

**Request for Qualification (RFQ)**

**For**

**Empanelment of Banks for e-NAM**

**Small Farmers' Agribusiness Consortium (SFAC)**

**August 2019**

*Address: NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area, August Kranti Marg,  
Hauz Khas, New Delhi, 110016*

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## DISCLAIMER

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

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants 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 RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in the RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant(s) 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFQ. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions

contained in this RFQ.

The issuance of this RFQ does not imply that the Authority is bound to select and empanel or to appoint the Selected Applicant(s) for the Project and the Authority reserves the right to reject all or any of the Applications without assigning any reason whatsoever.

The Applicant 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 the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of its Application, regardless of the conduct or outcome of the empanelment process.

## GLOSSARY

Addendum	As defined in Clause 2.9.1
Applicant(s)	As defined in Clause 1.1.1 (a)
Application	As defined in Clause 1.2.1
Application Documents	As defined in Clause 1.1.4
Application Due Date	As defined in Clause 1.1.4
Application Process	As defined in Clause 1.2.1
APMC	As defined in Clause 1.1.1
Associate	As defined in Clause 2.1.12
Authority	As defined in Clause 1.1.1
Coercive Practice	As defined in Clause 4.3 (c)
Companies Act	Shall mean the Companies Act, 2013, and rules framed thereunder.
Conflict of Interest	As defined in Clause 2.2.1 (c)
Control	As defined in Clause 2.1.12
Corrupt Practice	As defined in Clause 4.3 (a)
Crore	Ten million (10,000,000)
Document Fee	As defined in Clause 1.2.1
e-NAM	As defined in Clause 1.1.1
Financial Year	1 <sup>st</sup> April of any calendar year and ending on 31 <sup>st</sup> March of the next calendar year.
Fraudulent Practice	As defined in Clause 4.3 (b)
Lakh	Hundred thousand (100,000)
Letter Contract	As defined in Clause 1.1.5
LOA/ Letter of Award	As defined in Clause 3.3.2
Minimum Qualification Criteria	As defined in Clause 1.1.1 (a)
Power of Attorney	As defined in Clause 2.1.5
Project	As defined in Clause 1.1.1
RBI	Reserve Bank of India
Re. or R.S. or INR	Indian Rupee
Restrictive Practice	As defined in Clause 4.3 (e)
RFQ	Shall mean the Request for Qualification issued by the Authority for selecting Selected Applicant(s) for empanelment for the Project
Scheduled Commercial Bank	As defined in Section 2 (e) of RBI Act, 1934
Scoring Criteria	As defined in Clause 1.1.1 (a)
Selected Applicant(s)	As defined in Clause 3.3.1
Services	As defined in Clause 1.1.1

SFAC	As defined in Clause 1.1.1
Subject Person	As defined in Clause 2.2.1 (c) (i) (aa)
Technical Capacity	As defined in Clause 2.2.2.1
Tender Website	As defined in Clause 2.1.4
Undesirable Practice	As defined in Clause 4.3 (d)

## SECTION 1

### INTRODUCTION

#### 1.1 Background

1.1.1 e-National Agricultural Markets (“**e-NAM**”) is a pan-India electronic trading portal which seeks to network existing Agricultural Produce Market Committee’s (“**APMC**”) market yards to create a unified national market for agricultural commodities for farmers, traders and other intermediaries. Towards achieving the goal of strengthening and enhancing the system of trading on the e-NAM platform, which includes speedy and timely clearing and settlement of trades, the Small Farmers’ Agribusiness Consortium (“**SFAC**”), acting as the nodal agency for e-NAM, has decided to empanel and enlist 10 (ten) scheduled commercial banks for the purpose of providing payment and settlement services on the e-NAM portal by way of direct integration of the bank’s payment page with the e-NAM portal (“**Project**”). The detailed scope of services for the scheduled commercial banks has been set forth herein at para IV of Schedule A (“**Services**”).

(a) Applicants who wish to apply in response to this RFQ (the “**Applicant(s)**”) are invited to submit their Applications for getting empaneled as per the terms hereunder. The Applicants whose Applications fulfill the minimum eligibility criteria (“**Minimum Qualification Criteria**”) shall then be eligible to be scored as per the scoring criteria (“**Scoring Criteria**”) set forth in Clause 2.2.2.2 of this RFQ, and, the 10 (ten) Applicants who obtain the highest scores shall be empaneled for the purpose of this Project.

(b) The Application shall be submitted by a single entity only. A joint venture/ consortium of entities shall not be eligible for submission of Application and/or for consideration for the Project in any manner whatsoever.

(c) All Selected Applicants who are empaneled shall be required to perform the Services.

1.1.2 For the avoidance of doubt, as part of the Project, the Selected Applicants who get empaneled shall be responsible for providing the Services in accordance with applicable laws and any instructions/ guidelines of the Authority as are in force, and as may be amended from time to time.

1.1.3 As part of the Application Process, a list of scheduled commercial banks who fulfill the Minimum Qualification Criteria specified in Clause 2.2.2.1 shall be listed and then be ranked based on the Scoring Criteria mentioned in Clause 2.2.2 of the RFP. The Authority

shall empanel the 10 (ten) banks who obtain the highest scores i.e. the Selected Applicants. Thereafter, the Authority shall issue a letter of empanelment and shall integrate the Selected Applicants with the e-NAM platform in a phased manner, in the order of ranking, with higher ranked Selected Applicants being eligible to be integrated first and the other Selected Applicants being integrated thereafter.

- 1.1.4 The Authority shall receive Applications pursuant to this RFQ and in accordance with the terms set forth herein and any other documents to be provided by the Authority as modified altered, amended and clarified from time to time (“**Application Documents**”) and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”). Any Addenda issued subsequent to this RFQ, but on or before the Application Due Date, will be deemed to form part of the Application Documents.
- 1.1.5 The statements and explanations contained in this RFQ are intended to provide a better understanding to the Applicants about the subject matter of this RFQ and should not be construed or interpreted as limiting in any way or manner the obligations of the Selected Applicants as set out in detail in the Letter Contract(s) (“**Letter Contract**”) for provision of Services or the Authority’s rights to amend, alter, change, supplement or clarify the scope of Services for the Project. Consequently, any omissions, conflicts or contradictions in the Application Documents including between this RFQ or the Letter Contract 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 Authority.

