders and select a Bidder to be engaged by SFAC for the provision of Services as enumerated in 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**”).

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. 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: ddadmin@sfac.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.

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

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

The queries should be sent to SFAC by the date specified in the RFP for submission. Queries submitted after due date may not be responded.

2.8 General Terms of Application

2.8.1 SFAC requests applications against this RFP from qualified, experienced and capable Bidders for engagement under the Project.

2.8.2 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).

2.8.3 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 Addendum.

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.

2.8.4 The Bidder should submit a Power of Attorney as per the format prescribed at **Appendix-**

IV, authorizing the signatory of the Application to commit the Bidder, along with aboard resolution or charter document in favour of the executant.

2.8.5 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Any condition or qualification or any other stipulation contained in the Application shall render the Application liable to rejection as a non-responsive Application.

2.8.6 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 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.

2.8.7 This RFP and all Application Documents are non-transferable.

2.8.8 The Applications shall be submitted as per the format provided in the Appendices of this RFP. The Application shall consist of the documents sought in the RFP including the following:

- APPENDIX I: Letter Comprising the Application
- APPENDIX II: Details of the Bidder/ Statement of legal capacity
- APPENDIX III: Tender Securing Declaration
- APPENDIX IV: Power of Attorney for Signing of Application
- APPENDIX V: Technical Capacity of the Bidder
- APPENDIX VI: Curriculum Vitae
- APPENDIX VII: All the documents stated in the Application Checklist
- APPENDIX VIII: Financial Bid
- Self-Certification by the Authorized Signatory as proof of not barred by the any Central/State/Agency.

2.8.9 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.

2.8.10 Further, a Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by 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 on part of 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 that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.11 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.

2.8.11 Bidder shall be liable for disqualification if any legal, financial or technical person engaged by 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:

- (a) Issuance of the LOA or
- (b) 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 there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated along with forfeiture of bid security/performance security 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.

2.8.12 The Bidder shall provide details of the updated stage of litigation, if any, against SFAC /any other Government organization/ Central or State Government.

2.8.13 The Bidder shall also provide details of updated on-going process of blacklisting/ debarment, if any, under any contract with SFAC/ any other Government

korganization/central or state Government.

2.8.14 SFAC reserves the right to reject an otherwise eligible Bidder on the basis of the information provided above. The decision of SFAC in this case shall be final.

2.9 Eligibility Criteria

Interested Bidders 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)	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 2021-22, FY 2022-23, FY 2023-24) from relevant operations. 'Relevant Operations' is defined as business strategy, financial consulting and operational project 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 (2021-22, 2022-23, 2023-24) .	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.

6.	The Bidder should not be debarred by any Central or State Government Department/Agency/Organization at the time of submission of application. Bidder shall provide self-certification by the Authorized Signatory as proof of the same.	Declaration on letter head by authorized signatory as per Appendix IX
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Note: a) All Projects need to be self-certified by the Authorized Signatory of the Bidder.
b) Cluster Based Business Organization (CBBO)/Value Chain Organization (VCO) providing services under Central Sector Scheme of “Formation and Promotion of 10000 Farmer Produce Organization” shall not be eligible to bid for the project.

2.10 Bidding Process

2.10.1 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 for the Bidder due to inability to meet commitments as per the bid submitted.

2.10.2 Pre-bid Meeting

The pre-bid meeting held will be held as per the provisions of this RFP. The queries can be emailed as per format given in the RFP. Queries not sent in the required format may 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.

2.10.3 Amendment of RFP Documents

(a) At any time prior to the last date for submission 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://www.gem.gov.in> tender website and such amendment shall be binding on the prospective Bidders. Publication of the amendment on the GeM Portal shall be deemed to be the receipt of the same by all Bidders.

- (b) 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.
- (c) 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.

2.10.4 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.

2.10.5 Bid Security

1. The Bidders shall furnish a Demand Draft/ Banker's Cheque/RTGS / NEFT of an amount of **INR 30,00,000/- (Indian Rupees Thirty Lakh only)** towards Bid Security/EMD. Bid Security is to be submitted by the Bidders. Only Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises are exempted from submission of Bid Security.
2. The Application shall be summarily rejected, if it is not accompanied by the Bid Security.
3. The scanned copy of the Bid Security/UTR number, as the case may be, shall be uploaded on the Tender Website. In case Bid security is submitted through DD /Bankers Cheque, the same shall be physically submitted at SFAC's address before the last date and time of Bid submission.
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.
5. The Bid Security of the unsuccessful bidders shall be returned, without any interest, after the selection process is over.
6. 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.

