

File No.: SFAC/1-1/2021/RFQ-SSP-NAM
Small Farmers' Agribusiness Consortium (SFAC)
Department of Agriculture, Cooperation and Farmers' Welfare
(A Society promoted by Ministry of Agriculture & Farmers Welfare)
5th, floor, NCUI Auditorium Building, Siri Institutional Area,
August Kranti Marg, Hauz Khas, New Delhi

Dated: 04th October, 2021

Application Notice

Small Farmers' Agri-Business Consortium (SFAC), society registered under Societies Registration Act, 1860, acting as the nodal agency for implementing e-NAM, hereby invites applications from experienced firms/organizations for **Empanelment of Service Providers for integration with National Agriculture Market (e-NAM)** for providing various services in the Agri-value chain in accordance with the details specified in the RFQ.

The complete scope of work and details of the services has been set forth in detail in the 'RFQ for Empanelment of Service Providers for integration with e-NAM' (Volume I – RFQ and Volume II – Letter of Empanelment), available for download from www.enam.gov.in & www.sfacindia.com by submitting non-refundable Document Fee of Rs. 500 (Rupees Five Hundred only) in favor of 'Small Farmers' Agri-Business Consortium' and payable at New Delhi by way of Demand Draft (DD). Interested firms/organizations may submit applications as per following schedule:

Event Description	Date
Issue of Application Documents (RFQ) on Website(s) www.enam.gov.in www.sfacindia.com	04/10/2021 at 17:00 hours
Start of Application submission (submission of original hard copy of Enclosures of Application as per Clause 2.10.3)	05/10/2021 at 10:00 hours
Opening of Application(s)	Within 15 working days of receipt of respective Application(s) by the Authority
Announcement of Selected Applicant(s)	
Issue of Letter of Empanelment	
Execution of Letter Empanelment	



(Sumathi S.)
Deputy Director

Request for Qualification (RFQ)

For

**Empanelment of Service Providers for
integration with e-NAM**

Small Farmers' Agribusiness Consortium (SFAC)

October 2021

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

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 empanelment 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 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 a 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 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 2.2.1 (c)
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 2.2.1 (c)
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
Enclosures of Application	As defined in Clause 2.10.3
Financial Capacity	As defined in Clause 2.2.2.1 B
Financial Year	1 st April of any calendar year and ending on 31 st 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 Empanelment	As defined in Clause 3.3.2
Minimum Eligibility Criteria	As defined in Clause 1.1.1 (a)
Net Worth	As defined in Clause 2.2.2.3
Power of Attorney	As defined in Clause 2.1.5
Project	As defined in Clause 1.1.1
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 the Service Provider for the Project
Selected Applicant(s)	As defined in Clause 3.3.1
Services	As defined in Clause 1.1.1

Service Provider(s)	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) (a)
Technical Capacity	As defined in Clause 2.2.2.1 A
Tender Website	As defined in Clause 2.1.4
Turnover	As defined in Clause 2.2.2.3
Undesirable Practice	As defined in Clause 4.3 (d)

VOLUME I

SECTION 1

INTRODUCTION

1.1 Background

1.1.1 e-National Agricultural Market (“**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. The eNAM is envisaged to expand as eNAM Platform of Platforms (“**PoP**”) by integrating with various service providers to strengthen the ecosystem. Towards achieving the goal of strengthening and enhancing the system of trading on the e-NAM platform, the Small Farmers’ Agribusiness Consortium (“**SFAC**” or “**Authority**”), acting as the nodal agency for e-NAM, seeks to empanel service providers (“**Service Provider**”) having an online portal/platform which could be integrated with the eNAM portal for providing various services (“**Services**”) across the agriculture value chain, as may be opted by empanelled service provider basis what is required by the users. These empanelled Service Providers shall pursuant to its integration with e NAM be eligible to render their services through the eNAM portal (“**eNAM Platform**”), and such integrated collective together will lead to formation of “ eNAM platform of platforms”, (“**Project**”) in accordance with the details specified in this RFQ and the Letter of Empanelment. The detailed scope of services for the Service Provider has been set forth in Annexure II of RFQ Volume II (Letter of Empanelment).

- (a) Applicants who wish to apply in response to this RFQ (the “**Applicant(s)**”) are invited to submit their Applications for empanelment of Service Provider as per the terms hereunder. All Applicants shall simultaneously submit their relevant qualification details along with supporting documents for the purpose of meeting the minimum eligibility criteria (“**Minimum Eligibility Criteria**”), as set forth in Clause 2.2.2.1 of the RFQ.

The Selected Applicant(s) who is(are) empaneled for the Project shall undertake the Services subject to and in accordance with the terms laid down hereunder in this RFQ document and the Letter of Empanelment.