## **1.2 Brief description of Applications Process**

- 1.2.1 This application process (“**Application Process**”) is intended to determine the eligibility of Applicants so as to enable 10 (ten) such Applicants to be empaneled with the Authority for the provision of Services in accordance with applicable laws, regulations and the instructions/ guidelines of the Authority as are in force and as may be amended from time to time. Applicants are required to submit an application to the Authority with requisite information and supporting documents as required by this RFQ (“**Application**”). The Applications submitted by the Applicants shall be evaluated to determine whether the Applications fulfill the Minimum Qualification Criteria prescribed in Clause 2.2.2.1 of this RFQ. The Applicants whose Applications fulfill the Minimum Qualification Criteria shall be scored as per the Scoring Criteria set forth in Clause 2.2.2.2 of this RFQ and the 10 (ten) Applicants with the highest scores shall be declared as the Selected Applicants and pursuant to the terms of this RFQ shall be eligible for empanelment with the Authority for providing the Services under this Project. Prior to submitting an Application, the Applicant shall pay to the Authority as tender processing fee, a sum of INR 500 (“**Document Fee**”). The Document Fee shall be payable by way of Demand Draft (DD) in favour of **Small Farmers’**

**Agribusiness Consortium(SFAC), payable at New Delhi.**

The Applicant shall ensure that it submits the original DD along with the Enclosures of Application (defined hereinafter in Clause 2.10.3). The manner of submission of the Enclosures of Application has been set out in this RFQ in Clauses 2.10 and 2.11.

- 1.2.2 As part of the Project, the Selected Applicant(s) shall, upon empanelment, be eligible to provide the Services as set out in Schedule A.
- 1.2.3 The Applications shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date.
- 1.2.4 The Applicants shall furnish all the information specified in this RFQ.
- 1.2.5 The Applicants are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Applications for empanelment for the Project.
- 1.2.6 Any queries or requests for additional information concerning this RFQ shall be submitted by e-mail to [nam@sfac.in](mailto:nam@sfac.in), addressed to the officer designated in Clause 2.11.3 below with the identification/title: "**Queries/ Request for Additional Information: RFQ for Empanelment of Banks for e-NAM, 2019**"

The queries shall be submitted in the format specified below in order to be considered for responses and they should be submitted in MS-Excel format. Queries not submitted in the prescribed format may not be responded to.



S. No.	Page No.	Part of RFQ	Clause No.	Text provided in RFQ	Clarification sought with justification, if any
1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]
...	.....	....	.....	.....	.....

It is preferred that the queries be sent to the Authority at least 2 (two) business days before the scheduled pre-application conference.

### 1.3 Schedule of Application Process

The Authority shall endeavor to adhere to the following schedule:

Event Description	Date (dd/mm/yyyy)
Issue of Application Documents on Central Public Procurement Portal (CPPP)	10/8/2019 at 17:00 hours
Start of Query Submission	11/8/2019 at 10:00 hours
Pre-Application conference	21/8/2019 at 15:00 hours
Last date for receiving queries	26/8/2019 at 17:00 hours
Response to queries	3/9/2019 at 17:00 hours
Start of Bid submission	5/9/2019 at 10:00 hours
Application Due Date (including submission of original hard copy of Enclosures of Application as per Clause 2.10.3)	24/9/2019 at 15:00 hours
Opening of Applications	25/9/2019 at 15:00 hours
Announcement of Selected Applicant(s)	To be intimated by Authority
Issue of Letter of Award	Within 15 (fifteen) days of announcement of Selected Applicant(s)
Execution of Letter of Empanelment	To be intimated by Authority

## SECTION 2

### INSTRUCTIONS TO APPLICANTS

#### 2.1. General terms of Application

- 2.1.1 The Authority wishes to receive Applications against this RFQ in order to qualify experienced and competent Applicants for empanelment under the Project.
- 2.1.2 No Applicant shall submit more than one Application for the Project. An international Applicant shall ensure that Power of Attorney (hereinafter defined) set out in Appendix III is legalized/apostilled by the appropriate authority, and notarized in the jurisdiction [viz India] where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899, including inter alia in respect of payment of stamp duty, are duly fulfilled.
- 2.1.3 The Application shall be furnished in the format as per Appendix I i.e., Letter comprising the Application for Qualification for Empanelment of Banks for e-NAM.
- 2.1.4 The Application Documents shall be available for download from the tender website i.e. Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> (“**Tender Website**”). The Application Documents shall also be available for download at [www.sfacindia.com](http://www.sfacindia.com). Any modifications / Addenda / responses to queries and any other corrigendum shall be updated on the Tender Website and the Applicants are requested to check the Tender Website regularly for updates. The Authority shall not undertake any responsibility if any Applicant fails to regularly check the Tender Website for Addenda.

For the purpose of submission of the Application, the Applicants shall upload their respective Applications on the Tender Website in accordance with the procedure set out under this RFQ in Clauses 2.10 and 2.11. However, the Applicants shall also make a hard copy submission of the Enclosures of Application to the person and address stipulated in Clause 2.11.3. The uploading of both the Application on the Tender Website as well as the submission of the hard copy of the Enclosures of Application shall take place on or prior to the Application Due Date. Any submission of either of the two aforementioned requirements post the Application Due Date will lead to the Application being summarily rejected.

- 2.1.5 The Applicant should submit a Power of Attorney (“**Power of Attorney**”) as per the format prescribed at Appendix III, authorizing the signatory of the Application to commit the Applicant, along with a board resolution or relevant extract of the charter document in favour of the executant.

- 2.1.6 Any condition or qualification or any other stipulation contained in the Application shall render the Application liable to rejection as a non-responsive Application.
- 2.1.7 The Application and all communications in relation to or concerning the Application shall be in English language.
- 2.1.8 The documents including this RFQ and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Applicants solely for the purpose of preparation and submission of an Application in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The provisions of this Clause 2.1.8 shall also apply *mutatis mutandis* to Applications and all other documents submitted by the Applicant, and the Authority shall not return to the Applicants any Application, document or any information provided therewith.
- 2.1.9 This RFQ and all Application Documents are non-transferable.
- 2.1.10 The Applications shall be submitted as per the format provided in the Appendices of this RFQ. The Application shall consist of:
- APPENDIX I: Letter comprising the Application
- APPENDIX II: General Information of Applicant and Statement of Legal Capacity
- APPENDIX III: Power of Attorney for Signing of Application in favor of the Authorized Signatory with a board resolution or a relevant extract of the charter document in favor of executant
- APPENDIX IV: Technical Capacity of the Applicant with supporting documents
- APPENDIX V: Application Checklist
- 2.1.11 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 public procurement project, and the bar subsists as on the Application Due Date, would not be eligible to submit an Application.
- 2.1.12 Further, an Applicant should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, or its Associate, as the case may be, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant or its Associate.