7. 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 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

2.10.6 Authorization Signatory

The bid may be signed by the authorised signatory of the Bidder, and the bid shall be submitted with a certificate to SFAC in the form of a written power of Attorney/Board resolution as per Appendix IV 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 and stamped by the authorized 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 manually by the authorised signatory of the Bidder.

2.10.7 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. Un-signed & un-stamped bids shall not be accepted.
- b) All pages of the bid being submitted must be signed either digitally or manually 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 outrightly rejected.
- e) Bidders shall indicate their rates in clear/ visible figures as well as in words in the Financial Bid. 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.
- 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 Bidders shall submit their financial proposals quoting the lump sum fees for undertaking the scope of work set forth in this RFP (“**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

2.10.8 Bid Opening

SFAC shall open Applications on the date specified 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 complete in all respects SFAC will subsequently examine and evaluate the Applications in accordance with the provisions 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

2.10.9 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 minimum eligibility criteria shall not be further evaluated.
- (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/Bid Security.
- (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 there to 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 a 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) 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 shall be submitted. However, the Bidder must provide the necessary information required as per Appendices.
- (i) In addition to the above, all Bidders shall submit the copy of their incorporation and charter documents at the time of submission of Application.
- (j) Technical score(St) shall be determined on the basis of the evaluation criteria provided in Schedule-B
- (k) Only those Bidders, securing 60% (sixty percent) and above marks in the technical score will 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 considered in relation to the lowest Financial

Bid received. The lowest Financial Bid will receive the maximum score of 100 marks. The score for each other Financial Bid will be computed as follows:

$$\mathbf{Sf = 100 \times Fm / F}$$

where:

Sf is the financial score of the Financial Bid being evaluated,

Fm is the lowest priced Financial Bid,

F is the Financial Bid being evaluated.

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 Score (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:

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

2.11 Application Due Date

Applications comprising of the documents listed in the RFP shall be uploaded on the Tender Website on or before the date and time specified.

2.12 Late Applications

Applications submitted after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13 Rejection of Applications

2.13.1 Not with standing anything contained in this RFP, SFAC reserves the right to reject any Application and to annul the Application Process and reject all applications at anytime without any liability or any obligation for such rejection or annulment, and without assigning any reasons there for. 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.

2.13.2 SFAC reserves the right not to proceed with the Application Process at anytime, without notice or liability, and to reject any Application without assigning any reasons.

2.14 Tests of responsiveness

2.14.1 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 signed and initialed in accordance with the instructions provided in this RFP.

2.14.2 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.

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

2.15 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.

2.16 Correspondence with Bidder

- Save and except as provided in this RFP, 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.

2.17 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.

2.18 Verification of information

2.18.1 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.

2.18.2 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.

2.19 Verification and Disqualification

2.19.1 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.

2.19.2 SFAC reserves the right to reject any Application and appropriate the Bid Security if:

- (a) At anytime , 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.

2.19.3 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.

2.20 Miscellaneous

2.20.1 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) Seek 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.

2.20.2 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.

2.20.3 Bidder shall also not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of the agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by bidders' fraud or to the extent prohibited by applicable law or professional obligations.

2.21 Award of Contract

2.21.1 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 only be further evaluated on the basis of the Scoring Criteria stated in this RFP. Thereafter the financial bid of only those Bidders who score the minimum required marks in technical evaluation shall be opened. The bidder with the highest score after considering both Technical and financial scores shall be declared successful.

2.21.2 In the event that two (2) or more qualified Bidders have the same overall total score (the "Tie Bidders") for the Project, the Bidder with lower financial bid shall be considered as

successful.

2.21.3 The successful Bidder will be engaged initially for a period of 3 years. The Selected Bidder shall be issued a Letter of Award (“LOA”) in duplicate and the Selected Bidders shall within seven (07) 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.

2.21.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, SFAC shall issue an Agreement to the Selected Bidder, which shall govern the provision of Services and terms thereof.

2.22 Conditions of the Contract

The RFP along with all addendum/corrigendum issued thereto shall be deemed to form and be read and construed as integral part of the Agreement and in case of any contradiction between or among them then the provisions of RFP shall prevail.