- (b) The Applicant may be any legal entity incorporated/ registered under the applicable laws of India and having valid GST registration. However, Applicants shall only be in the nature of a single entity and consortium of entities is not eligible to submit its RFQ for the Project.

- (c) The Selected Applicant(s) will be required to perform the Services set out in the Scope of Services as set forth in the Letter of Empanelment, particularly Annexure II thereof.
- (d) The various categories of service providers who may submit the Application has been set forth in detail in Section II of Annexure II of the Letter of Empanelment and are summarized below for ease of reference:

Category A: Service providers to facilitate trade on the eNAM Platform.

These will be service providers whose online platforms will be integrated with the eNAM platform for seamless provision of services. This category may be further subdivided into sub- categories A.1 and A.2 as mentioned below.

Category A.1.: These will be the service providers directly facilitating the trade of agriculture produce through provision of any of the following services:

- Trading platforms
- Transportation
- Quality Assaying
- Cleaning, Sorting, Grading & Packaging Services
- Storage facilities

Category A.2.: These will be other supporting service providers such as:

- Agri-input service providers/ aggregators being any of the following, viz.-
 - Technology enabled farm monitoring service providers
 - Agriculture machinery rental platforms
 - Precision farming technology providers
 - Input management service providers- Seeds, pests etc.,
- Technology enabled finance and insurance service providers
 - Insurance service providers
 - Fin-Tech service providers
- Information dissemination portals providing following services-
 - Market Information
 - Advisory services
 - Demand/ supply projections
 - Weather update related service providers
 - Capacity building for farmers
- Other service providers who can add value to eNAM and are beneficial to its stakeholders

Category B: End-to-End Service Providers

These will be the service providers providing end to end services for trading of agriculture produce, including at the very minimum, services related to quality assaying, trading, payment system and logistics. The online platforms of these service providers shall be integrated with the eNAM platform.

For details of the above categories as well as the particulars of the services to be provided by the Applicants against the respective category, please refer Annexure II of the Letter of Empanelment.

- 1.1.2 For the avoidance of doubt, as part of the Project, the empaneled entity 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. It is clarified that the Selected Applicant shall have to meet licensing and other applicable requirements, as per the extant APMC Act of the state where it seeks to interoperate with eNAM.
- 1.1.3 As part of the Application Process, the Applications of all Applicants shall be evaluated to determine as to whether they are substantially responsive in terms of Clause 3.1.5 and whether they meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this RFQ, for undertaking the Project.

Only those Applicants whose Applications are substantially responsive and fulfil the Minimum Eligibility Criteria, shall be entitled to be empaneled for the provision of the Services under this Agreement subject to and in accordance with provisions set out under this RFQ. Thereafter, the Authority shall issue a letter of empanelment to the aforesaid Applicants and execute the Letter of Empanelment for the purpose of their on-boarding to the e-NAM platform as empaneled Service Providers for providing the Services.

- 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 specified in Clause 1.3 for submission of Applications (the “**Application Date**”). Any Addenda issued subsequent to this RFQ, 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 Applicant(s) as set out in detail in the Letter of Empanelment (“**Letter of Empanelment**”)

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 of Empanelment 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 The Authority has adopted an online single-stage e-procurement process (the "**Application Process**") for identification of the Selected entities for undertaking the Project. The Selected Applicant(s) identified pursuant to this Application Process shall render 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**"). Firstly, the Applications submitted by the Applicants shall be evaluated to determine whether the Applications fulfill the Minimum Eligibility Criteria prescribed in Clause 2.2.2 of this RFQ. The Applicants whose Applications fulfill the Minimum Eligibility Criteria shall be declared as the Selected Applicant(s) and pursuant to the terms of this RFQ shall be eligible for empanelment with the Authority for the provision of the Services under this Project.

While submitting an Application, the Applicant shall pay to the Authority as 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, be required to provide the Services as set out in the Letter of Empanelment.
- 1.2.3 The Applications shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application 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 The Pre-Application queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-Application 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 as per Clause 1.2.7

- 1.2.7 Any queries or request for additional information concerning this RFQ shall be submitted by e-mail to 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 Service Providers for integration with e-NAM, 2021"**

1.3 Schedule of Application Process

The Authority shall receive Applications for empanelment of the Selected Applicant(s) pursuant to and in accordance with the terms set forth in the RFQ and other documents to be provided by the Authority pursuant to this RFQ, as modified, altered, amended and clarified from time to time by the Authority. Any Addenda issued subsequent to the issuance of this RFQ, will be deemed to form part of the Application Documents. All Applications shall be prepared and submitted in accordance with such terms specified in this RFQ for submission of Applications.