For the purposes of this RFQ, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under common control with such Applicant (the “Associate”). The expression “Control” in this context means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting share capital of such person.

Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.1.12 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 the Authority for seeking a waiver from the disqualification hereunder and the Authority 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.

- 2.1.13 An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Application Process or subsequent to the (i) issuance of the LOA or (ii) execution of the Letter Contract(s) for provision of Services. In the event any such adviser is engaged by the Selected Applicant, after issuance of the LOA or execution of the Letter Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Letter Contract(s) for provision of Services to be executed by the Authority at a later stage, and without prejudice to any other right or remedy of the Authority, which the Authority may have thereunder or otherwise, the LOA or the Letter Contract(s), as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Applicant(s) for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant or Associate in the past but its assignment expired or was terminated prior to the Application Due Date.
- 2.1.14 The Applicant shall provide details of all its on-going projects along with the updated stage of litigation, if any, against the Authority/Government.
- 2.1.15 The Applicant shall also provide details of updated information of any blacklisting/debarment, if any, existing as on Application Due Date, under any contract with the Authority/Government.

2.1.16 The Authority reserves the right to reject an otherwise eligible Applicant on the basis of the information provided under Clauses 2.1.14 and 2.1.15 above. The decision of the Authority in this case shall be final.

## **2.2 Eligibility and qualification requirements of Applicants**

2.2.1 For determining the eligibility of Applicant the following shall apply:

- (a) The Applicant shall be a scheduled commercial bank as categorized by the Reserve Bank of India.
- (b) The Applicant shall be a single entity. A joint venture/ consortium of entities shall not be eligible for submission of Application and/or for consideration for the Project in any manner whatsoever.
- (c) An Applicant shall not have a Conflict of Interest (the “**Conflict of Interest**”) that affects the Application Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Application Process, if:
  - (i) the Applicant has more than 25% (twenty five percent) ownership of voting equity shares in any other Applicant, or two or more Applicants have common shareholders having more than 25% (twenty five percent) voting equity shares, or control, in all such Applicants; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant in the other Applicant is less than 25% (twenty five percent) of the subscribed and paid up voting equity share capital thereof; provided further that this disqualification shall not apply to any ownership by Government, bank, insurance company, pension fund or a public financial institution, as referred to in Section 2 (72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no

such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (cc) the meaning of the word “Control” shall have the meaning as defined in Companies Act, 2013, and rules notified thereunder.
- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant.

## **2.2.2 Minimum Qualification and Scoring Criteria**

2.2.2.1 The Applicant shall be required to mandatorily fulfill the following criteria in terms of Technical Capacity (“**Minimum Qualification Criteria**”):

### **A. Technical Capacity**

The Applicant shall:

- i. Be a Scheduled Commercial Bank as categorized by the Reserve Bank of India, as on the Application Due Date;
- ii. Be technologically capable to process transactions via UPI;
- iii. Have at least 25%(twenty five percent) of the total number of “Banking Outlets” opened during the financial year preceding the Application Due Date opened in “Unbanked Rural Centres”, as defined in RBI Opening of New Place of Business and Transfer of Existing Places of Business (Revised Guidelines), 2017;
- iv. Not have more than 1% (one percent) of the total digital transactions failures due to system and/or security issues;
- v. Not have more than 5% (five percent) of total digital transactions in the last 1 (one) year prior to the Application Due Date, as scheduled downtime.
- vi. Have secure backup, data-replication, and failover procedures in place.

(stipulations at (i) to (vi) above are collectively referred to as the “**Technical Capacity**”)

### 2.2.2.2 Scoring Criteria

The scoring criteria for the Applicants who have fulfilled the Minimum Qualification Criteria shall be as follows:

S. No.	Criteria	Maximum Marks	Supporting Document as Proof
1	<b>Number of Traders* having an account with the Bank</b>	<b>30</b>	<i>Self-declaration certified by statutory auditor or MD/CEO/Chairman</i>
2	<b>Number of Farmers** having account with the Bank</b>	<b>20</b>	<i>Self-declaration certified by the statutory auditor or MD/CEO/Chairman</i>
3	<b>Coverage of e-NAM – number of physical bank branches in the blocks</b>	<b>20</b>	<i>Self-declaration certified by the statutory auditor or MD/CEO/Chairman</i>
4	<b>Experience of working as banking partner with any of the government e-commerce/ e-governance portal</b>	<b>10</b>	<i>Certificate of Completion/ Letter of Award/ Certificate from statutory auditors, along with filled up project data sheet as provided in Appendix IV</i>
5	<b>Average success rate (%) in digital transactions in last 1 (one) year:</b>		<i>Self-declaration certified by statutory auditor or MD/CEO/Chairman</i>
	Success rate in Net Banking and UPI payments	<b>10</b>	
	Success rate in Debit Card/ CC and e Challan	<b>10</b>	

\*Traders – Agri-produce traders registered with APMC market/mandi

\*\* Farmer – As per RBI Guidelines

**All supporting documents shall be duly signed by the authorized signatory of the Applicant.**

*The score for each criterion shall be calculated on a pro rata basis, with the best performer scoring maximum marks and the next best performers being scored proportionately. To illustrate, for the fourth criterion, the Applicant with the highest number of banking projects in partnership with Government portals, which is 6, shall be scored the maximum marks i.e. 10. Applicants with 5 and 3 banking projects shall be scored 8.3 and 5 for that criterion, respectively.*

### **2.2.2.3 Submission in support of Technical Capacity and Scoring Criteria**

- a) In support of demonstration of the Technical Capacity, the Applicants shall submit self-attested certification with the relevant certificate being issued by the MD/CEO/Chairman of the Applicant. However, in support of the demonstration of the Technical Capacity relating to the number of Banking Outlets opened in Unbanked Rural Centres at Clause 2.2.2.1 A (iii), a statement certified by the statutory auditor shall be submitted.
- b) In respect of demonstration of the credentials stipulated in the Scoring Criteria in Clause 2.2.2.2 above, the necessary particulars as stipulated in the table contained in the abovementioned clause shall be submitted. Provided however, the Applicant must provide the necessary information required as per S. No. 4 of the table contained in Clause 2.2.2.2 as per format provided at Appendix IV.