2.22.1 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 the 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.

2.22.2 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 carryout 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.

2.22.3 Table of contents and headings

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

2.22.4 Notices and Communication

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

- (a) **in the case of NPMA**, be given by e-mail or by letter delivered by hand to the address given and marked for attention of NPMA's Representative or to such other person as NPMA may from time to time designate by notice to the SFAC;
- (b) **in the case of SFAC**, be given by e-mail or by letter delivered by hand and be addressed to SFAC with a copy delivered to SFAC Representative or to such other person as SFAC may from time to time designate by notice to NPMA;
- (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 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 day following the date of its delivery.

2.22.5 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.

2.22.6 Authorised Representatives

2.22.6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under the agreement by SFAC or NPMA, as the case may be, may be taken or executed by the authorized representatives.

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

Dy. Director (Admin)
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: ddadmin@sfac.in

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

Tel:.....

Mobile:.....

E-mail:.....

2.23 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.

2.24 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.24.1 Effectiveness of Agreement

The agreement shall come into force and effect upon the date of signing of the agreement (the “**Effective Date**”) and shall stay in force for a period of 03 years. SFAC may provide extension to NPMA on the same terms and conditions under original agreement based on the satisfactory performance of NPMA.

2.24.2 Commencement of Services

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

2.24.3 Termination of Agreement for failure to commence Services

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

2.25 Entire Agreement

2.25.1 The Agreement signed consequent to award of work and the Appendices including RFP together shall constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject thereof, 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 the 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 the agreement.

2.26 Force Majeure

2.26.1 Definition of Force Majeure

The NPMA or SFAC as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under the agreement to the extent that such performance is impeded by an event of force majeure (‘Force Majeure’).

2.26.2 Force Majeure events

A Force Majeure event, subject to specifically defined exclusions contained herein, means any event or circumstance, or a combination of events and circumstances referred to in this Clause, which:

- (a) is beyond the reasonable control of the affected Party;
- (b) such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- (c) does not result from the negligence of such Party or the failure of such Party to perform its obligations under the agreement;
- (d) is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- (e) may be classified as all or any of the following events:
 - (i) act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
 - (ii) strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances arising on account of the acts or omissions of the NPMA and which affect the timely implementation and continued operation of the Project; or
 - (iii) any event or circumstances of a nature analogous to any of the foregoing.\
 - (iv) Change in Applicable Law which makes the Agreement untenable;
 - (v) expropriation or compulsory acquisition by the SFAC or any of their nominated agencies of any material assets or rights of the NPMA;
 - (vi) unlawful or unauthorised revocation of, or refusal by SFAC or any of their nominated agencies, or any of its agencies to renew or grant any clearance or Required Consents required by the NPMA to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the NPMA's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
 - (vii) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the NPMA in any proceedings for reasons other than failure of the NPMA to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of the agreement or exercise of any of its rights under the agreement;

For the avoidance of doubt, it is expressly clarified that the failure on the part of the NPMA under the agreement or failure to implement any disaster contingency plan and/or back-up and/or other data safeguards in accordance with the terms of the agreement against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, NPMA will be solely

responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

2.26.3 Notification procedure for Force Majeure

- (a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of receipt of Force Majeure notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with the provisions of the RFP/Agreement.
- (b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under the RFP/Agreement.

2.26.4 Allocation of costs arising out of Force Majeure

- (a) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs as to the loss (“**Force Majeure Costs**”) and no Party shall be required to pay to the other Party any costs thereof.
- (b) Upon occurrence of a Force Majeure Event after the Effective Date, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
- (c) Save and except as expressly otherwise provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

2.26.5 Consultation and duty to mitigate

Except as expressly otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps (including procuring and maintaining available Insurances) reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under the Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall

provide written notice of the resumption of performance hereunder. In case the adverse effect of Force Majeure makes the performance of the Agreement untenable and therefore Parties mutually decide that the continued performance by NPMA is not practicably and reasonably possible, then the Agreement may be terminated mutually with immediate effect, and in such case the termination payments as set out in Letter of Award/Purchase Order shall apply.

2.27 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 the Agreement or shall fail to perform any of its obligations under the 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.