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

Event Description	Date
Issue of Application Documents (RFQ) on Website(s) www.enam.gov.in www.sfacindia.com	04/10/2021 at 17:00 hours
Start of Application submission (submission of original hard copy of Enclosures of Application as per Clause 2.10.3)	05/10/2021 at 10:00 hours
Opening of Application(s)	Within 21 working days of receipt of respective Application(s) by the Authority
Announcement of Selected Applicant(s)	
Issue of Letter of Empanelment	
Execution of Letter Empanelment	

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 provision of Services under the Project.
- 2.1.2 No Applicant shall submit more than one Application for the Project.
- 2.1.3 Unless the context otherwise requires, the terms not defined in this RFQ, but defined in the Letter of Empanelment shall have the meaning assigned thereto in the Letter of Empanelment. Further, the Application shall be submitted in accordance with the format provided in Appendices I-VII of this RFQ.
- 2.1.4 The Application Documents shall be available for download from the website i.e www.enam.gov.in & www.sfacindia.com (“Tender Website”). Any modifications / Addenda 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 in accordance with the procedure set out under this RFQ in Clauses 2.10 and 2.11.

The detailed explanation of the procedure for submission of the Application has been provided in Appendix VII of this RFQ.

The Applicants shall also make hard copy submission of the Enclosures of Application to the person and address stipulated in Clause 2.11.3.

- 2.1.5 The Applicant shall submit a Power of Attorney as per the format set forth in Appendix III authorizing the signatory of the Application to commit the Applicant, accompanied by a board resolution or 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. Notwithstanding anything to the contrary contained in this RFQ, the detailed terms specified in the Letter of Empanelment shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Applicant hereunder shall continue to have effect in addition to its obligations under the Letter of Empanelment.

- 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 a 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: Details of the Applicant
 - 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 IVA: Self-Declaration by the Applicant towards fulfilment of Technical Capacity
 - Appendix IV B: Self-Declaration towards Desirable Features to be demonstrated by Applicants in case of Category A.1 (if applicable)
 - APPENDIX V: Financial Capacity of Applicant with supporting documents
 - APPENDIX VI: 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 Date, would not be eligible to submit the 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 and Control shall have the meaning ascribed to it in Clause 2.2.1 (c) of this RFQ.

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 of Empanelment for provision of Services. In the event any such adviser is engaged by the Selected Applicant(s), after issuance of the LOA or execution of the Letter of Empanelment for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Letter of Empanelment 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 of Empanelment, 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 Date.
- 2.1.14 The Applicant shall provide details of all its litigations, if any, against the Authority/Government in the format provided in para 6 of Appendix II.
- 2.1.15 The Applicant shall also provide details of updated information of any blacklisting/debarment, if any, existing as on Application Date, under any contract with the Authority/Government in the format provided in para 5 of Appendix II.

- 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.
- 2.1.17 The eligibility of the Applicant shall be subject to approval of the Authority from national security and public interest perspective, in cases,
- a) where, on the date of the Application, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Applicant is held by persons resident outside India or where a Applicant is controlled by persons resident outside India; or
 - b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant;

The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

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

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Application Process. While evaluating the Applications, regard will be paid to national defense and security considerations. Offer received from any Applicant may be summarily rejected on national security consideration without any intimation thereof to the Applicant.

The Applicants will be obliged to protect the national interests like national security whenever necessary and required, and also honour priority orders of the Government of India, in this regard. The Applicants will also abide by the various statutory requirements on the protection of the environment, anti-pollution measures, safety, conservancy etc. and also abide by the directives issued by the Government of India from time to time

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 any legal entity incorporated/ registered under the applicable laws of India and having a valid GST registration. Provided however that natural persons are not eligible to submit Applications.
- (b) The Applicant shall be a single entity and consortium of entities is not eligible to submit its bid for the Project. However, no Applicant shall submit more than one Application for the Project. In case, Applicant intends to participate in more than one category, they shall submit single application only.
- (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. Without limiting the generality of the above, a Applicant shall be considered to have a Conflict of Interest that affects the Application Process, if:
 - a) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1, 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 per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Applicant is also a constituent of another Applicant; or
- c) such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or Associate; or
- d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e) such Applicant or any Associate thereof has a relationship with another Applicant or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f) such Applicant has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

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” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law, contract/agreement or otherwise.

2.2.2 Minimum Eligibility Criteria

2.2.2.1 The Applicant shall be required to mandatorily fulfill the following eligibility criteria to demonstrate its Technical Capacity:

- A. **Technical Capacity:** The Applicants shall be required to fulfill the following criteria based on the respective category (ies) against which it seeks to submit its Application.