In addition to the above, all Applicants shall submit a copy of their incorporation at the time of submission of Application.

### **2.3 Proprietary data**

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants 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 Authority shall not return any Application or any information provided therewith.

### **2.4 Cost of Application Process**

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Application Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Application Process.

### **2.5 Verification of information**

2.5.1 It shall be deemed that by submitting an Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Application Documents or furnished by or on behalf of the Authority 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.

2.5.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Application Documents, including any error or mistake therein or in any information or data given by the Authority.

## **2.6 Verification and Disqualification**

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to this RFQ and the Applicant shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall neither relieve the Applicant of its obligations or liabilities hereunder nor affect any rights of the Authority hereunder.

2.6.2 The Authority reserves the right to reject any Application if:

(a) at any time, a material misrepresentation is made or uncovered; or

(b) the Applicant does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the RFQ Application.

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

2.6.3 In case it is found during the evaluation or at any time before empanelment of Selected Applicant(s) that one or more of the eligibility requirements have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith. If the Selected Applicant(s) has already been issued the LOA or has entered into the Letter Contract for provision of Services, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Selected Applicant(s) without the Authority being liable in any manner whatsoever to the Selected Applicant(s).

## **2.7 Contents of the RFQ**

2.7.1 This RFQ comprises the Disclaimer set-forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Evaluation of Applications
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Application Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Application
- II. Details of the Applicant
- III. Power of Attorney
- IV. Technical Capacity of the Applicant
- V. Application Checklist

**2.8 Clarifications**

- 2.8.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing by e-mail to [nam@sfac.in](mailto:nam@sfac.in) in accordance with Clause 1.2.6. They should send in their queries on or before the date mentioned in the schedule of Application Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Application Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Applicants without identifying the source of queries.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Application Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Application, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Application and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.8.5 If an Applicant does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Application may be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing and interpreting the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **2.9 Amendment of RFQ**

2.9.1 At any time prior to the Application Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of addenda (“**Addendum**”).

2.9.2 Any Addendum issued hereunder will be issued and published on the Tender Website.

2.9.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

## **2.10 Format and Signing of Application**

2.10.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are uploaded on the Tender Website in the required formats and complete in all respects, including the submission of the Demand Draft, and all other submission of legal documents including but not limited to the Power of Attorney specified in Appendix III.

2.10.2 The Applicant shall submit its Application along with all appendices as prescribed under this RFQ, on the Tender Website. Each page of the Application shall be signed digitally by the Applicant. For the avoidance of doubt, the Applicants shall be required to acquire and procure a Class III Digital Signature Certificate for the purpose of submission of the Application on the Tender Website. The Applicants shall complete uploading their Applications by signing them with Class III - Digital Signature Certificates, upon uploading the Application on the Tender Website. The detailed procedure for submission of the Application on the Tender Website has been provided in Appendix VI.

2.10.3 The Applicant shall also by the Application Due Date submit a hard copy of certain legal instruments and documents in hard copy to the address and person mentioned in Clause 2.11.3. The hard copy submission shall be referred to as the “**Enclosures of Application**”.

The Enclosures of Application shall include the following particulars:

a) Original Demand Draft for the purpose of payment of Document Fee;

- b) Letter comprising the Application as provided in Appendix I; and
- c) Power of Attorney for signing of Bid in the prescribed format as provided in Appendix III supported with board resolution or relevant extract of charter document in favour of executant.

For the avoidance of doubt, it is clarified that without prejudice to the requirement of submission of hard copy of Enclosures of Application, a scanned copy of the abovementioned Enclosures of Application shall also be uploaded on the Tender Website along with the respective Applications.

In case of any discrepancy and difference between the scanned copy and the original hard copy of the Enclosures of Application, the original hard copy shall prevail.

2.10.4 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 Applicant 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 Applicant. 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.

## **2.11 Documents comprising Application**

2.11.1 The Applicant shall submit the Application comprising of following documents along with supporting documents as appropriate physically:

- (a) Appendix I - Letter comprising the Application
- (b) Appendix II - General Information of Applicant and Statement of the Legal Capacity
- (c) Appendix III - Original Power of Attorney for signing the Application along with board resolution/relevant extract of charter document in favor of executant
- (d) Appendix IV - Technical Capacity of the Applicant in the format specified with supporting documents evidencing the Applicant's experience and credentials.
- (e) Appendix V - Application checklist duly filled up and completed.

2.11.2 The Applicant shall upload the Application in the format specified in Appendices I-VI, including the documents specified in Clause 2.11.1 above, on the Tender Website. Each page of the Application, including the annexures thereto, shall be signed digitally by the

authorized signatory of the Applicant. The Applicants are required to sign their Applications using Class III - Digital Certificates at the time of uploading the soft copy of the Tender Website.

Further, the hard copy submission of the Enclosures of Application shall be made in a sealed envelope and the envelope shall be marked as “RFQ - Application for Empanelment of Banks for e-NAM”. The envelope shall clearly mention the name and address of the Applicant.

- 2.11.3 The envelope mentioned above shall be addressed to the following officer and shall be submitted at the address below:

ATTN. OF: Director, SFAC

ADDRESS: NCUI Auditorium Building, 5<sup>th</sup> floor, 3, Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016

E-MAIL ADDRESS: [nam@sfac.in](mailto:nam@sfac.in)

- 2.11.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and consequent losses, if any, suffered by the Applicant.
- 2.11.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

## **2.12 Application Due Date**

Applications comprising of the documents listed at Clause 2.11.1 of the RFQ shall be uploaded on the Tender Website and the hard copy of the Enclosures of Application shall be submitted at the address specified in Clause 2.11.3 on or before the date and time specified in Clause 1.3. Upon submission of the hard copy of the Enclosures of Application, a receipt thereof should be obtained from the authorized representative of the person specified at Clause 2.11.3. For the avoidance of doubt, the hard copy submission of the Enclosures of Application shall also be completed on or before the time specified in Clause 1.3 and on or before the Application Due Date failing which the Application shall be rejected as non-responsive and returned unopened.

## **2.13 Late Applications**

Applications (both online submission on Tender Website and/or hard copy submission of the Enclosures of Application) received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected and hard copies [if submitted] shall be returned unopened.