2.28 Termination of Agreement

- 2.28.1 The Agreement shall terminate on the completion of the Services to the satisfaction of SFAC.
- 2.28.2 SFAC may terminate the agreement, or any particular Services, by giving thirty days' prior written notice to the NPMA. SFAC shall pay NPMA for all work completed, till the effective date of the termination of the Agreement. The Parties' respective confidentiality obligations and other provisions of the Agreement that give either of the Parties rights or obligations beyond its termination shall continue indefinitely following the termination of the Agreement.

2.29 Dispute Resolution

- 2.29.1 The Selection 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 Selection Process.
- 2.29.2 If during the subsistence of this Contract or thereafter, any dispute between the Bidder and the SFAC ('the Parties') hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996, or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts, which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
- 2.29.3 The Arbitration and Conciliation Act, 1996, shall govern the Arbitration proceedings.
- 2.29.4 The Arbitration proceedings shall be held in New Delhi, India.
- 2.29.5 The proceedings of Arbitration shall be in English language.

2.30 Obligations of NPMA

2.30.1 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 the 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.

2.30.2 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 the agreement and shall also include various assignments given by SFAC from time to time for smooth implementation of the program.

2.30.3 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.

2.31 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.

2.32 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 the agreement, any business or professional activities, including but not limited to that of Cluster Based Business Organization(CBBO) or Value Chain Organization(VCO) functioning under the Formation and Promotion of 10000 Farmer Produce Organization Scheme, conflicting with the activities assigned to them under the agreement;
- (b) After the termination of the agreement, such other activities as may be specified in the Agreement; or at any time, such other activities as have been specified in the RFP as Conflict of Interest.

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

The remuneration of NPMA hereof shall constitute sole remuneration in connection with the 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 the 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.

2.32.2 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 the agreement, SFAC shall be entitled to terminate the 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 the 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.

2.32.3 Without prejudice to the rights of the SFAC and the other rights and remedies which SFAC may have under the Agreement and RFP, 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 the 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.

2.33 Confidentiality

Except as otherwise permitted by the agreement, neither Party may disclose to third parties the contents of the 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 the 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 the agreement, or
- 5) must be disclosed under applicable law, legal processor 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 the 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 the 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.

2.34 LIABILITY OF NPMA

2.34.1 The liability of the NPMA (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the agreement, including the work, deliverables or Services covered by the agreement, shall be the payment of direct damages only which shall in no event exceed the Total Contract Value payable under the agreement.

2.35 Accounting, inspection and auditing

NPMA shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under the 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 the agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by SFAC.

2.36 Reporting obligations

2.36.1 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.

2.37 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. All documents and other information supplied by the SFAC or submitted by a Bidder to the SFAC shall remain or become the property of the 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 Bids. SFAC shall not return any Bidding document, or any information provided therewith.

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.

2.38 SFAC may use any Materials included in the Reports, as well as the Reports for the purpose of implementation of the scheme.

2.39 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.

2.40 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. , 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, recommendations, conclusions or findings contained in a Report.

2.41 PERSONNEL

2.41.1 General

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

2.41.2 Deployment of Personnel

The resource person whose details are submitted in the bid should be deployed for the project. In case the said resource person is not in the services of the organization, the replacement should be got approved from SFAC before or at the time of signing of the agreement. No resource person shall be replaced by NPMA without the approval of SFAC except in case of resignation. In case of replacement, 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.

2.41.3 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.

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.

2.41.4 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to claim from SFAC for overtime nor to take paid sick leave or vacation leave. NPMA's remuneration shall be deemed to cover these items. During engagement the personel will be entitled for 1 days leave per month and it can be accumulated upto 7 days. Any absence beyond this limit shall be subject to pro rata deduction from the payment due to NPMA. NPMA shall ensure that any absence on account of leave will not delay the progress and quality of the Services.

2.41.5 Team Leader

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

2.42 OBLIGATIONS OF SFAC

2.42.1 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) 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.

2.42.2 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 the time extension, as may be appropriate, for the performance of Services.

2.42.3 General

- 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.

2.43 Currency of Payment

All payments shall be made in INR.

2.44 Mode of Billing and Payment

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

- (a) NPMA shall be paid for the services rendered as per the agreement and RFP, 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.
- (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 the agreement shall be reimbursed by NPMA to SFAC within 30 (thirty) days after receipt by NPMA of notice thereof. Any delay by NPMA in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- (d) All payments under the agreement shall be made to the account of NPMA as maybe notified to SFAC by NPMA.