## **2.14 Preparation and Submission of Applications:**

The Application shall be submitted by the Applicants as stated in Clause 2.11.1 only. No Application can be modified, substituted or withdrawn by the Applicant on or after the Application Due Date and time.

## **2.15 Opening of Applications**

The Authority shall open Applications on the date and time specified in the Schedule of Application Process under Clause 1.3 at the SFAC Office, NCUI Auditorium Building, 5<sup>th</sup> floor, 3, Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016. The Applications shall be opened in the presence of the authorized representatives of the Applicants, who choose to attend. Application of only those Applicants shall be opened whose Applications have been uploaded on the Tender Website in the correct format and with complete appendices and whose Enclosures of Application have been physically received on or before the Application Due Date. The Authority will subsequently examine and evaluate the Applications in accordance with the provisions of Section 3 of this RFQ.

## **2.16 Rejection of Applications**

2.16.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to reject any Application and to annul the Application Process and reject all applications at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the applications, it may, in its discretion, invite all eligible applicants to submit fresh applications hereunder.

2.16.2 The Authority reserves the right not to proceed with the Application Process at any time, without notice or liability, and to reject any Application without assigning any reasons.

## **2.17 Validity of Applications**

The Applications shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date. The validity of Applications may be extended by mutual consent of the respective Applicants and the Authority.

## **2.18 Confidentiality**

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

and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **SECTION 3**

### **EVALUATION OF APPLICATIONS**

#### **3.1 Evaluation of Applications**

- 3.1.1 The Authority shall open the Applications uploaded on the Tender Website as prescribed in the schedule of Application Process, at the place specified in Clause 2.11.3; and in the presence of the Applicants who choose to attend. The Authority shall prepare minutes of the Applications opening, including information disclosed to those present at the time of Application opening.
- 3.1.2 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Applicant.
- 3.1.3 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Applications. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.1.4 If an Applicant does not provide clarifications sought under Clause 3.1.3 above within the prescribed time, its Application may be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

#### **3.1.5 Tests of responsiveness**

- 3.1.5.1 As a first step towards evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of this RFQ. An Application shall be considered responsive only if:
- a. Application is uploaded on the Tender Website as per the format at Appendices I-V;
  - b. Application is accompanied by the Power of Attorney as specified in Clause 2.1.5 and as per the format provided in Appendix III;
  - c. Application contains all the information (complete in all respects);
  - d. The Enclosures of Application are received by the Authority in hard copy, on or before the specified time on the Application Due Date including any extension(s) thereof;



- e. DD towards payment of Document Fee of INR 500 is attached with the Application;
  - f. The Application does not contain any condition or qualification;
  - g. The Application is not non-responsive in terms hereof;
  - h. The Application is signed and initialled in accordance with the instructions provided in this RFQ.
- 3.1.5.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.
- 3.1.6 The Authority will not entertain any query or clarification from Applicants who fail to qualify as per this RFQ.

### **3.2 Contacts during Application Evaluation**

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

### **3.3 Selection of Applicants and Subsequent Empanelment**

- 3.3.1 The Authority, after determining that the Application has passed the test of responsiveness, shall evaluate the Applications submitted by all the Applicants and ascertain whether the Applicants have fulfilled the Minimum Qualification Criteria stated in Clause 2.2.2.1 of this RFQ. The Applicants whose Applications fulfill the Minimum Qualification Criteria of this RFQ shall be further evaluated on the basis of the Scoring Criteria stated in Clause 2.2.2.2 of this RFQ. The 10 (ten) Applicants with the highest scores shall be declared eligible for empanelment with the Authority for the provision of Services under this Project (“**Selected Applicants**”).
- 3.3.2 The Selected Applicants shall be issued a Letter of Award (“**LOA**”) in duplicate within the timeline stipulated in Clause 1.3, by the Authority and the Selected Applicants shall within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant(s) is not received by the stipulated date, the Authority may disqualify such Applicant(s) from the Project and the consequences set out in this RFQ shall follow.
- 3.3.3 After acknowledgement of the LOA as aforesaid by the Selected Applicant(s), the

Authority shall in a phased manner issue a Letter Contract in the nature of an empanelment letter to Selected Applicant(s), which shall govern the provision of Services and terms thereof. The Selected Applicant(s) shall not be entitled to seek any deviations in such Letter Contracts; provided, however, notwithstanding anything contained in this RFQ, the Authority shall have the right to on-board and integrate the 10 (ten) Selected Applicants in phases decided by it in its sole discretion. For the purpose of explanation, the Authority shall have the complete right to issue the Letter Contract for empanelment to the Selected Applicants in phases wherein the 2 (two) or more Selected Applicants who have received the highest marks are issued the Letter Contract for empanelment in the first phase and thereafter, the other Selected Applicants shall be issued the Letter Contract for empanelment.

- 3.3.4 In the event that 2 (two) or more qualified Applicants have the same overall total score (the “**Tie Applicants**”) for the Project, all the Tie Applicants shall be the Selected Applicants. For the avoidance of doubt, in such a case the 10 (ten) Applicants with the highest scores to be declared as Selected Applicants under Clause 3.3.1 above, shall include the Tie Applicants.

#### **3.4 Correspondence with Applicant**

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

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

- 3.6 The Authority 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.

## SECTION 4

### FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants 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, the Authority may reject an Application, without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Application Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 above, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Application process, such Applicant shall not be eligible to participate in any tender or RFQ/RFP issued by the Authority for a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the 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 Authority who is or has been associated in any manner, directly or indirectly, with the Application Process or has dealt with matters concerning this RFQ or arising therefrom, before or after the/execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, 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 RFQ, engaging in any manner whatsoever, whether during the Application Process or after the empanelment of Selected Applicants, as the case may be, any person in respect of any matter relating to the Project or the RFQ, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the 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 the Authority 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Application Process.

## **SECTION 5**

### **PRE-APPLICATION CONFERENCE**

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date and time specified in Clause 1.3. The venue of the Pre-Application conference shall be SFAC Conference Room, NCUI Auditorium Building, 5<sup>th</sup> floor, 3, Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016.
- 5.2 A maximum of two representatives of each Applicant shall be allowed to participate on production of letter of authority from the Applicant.
- 5.3 During the course of Pre-Application conference(s), the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Application Process.