2.45 Liquidated Damages & Penalties

2.45.1 Performance Security

2.45.1.1 For the purposes of the Agreement, Performance Security shall be deemed to be an amount equal to 5 % (Five percent) of Agreement Value (the “**Performance Security**”).

2.45.1.2 The Performance Security, shall be appropriated by SFAC against breach of the Agreement or for recovery of liquidated damages. The balance remaining out of the Performance Security shall be returned to NPMA at the end of three months after expiry of the Agreement. For the avoidance of doubt, the parties here to 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 the agreement.

2.45.1.3 NPMA shall furnish a Bank Guarantee as the Performance Security, before the date of signing of the Agreement, in the form specified at Schedule D of this RFP. The Bank Guarantee should be valid till 06 months after the date of end of the Agreement.

2.45.2 Liquidated Damages

The liquidated damages mentioned in this RFP are genuine pre-estimate of damages that are likely to flow from the breach of timelines and service levels. The liquidated damages mentioned in this RFP are not the sole and exclusive remedies available with the SFAC for any breach and the NPMA shall not be relieved from any obligations by virtue of payment of such liquidated damages. If the performance of the NPMA in respect of any parameter falls, liquidated damages shall be imposed for the breach.

2.45.2.1 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 the 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.

2.45.3 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 may be imposed and may 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 may be granted by SFAC. Decision of MD SFAC shall be final and binding.

2.45.4 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 the Agreement or the RFP for recovery of liquidated damages.

2.45.5 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, 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/blacklisting for a specified period may also be initiated by SFAC.

2.46 Indemnity

Bidder has to indemnify the SFAC against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against the SFAC for any deficiency in services related to the Project provided by the Bidder during the period of the contract. If the SFAC suffers any loss or damage on account of negligence, default, or theft on the part of the employees/agents of the Bidder, then the Bidder shall be liable to reimburse to the SFAC for the same. The Bidder shall keep the SFAC fully indemnified against damage by any staff engaged by the Bidder. For any accident or causality that occurred during the course of working with any staff deployed by the Bidder, the liability that will arise out of the accident will be borne by the bidder. The responsibility will remain exclusively with the Bidder & the SFAC shall, in no way, be responsible for it.

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 here under to the extent that NPMA has specifically authorised, in writing, the third party's reliance on the Report.

2.47 Fairness and Good Faith

2.47.1 Good Faith

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

2.47.2 Operation of the Agreement

The Parties recognize that it is impractical in the 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 the agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the agreement either Party believes that the 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 shall not give rise to a dispute subject to arbitration in accordance with the provisions of the RFP.

2.48 Miscellaneous

2.48.1 The 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.

2.48.2 Both Parties must agree in writing to modify the agreement.

2.48.3 Each Party represents that the person signing the agreement on its behalf is expressly authorized to execute them and to bind each of them to such terms.

2.48.4 SFAC and NPMA represents that its affiliates and any others for whom Services are performed shall be bound by the terms of the agreement.

2.48.5 If any provision of the agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

2.48.6 Neither of the Parties may use or reference the other's name, logos or trademarks without its prior written consent.

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:

1. Drawing contours of the program

NPMA would start the assignment by formulating a detailed Project Implementation Plan NPMA would also undertake Value chain analysis to identify both forward/backward linkage mechanism.

2. Support for effective project/program implementation

- i. NPMA will be responsible to support SFAC and other implementing agencies including State nominated implementing agencies for effective implementation and monitoring of the project execution.
- ii. KPIs based monitoring of CBBOs / VCOs / FPOs would be conducted regularly by NPMA.
- iii. NPMA in turn will appraise N-PMAFSC regarding the performance of CBBOs / VCOs / FPOs, formation of FPOs, handholding support provided by CBBOs etc. through detailed MIS submitted on monthly basis.
- iv. NPMA should work in tandem with CBBOs / VCOs / FPOs 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.
- v. NPMA will assist DA&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.
- vi. NPMA may also provide professional advice to all the FPOs formed/being formed including those promoted by Value Chain Organisations under the Scheme as and when required.

3. 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 DA&FW & N-PMAFSC as may be required from time to time.

4. 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.

5. 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.

6. 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.

7. 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 Memorandum 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.

8. 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.

9. 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, DA&FW, CBBOs and other key stakeholders.
3. [Designing the KRA and KPI of NPMA staff and take the approval of SFAC.](#)

KEY DELIVERABLE FOR NPMA

1. Detailed Project Action Plan/Detailed Project Implementation Plan to be submitted within 15 days of the date of signing of the Agreement.

2. Value chain analysis and plan for key interventions in identified value chains.
3. Monthly progress report.
4. Support in designing, monitoring and maintenance of MIS including Dashboard.
5. Preparation of ready to publish IEC material for the project.
6. Organizing Capacity Building/ Knowledge Dissemination events (training workshops, seminars etc.).
7. Assist Implementing Agencies in project related works.
8. Any other project related work assigned by Department of Agriculture & Farmers Welfare / SFAC.

Submission of Monthly Progress Reports: Monthly Progress Reports shall be submitted by NPMA to SFAC by the 5th day of the subsequent month during the Term of the Agreement, for evaluation and further actions as directed by SFAC.

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 as per the following technical evaluation criteria:

#	Parameters	Criteria & Sub Criteria	Max marks
1	Financial Strength		10
a	The average revenue from relevant operations during the last three financial years (2021-22, 2022-23, 2023-24)	a) INR 100 - 125 Crores –2 mark b) More than INR125-150 Crores –3 marks c) More than INR150-200 Crores– 4 marks d) 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 (2021-22, 2022-23, 2023-24)	a) INR 10-15 Crores -2 marks b) More than INR 15-20 Crores - 3 marks c) More than INR 20-25 Crores – 4 marks d) More than INR 25 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 7 years	1 marks per project with each project having value of not less than Rs. 2 Crore	8
b	Experience in advisory services in agriculture and allied sector Projects undertaken in preceding 7years	1.5 marks per project with each project having value of not less than Rs. 1 Crore	12
c	Experience of assisting 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 7 years having fee of not less than Rs. 2 Crores 2.5 marks for each project	20

#	Parameters	Criteria & Sub Criteria	Max marks
d	Experience in establishing and operating an online Management Information System including dashboard	Assistance provided in development & maintenance of Online Management Information System including Dashboard under programs with the State/Central Ministries, Departments, PSUs or Multilateral Agencies. 1 mark for each project	5
3	Approach and Methodology		15
A	Conceptual Clarity and Understanding of the assignment along with Project Implementation Strategy/ Work Plan through Presentation		15
4	Dedicated Core Team		30
A	Team Leader(1 no)		5
B	Other Core Team Members: 1. Agriculture/Horticulture Production Expert – 2 nos. 2. Agriculture & Food Processing Technology & Standards Expert–1no. 3. Incubation Service Providers*–3nos 4. Accounting & Auditing Expert–1no. 5. Law/Legal Expert–1no. 6. IT/MIS Expert–2nos.		25
Total (St)			100 Marks

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

** Supported by Work Order/ Agreement copy/Final sanction/ approval letters/ Project Completion Certificate.*

The evaluation of the dedicated core team shall be done as per the following criteria:-

S.No.	Post/Expert	Evaluation criteria (Minimum Qualification and Experience shall be as specified in Schedule C)	Score	Maximum Marks
1	Team Leader	a)Total 15-18 years experience and 5-7 years experience in leading projects of Central /State Governments and other Government entities in agriculture and allied sector b)More than 18 years experience and more than 7 years experience in leading projects of Central /State Governments and other Government entities in agriculture and allied sector	2.5 5	5
2	Agriculture/Horticulture Production Expert	a)10-13 years experience b)more than 13 years experience	1.5 2.5	2.5
3	Agriculture & Food Processing Technology & Standards Expert	a)10-13 years experience b)more than 13 years experience	1.5 2.5	2.5
4	Incubation Service Providers	a)10-13 years experience b)more than 13 years experience	1.5 2.5	2.5
5	Accounting & Auditing Expert	a)5-7 years experience b)more than 7 years experience	1.5 2.5	2.5
6	Law/Legal Expert	a)5-7 years experience b)more than 7 years experience	1.5 2.5	2.5
7	IT/MIS Expert	a)5-7 years experience b)more than 7 years experience	1.5 2.5	2.5