## **SECTION 6**

### **MISCELLANEOUS**

- 6.1 The Application Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Application Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the RFQ/Application Process and/or amend and/or supplement the RFQ/Application Documents/Application Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant(s) in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant(s).
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the RFQ/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.

## SCHEDULE A

### Terms of Reference

#### I. Background

e-NAM was launched on 14 April 2016 as a pan-India electronic trading portal. It has been created as a unified national market for agricultural commodities by networking APMCs across the country. e-NAM has made significant progress since its launch. Up to April 30, 2019, the total number of registered users on e-NAM was around 1.63 crore farmers, 1.23 lakh traders and 68,738 commission agents. As of June, 2019 a total of 124 (one hundred and twenty four) commodities are being traded on the e-NAM platform. e-NAM has been integrated with 585 (five hundred and eighty five) regulated APMCs in 16 (sixteen) states and 2 (two) union territories.

For effective implementation of e-NAM, the Ministry of Agriculture & Farmers' Welfare, Government of India appointed Small Farmers' Agribusiness Consortium ("SFAC") as the Lead Implementing Agency. SFAC envisioned to implement the project with a Strategic Partner ("SP"). Till date 585 (five hundred and eighty five) mandis have been integrated with the system.

#### II. Overview of the e-NAM process flow

The e-NAM process flow is divided into the following steps: Gate Entry, Quality Assaying, Online Trading, Weighment and Invoicing, Payment and Gate Exit, as shown in figure 3 below. The step by step description of the e-NAM process flow is as follows:

- **Farmer Registration:** Farmer registration is carried out either at a dedicated Registration Desk or online on the e-NAM portal or at the Auction Hall or at the Gate Entry in the mandi wherein the name of farmer and his other details (contact number, village name etc.) are captured on e-NAM. The farmers' bank account details (Bank name, Account Number, IFSC code) are also captured.
- **Gate Entry:** the farmer brings his produce at the entry gate of the mandi wherein lot-wise details (commodity, packing, variety, approximate weight, name of farmer, mobile number, village, vehicle number, name of commission agent) are captured on the e-NAM platform.
- **Assaying:** Quality Assaying (via quality assaying equipment or manually) is carried out on a sample drawn from the lot of produce in the Assaying Lab at the Mandi. Lot-wise parameters are then captured on the e-NAM platform.
- **Online Trading:** After the assaying process is complete, lot-wise e-auction takes place wherein trader(s) either place their bids remotely (via their smart phones) or at the mandi (via computers present at the mandi). After the auction, a winner's list is declared which has lot-wise names of buyers who have quoted the highest price. Farmer have an option either to accept or reject the bid price.
- **Weighment and Invoicing:** Upon acceptance of a bid price by the farmer, weighment is done and captured on the e-NAM platform. A sale bill stating the consideration which is to be paid by the buyer to the relevant entities such as farmer, commission agent and mandi is generated.

- **Payment and Settlement:** After successful completion of the above processes, payment can happen either through **online** channels (via Bank Challan, Debit Card, Net Banking, UPI options in e-NAM payment interface) or through **offline** channels (via cash or cheque). This module is explained in detail in the subsequent sections of this report.
- **Gate Exit:** After the successful transfer of payment the lot is allowed to move out of e-NAM mandis.



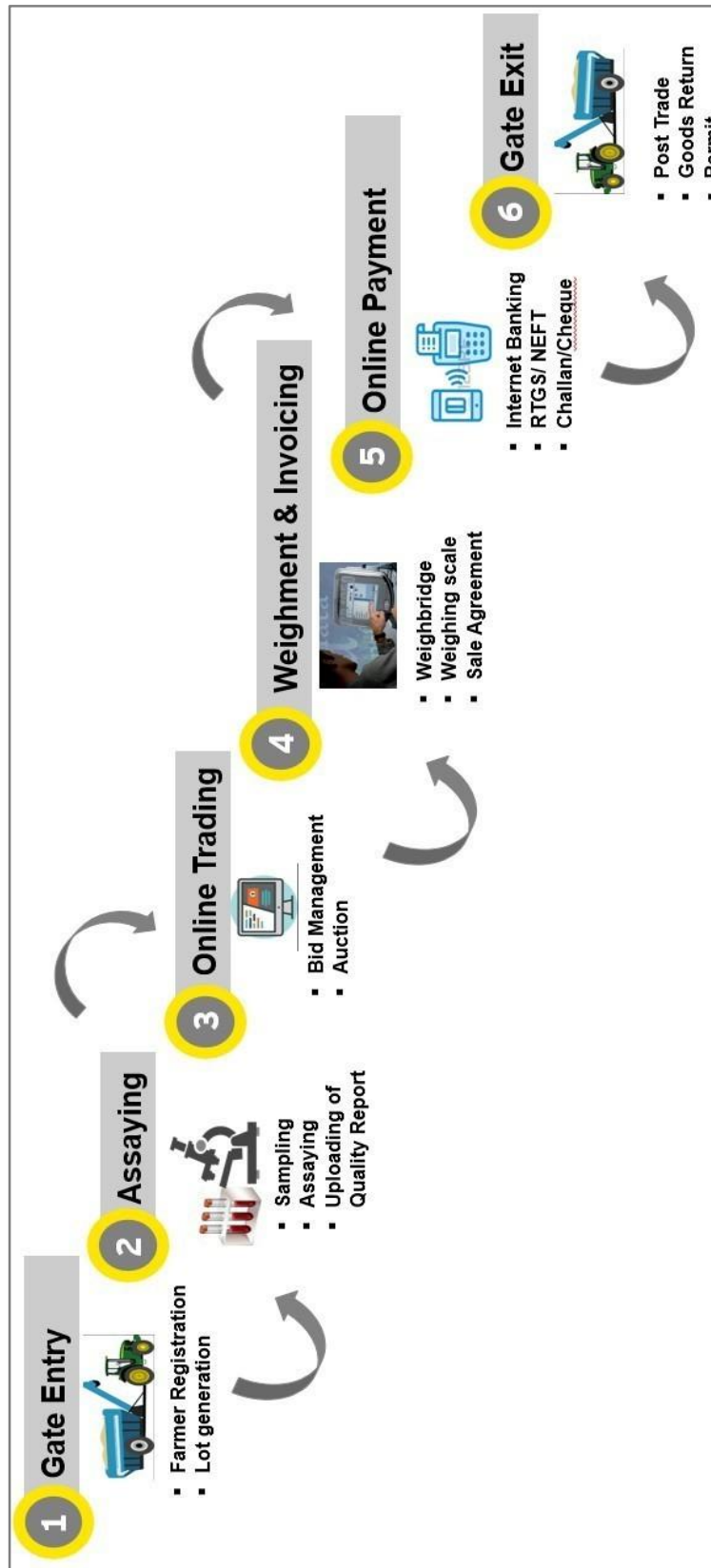


Figure 1: Process Flow of e-NAM

### III. Overview of Payment and Settlement Module in e-NAM process

Currently, payment on e-NAM can either happen through online or offline modes. **The objective of this payment and settlement module is to achieve transparent, full and real-time direct online remittance to the farmer’s bank account.** The following stakeholders are involved in the process:

- **Strategic Partner**, who is responsible for operation and management of e-NAM platform, integration of Banks and Payment Gateways, maintenance and sharing of MIS/ Log (which has list of beneficiaries) with the Banking Partner, payment reconciliation and system error resolution
- **Banking Partner**, who is responsible for operation and management of collection and settlement account of e-NAM, providing integration with respect to online payment interface and Payment Gateway, provide One (Trader)-to-Many (Farmer, Commission Agent, Mandi) remittance services.
- **APMC staff**, which is responsible for capturing the bank account details of farmers at the time of registration and promotion of online payments.
- A pictorial representation of current payment and settlement system for online payments is given in the figure below:

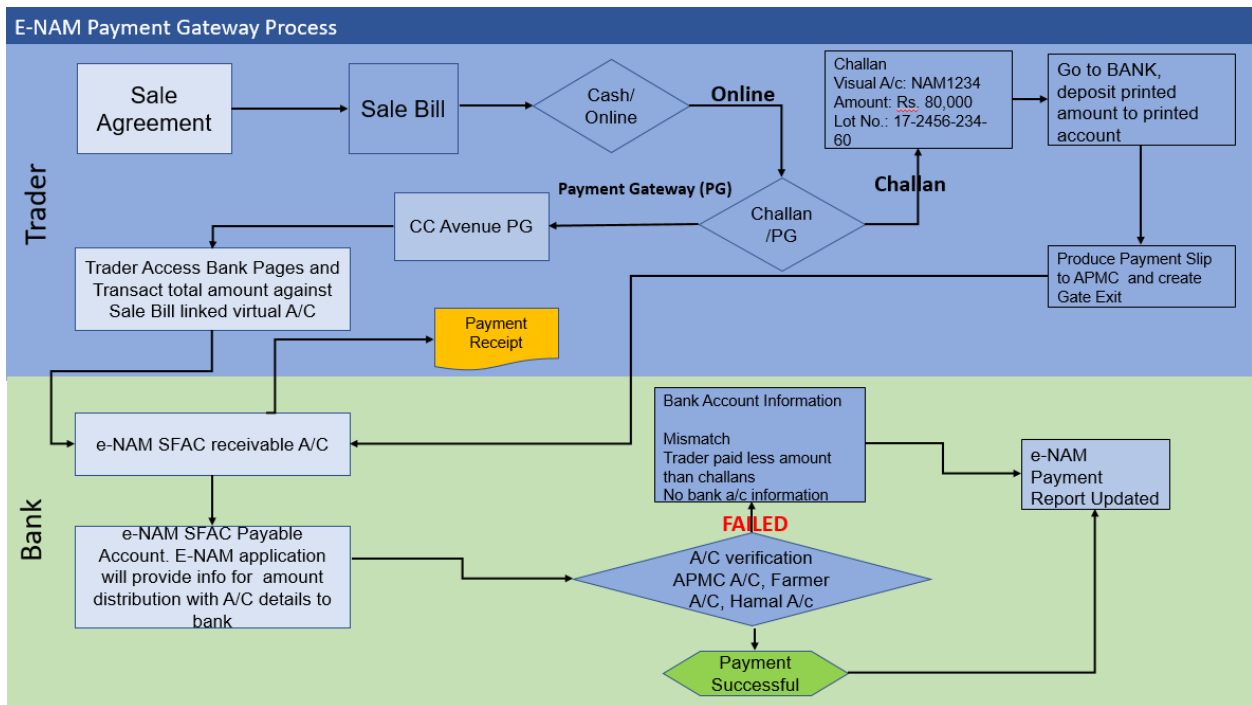


Figure 2: Payment and Settlement System for Online payments – Process Flow

The process flow of the current online payment and settlement system is explained below:

- Once trade is confirmed on the e-NAM platform, a sale bill is generated between the farmer (Seller) and the trader (Buyer)
- The payment and settlement interface is activated after the generation of the Sale Bill by the system. The trader has an option of making the payment either through online mode (Net Banking/ Debit Card/ UPI/ Bank Challan) or offline mode (cash/ cheque)
- In case the trader chooses to make payment online, the payment modes available include electronic Bank Challan, Net Banking, Debit Card, and UPI.
- In case of Net Banking, Debit Card, and UPI the payment is routed through a Payment Gateway, whereas in case of electronic Bank Challan the trader physically deposits funds in the nearest Bank.
- Depending upon the mode of payment, the funds are received in the Collection Account of the Banking Partner. The Banking Partner also maintains a virtually separate account known as Settlement Account to transfer funds to the beneficiaries.
- The Strategic Partner provides a transaction wise list of beneficiaries to the Banking Partner.
- Subsequently, the Banking Partner disburses funds to the beneficiaries (farmer, trader, commission agent, APMC) via a ‘one to many’ transaction.