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

SCHEDULE C

MINIMUM QUALIFICATION OF TEAM

The Bidder has to submit the details of resources/experts in the format provide in **Appendix V- CV of the Expert**. NPMA team will be stationed at SFAC premises and will work from there. 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 experience of 15+ years in Agriculture and Allied Sector which should include atleast 5 years experience in leading such projects of Central /State Governments and other Government entities.
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

Performance Bank Guarantee

(To be executed on non-judicial stamp paper of appropriate value)

To,

Managing Director, SFAC
5th Floor, NCUI Auditorium Building,
3, August Kranti Marg,
Siri Institutional Area, Block A,
Hauz Khas, New Delhi, Delhi 110016

In consideration of Small Farmers' Agri-Business Consortium,..... at (hereinafter called 'SFAC') having stipulated furnishing of performance security in the form of Bank Guarantee under the terms and conditions of the Letter of Award No.....dated..... issued by SFAC to M/s. (hereinafter called the 'NPMA') to provide services contemplated thereunder in accordance with the terms and conditions and obligations contained in the agreement between SFAC and the NPMA (hereinafter called the 'Agreement'), we (NAME OF BANK), (hereinafter referred to as 'the Bank') at the request of M/s_____ (Name of the NPMA), do hereby undertake to give the said guarantee to SFAC of an amount not exceeding <value in figures and words> on the terms set out hereinbelow.

We (NAME OF BANK) do hereby undertake to pay the amounts due and payable under this guarantee without any protest, demur or deduction, merely upon first written demand from the SFAC. Any such demand made on the Bank by SFAC shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding <value in figures and words>.

We undertake to pay to SFAC any money so demanded notwithstanding any dispute or disputes raised by the NPMA in any suit or proceeding pending before any Court or Tribunal relating thereto Our liability under this present is absolute, unconditional, and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the NPMA shall have no claim against us for making such payment.

We, (NAME OF THE BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and for a period of 42 months from the date of issue of this Guarantee and that it shall continue to be enforceable till all the dues of SFAC under or by virtue of the said Contract have been fully paid & its claims satisfied or discharged or till SFAC certifies that the terms and conditions of the

said contract/RFP have been fully and properly carried out by said NPMA and accordingly, discharge this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (date) (42 months to be indicated) we shall be discharged from all liability under this guarantee thereafter.

We, (NAME OF THE BANK) further agree that SFAC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said Contract 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 Contract 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 commission on the part of SFAC or any indulgence by the SFAC to the said NPMA or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the NPMA.

We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SFAC in writing.

Dated the day of for (NAME OF THE BANK)

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorized signatory)

NOTES:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. 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 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 and onsite availability of all the members of the NPMA team.

In case any position falls vacant on account of Resignation /advise of SFAC/any other reason then same should be filled up expeditiously with the approval of SFAC and not later than 15 days. Pro rata deductions shall be made from the monthly equated payments for the period of vacancy. In case, vacancy is not filled up within the stipulated period, which may be extended by SFAC at its own discretion, then in addition to pro rata deductions, liquidated damages @ 0.2% per day of the monthly equated payment shall be levied.

Any member of the NPMA team shall not be changed without prior approval of 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 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 for undertaking the aforesaid Project.
4. I/We shall make available to SFAC any additional information it may find necessary or require supplementing or authenticating 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 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 the provisions 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, in respect of any tender or request for proposal issued by or any agreement entered into with SFAC or with any other public-sector enterprise or Central or State Government; and

- d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions 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 SFAC may cancel the Application Process at any time and that SFAC is neither bound to accept any Application that SFAC 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 Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
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/ or convicted by a Court of Law for any offence committed by us.
12. I/We further certify that no investigation by a Regulatory Authority 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 IV of the RFP, is also enclosed.
15. 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.
16. 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 RFP for provision of Services to be issued by SFAC. We agree not to seek any changes in the aforementioned RFP/ and agree to abide by the same.

17. I/We have studied all the Application Documents carefully. I/We understand that except to the extent as expressly set forth in the RFP 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.
18. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP;, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Application.
19. I/We offer a Bid Security/EMD of {Rs.3000000(Rupees Thirty Lakh Only) for the Project to SFAC in accordance with the RFP.
20. I/we have enclosed the Bid Security in accordance with the RFP and in the form of DD/ /Banker's Cheque/ /RTGS/NEFT.
21. 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.
22. 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:

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 authorized to submit the Bid. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX III

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 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.

Signed:

In the capacity of:

Name:

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

Dated on _____ day of __, _____

APPENDIX IV

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by those present, We, _____ (name of the Organization 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 Central Sector Scheme for formation and promotion of 10,000 FPOs* ("Project") 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 law fully 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, ,THEABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF __,20**.

For
.....
(Signature)

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

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

[Notarised]

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 V

TECHNICAL CAPACITY OF THE BIDDER

Summary of Experience

The information regarding the summary of relevant experience of the Bidder should be provided in the format A. Details of the relevant projects are to be provided in Format B. Separate sheets in FORMAT B may be used for each project:

FORMAT A

Name of Bidder:

SI No	Name of the project	Name of the client	Value of the project(in INR)	Duration of the project(start date - end date)	Agriculture and allied sector(Yes or No)	PMA/PMU in projects with Central /State Governments and other Government entities (Yes or No)	Included development & maintenance of Online Management Information System including Dashboard (Yes or No)
1							
2							
3							
4							

FORMAT B	
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:
Value of project(in INR)	
Start date(month/year): Completion date(month/year):	

Signature of Bidder

Notes:

- a. *Appendix V should necessarily be accompanied by certificates from clients for successful completion of contract 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.*
- c. *Ongoing projects where the bidder has completed at least one year till the date of floating of this RFP shall also be considered provided a certificate from the client regarding satisfactory execution of the project is furnished.*
- d. *Projects having implementation/execution period of at least 6 months during last 7 years shall only be considered for evaluation.*
- e. *The Period of 7 years shall be considered from the date of publishing of this RFP.*
- f. *Project brief should clearly mention and provide details if*
 - *project is in Agriculture and allied sector.*
 - *Bidder worked as PMA/PMU in projects with Central /State Governments and other Government entities.*
 - *Included development & maintenance of Online Management Information System including Dashboard.*

APPENDIX VI

Curriculum Vitae (CV) of Key Personnel

Information	Details
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> ● Degree ● Academic institution graduated from ● Year of graduation ● Specialization (if any) ● Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience: Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: <ul style="list-style-type: none"> ● Organizations worked for in the past <ul style="list-style-type: none"> ○ Organization name ○ Duration and dates of entry and exit ○ Designation Location(s) ○ Key responsibilities 	

<ul style="list-style-type: none"> ● Prior project experience <ul style="list-style-type: none"> ○ Project name ○ Client ○ Key project features in brief ○ Location of the project ○ Designation ○ Role ○ Responsibilities and activities ○ Duration of the project <p>Please provide only relevant projects.</p>	
<p>Proficient in languages (Against each language listed indicate if speak/read/write)</p>	

Provide only relevant experience.

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

Signature of personnel

Counter Signature of the Authorised Signatory

Date: _____

Date: _____

APPENDIX VII**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	Tender Securing Declaration (Appendix IV)		
4	Power of Attorney for signing of Application (Appendix V)		
5	Technical Capacity of the Bidder (Appendix VI) Including all supporting documents		
6	CVs of the proposed Experts (Appendix VII)		
7	Bid Security (Appendix VIII), as applicable		
8	Incorporation Documents/Charter Documents		
9	Self Certification by the Authorised Signatory as proof of not be barred by the any Central/State/Agency		
10	All Addendum, Corrigendum and responses to pre-Application queries published by SFAC with each page initialed by the person signing the Application in pursuance of the Power of Attorney		
11	Details of the updated stage of litigation, if any, against SFAC /any other Government organization/ Central or State Government.		
12	Details of updated on-going process of blacklisting/debarment, if any, under any contract with SFAC/2.9.13.any other Government organization/ central or state Government.		

FINANCIAL BID

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

	In Figures (INR)	In Words(INR)
Financial Bid [Lump sum fees for undertaking the scope of work set out in the RFP]		

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 there is any difference in figures and words then the amount quoted in words shall be taken as valid and correct. 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 and the bidder shall be blacklisted for a period of 02 years*
- *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 quoted Price shall be inclusive of all taxes, levies and any other charges except GST.*

APPENDIX IX

Declaration on letter head by Authorized Signatory

Date: [**]

Tender No.: [**]

To: [**]

We, the undersigned, declare that we have not been debarred by any Central or State Government Department/Agency/ Organization for which the period of debarment is not in force at the time of submission of application.

Signed:

In the capacity of:

Name:

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

Dated on _____ day of _____