#### **IV. Scope of Services**

For the purpose of e-NAM, SFAC is willing to on-board Banks for the below-mentioned scope of work, whereby the Banks shall –

- Enable online payments through e-NAM portal.
- Facilitate Transactions through modes such as Challan, Debit Card, BHIM, NEFT, RTGS, IMPS, UPI, Wallet, Post office Payment bank etc.
- Maintain settlement and collection account for each transaction
- Ensure same day settlement (T+0 settlement; T= ‘Day of transaction’). Provided that only in the event of any operational or legal challenges such T+0 settlement may be exempted. Remittance - One (Trader) to Many (Farmer, Commission Agent, Mandi Fee, Hammali charges etc.)
- Multi Invoice handling
- Integration with DCCBs/ RRBs
- Integration of Payment Gateway Electronic commodity based finances for e-NWR
- Possibility of integration with other related platforms for e-NWR
- Zero transaction fees
- Payment Validation and Reconciliation system
- Risk Management framework for online transactions
- Grievance Redressal System
- SMS Facility/Alert on successful transaction
- Facilitate farmer education, data capture

In addition to above, the Bank may also provide services for (as may be applicable)-

- Insta-account opening services with NEFT/ RTGS/IMPS enabled

- Tax/Cess/GST integration
- Incentivization of e-Payments such as cashbacks, reward points etc.
- Opening of Wallet / Bank Account /Debit Card/Ru-pay Card services for Farmers, Traders, Mandis etc.
- Mandi-level banking infrastructure by way of Digital Branch, Ultra Small Branch, Normal Branch
- Credit/ Advance payment to farmers
- Credit/ Overdraft facility to traders
- Integration of Kisan Credit Cards

## APPENDIX I

### LETTER COMPRISING THE APPLICATION

To:

Director, SFAC

NCUI Auditorium Building,

5<sup>th</sup> floor, 3, Sri Institutional Area,

August Kranti Marg, Hauz Khas,

New Delhi: 110016

**Sub:** *Application for Qualification for Empanelment of Banks for e-NAM.*

Dear Sir,

1. With reference to your RFQ document dated 10/8/2019, 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 the Authority will be relying on the information provided in the Application and the documents accompanying such Application for empanelment of the Selected Applicant(s) 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 empanelment as a Selected Applicant for undertaking the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.
5. I/We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority 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 the Authority;
  - b) I/We do not have any Conflict of Interest in accordance with Clause 2.2.1 (c) of the RFQ;
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any Authority, Central or State; and
  - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Application Process at any time and that you are neither bound to accept any Application that you may receive nor to select any Applicants for empanelment for the Project, without incurring any liability to the Applicants, in accordance with the provisions of this RFQ.
9. I/We believe that we meet all the requirements related to Technical Capacity as specified in this RFQ.
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/Authority 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 RFQ, we shall

intimate the Authority of the same immediately.

14. I/We undertake that the Statement of Legal Capacity as per the format provided at Appendix II of the RFQ, and duly signed, is enclosed. The Power of Attorney for Signing of Application, as per the format provided at Appendix III of the RFQ, is also enclosed.
15. I/We understand that the Selected Applicant shall be a Scheduled Commercial Bank as categorized by the Reserve Bank of India as of the Application Due Date.
16. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of the Applicant(s), or in connection with the Application Process itself, in respect of the Project and the terms and implementation thereof.
17. In the event of my/our being declared as the Selected Applicant, I/we agree to be empanelled by the Authority for provision of Services in accordance with the terms and conditions provided in the Letter Contract to be issued by the Authority. We agree not to seek any changes in the aforementioned Letter Contract and agree to abide by the same.
18. I/We have studied all the Application Documents carefully. I/We understand that except to the extent as expressly set forth in the Letter Contract for provision of Services to be issued by the Authority. I/We shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
19. I/we have enclosed proof of payment of the Document Fee in accordance with the RFQ and in the form of original DD.
20. 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.
21. I/We agree and undertake to abide by all the terms and conditions of the RFQ.

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

Yours faithfully,

Date:  
Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Applicant

## APPENDIX II

### Details of the Applicant

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 Applicant including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone Number:
  - (e) E-Mail Address:
  - (f) Fax Number:
  
4. Particulars of the Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  
5. A statement by the Applicant disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)
  
6. Statement of Legal Capacity:

[To be forwarded on the letterhead of the Applicant]

Ref. Date:

To,



Director, SFAC  
NCUI Auditorium Building,  
5<sup>th</sup> floor, 3, Sri Institutional Area,  
August Kranti Marg, Hauz Khas,  
New Delhi- 110016

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

(Name and seal of Applicant)

**APPENDIX III**

**Power of Attorney for Signing of Application**

Know all men by these presents, We, \_\_\_\_\_ (name of the Bank and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. \_\_\_\_\_/ Ms \_\_\_\_\_ (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is {presently employed with us and holding the position of \_\_\_\_\_,} as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for *Qualification for Empanelment of Banks for e-NAM* (“**Project**”) proposed or being developed by the Small Farmers’ Agri Business Consortium (SFAC) (the “**Authority**”) including but not limited to signing and submission of all applications and other documents and writings, participation in applicants’ meetings and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our application, and generally dealing with the Authority 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 the Authority or any entity representing the Authority.

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

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

For

.....

(Name, Designation & Signature of person executing the PoA on behalf of Applicant)

Witnesses:

(Name, Signature, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant 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 Applicant.*
- *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).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are members of the Hague Convention, the document has to be notarized by the public notary and apostilled by the designated competent authority of the issuing country.*

## APPENDIX IV

### Technical Capacity of the Applicant

#### Summary of Experience

The information regarding the relevant experience of the Bank should be provided in the format below.

#### Name of Applicant:

<i>Experience of working as banking partner with any of the Government e-commerce/ e-governance portal</i>	
<b>Project Name:</b>	<b>Location of Project:</b>
<b>Project Brief (Narrative description of Project)</b>	<b>Current status of the Project:</b>
<b>Description of actual contract / services provided:</b>	
<b>Project Cost:</b>	
<b>Name of Client:</b>	<b>Address of Client:</b>
	Contact phone number and e-mail of Client:
<b>Start date (month/year):</b>	
<b>Completion date (month/year):</b>	

#### Signature of Applicant

**Note:** Appendix IV should necessarily be accompanied by certificates from clients for the successful completion of the contract and/or statutory auditor's certificate and/or agreement copy and/or Letter of Award and/or project completion certificate, as the case may be, so as to demonstrate proof of experience.

## APPENDIX V

### Application Checklist

<b>S. No</b>	<b>Item</b>	<b>Checked by Applicant</b>	<b>Checked by Authority</b>
1	Letter comprising the Application (Appendix I)		
2	General Information of Applicant and Statement of Legal Capacity (Appendix II)		
3	Power of Attorney for signing of Application (Appendix III)		
4	Technical Capacity of the Applicant (Appendix IV) including all supporting documents		
5	Incorporation certificate		

## **APPENDIX VI**

### **Instructions for Online Bid Submission**

The following are the guidelines to be followed by the bidders during the submission of the respective Bids on the Central Public Procurement Portal (hereinafter referred as “**CPP Portal**”):

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

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

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

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

## **PREPARATION OF BIDS**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The

original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.