(stipulations mentioned in the tables below are collectively referred to as the “**Technical Capacity**”)

Table I. Common Eligibility Criteria for both Category A and Category B Applicants:

S. No.	Items	Criteria	Supporting Documents as Proof
1	Nature of Entity	The Applicant shall be any legal entity incorporated/ registered under the applicable laws of India and having a valid GST registration. Federation of FPOs or any large FPOs will also be eligible, provided they have online platform	Copy of relevant documents of Incorporation / Registration under the applicable laws in India; and GST Registration Certificate

Table II. Specific eligibility criteria- for Applicants under Category A:

S. No.	Items	Criteria	Supporting Documents as Proof
Category A.1			
A. Trading Platforms			
1	Operations	The Applicant should have been in commercial operations for at least one (1) calendar year (viz at least 12 months), in the last two financial years (computation thereof to include the current financial year in which Application Date lies). “commercial operations” shall mean trading of agri-commodities	Statutory Auditor/ Chartered Accountant Certificate certifying that Applicant has been in commercial operations for at least one (1) calendar year in the last two financial years, wherein “commercial operations” shall mean trading of agri-commodities
2	Online Portal/ Platform maintained	Customer Care Support SMS & e-mail	Self-declaration duly signed by authorized

	by Applicant should provide support to their users with respect to specific parameters	Notification support	signatory in the format provided at S.No. 4 of Appendix IVA
B. Transportation Service providers:			
1	Operations	The Applicant should have been in commercial operations for at least one (1) calendar year (viz at least 12 months), in the last two financial years (computation thereof to include the current financial year in which Application Date lies). “commercial operations” shall mean completion of at least one assignment wherein the Applicant had provided services i.e. at least transport, loading/ unloading services.	Statutory Auditor/ Chartered Accountant Certificate certifying that Applicant has been in commercial operations for at least one (1) calendar year in the last two financial years, wherein it has completed at least one assignment related to the provision of services i.e. at least transport, loading/ unloading services.
2	Online Portal/ Platform maintained by Applicant should provide support to their users with respect to specific parameters	24X7 Customer Support SMS & e-mail Notification support Live tracking facility	Self-declaration duly signed by authorized signatory in the format provided at S.No. 4 of Appendix IVA
C. Quality Assaying Service Providers:			
1	Operations	The Applicant should be in commercial operation for at least one (1) calendar year (viz at least 12 months), in the last two	Statutory Auditor/ Chartered Accountant Certificate certifying that Applicant has been in commercial operation for at least one calendar year

		financial years, wherein it has completed at least one assignment related to the provision of quality assaying services (i.e. sampling, assaying of agri-commodities); (computation thereof to include the current financial year in which Application Date lies).	in the last two financial years, wherein it has completed at least one assignment related to the provision of quality assaying services (i.e. sampling, assaying of agri-commodities)
2	Online Portal/ Platform/ mobile application maintained by Applicant should provide support to their users with respect to specific parameters	Customer Care Support SMS & e-mail Notification support	Self-declaration duly signed by authorized signatory in the format provided in S.No. 4 of Appendix IVA
D. Cleaning, Sorting, Grading & Packhouse Service Providers:			
1	Operations	The Applicant should have been in commercial operations for at least 2 (two) calendar years, wherein it has provided services relating to cleaning, grading, sorting and/ or packaging of agri-commodities	Statutory Auditor/ Chartered Accountant Certificate certifying that Applicant has been in commercial operations for at least 2 (two) calendar years, wherein it has provided services relating to cleaning, grading, sorting and/ or packaging of agri-commodities
2	Online Portal/ Platform/ mobile application maintained by Applicant should provide support to their users with respect to specific parameters	Customer Care Support facility	Self-declaration duly signed by authorized signatory in the format provided in S.No. 4 of Appendix IVA
E. Storage facility Service Providers:			
1	Operations	The Applicant should	Statutory Auditor/

		have been in commercial operations for at least three (3) calendar years wherein the Applicant had provided storage/ warehousing services i.e. undertaken handling and storage of agri- commodities.	Chartered Accountant Certificate certifying that Applicant has been in commercial operations for at least (3) three calendar years wherein it has provided warehousing services i.e. undertaken handling and storage of agri- commodities.
2	Online Portal/ Platform maintained by Applicant should provide support to their users with respect to specific parameters	Customer Care Support facility Security surveillance System- Physical or CCTV Real time information about storage facility like available capacity, facilities, tariff etc.	Self-declaration duly signed by authorized signatory in the format provided in S.No. 4 of Appendix IVA
F. Other supporting service providers under Category A.2 (see list of service providers mentioned against Category A2 in Clause 1.1.1(d) above):			
1	Operations	The Applicant should have been in commercial operation for at least one (1) calendar year (viz at least 12 months), in the last two financial years (computation thereof to include the current financial year in which Application Date lies), wherein it has successfully provided the services claimed by it at S.No. 3 of Appendix IVA	Statutory Auditor/ Chartered Accountant Certificate certifying that Applicant has been in commercial operation for at least one (1) calendar year in the last two financial years, wherein it has successfully provided the services claimed by it at S.No. 3 of Appendix IVA.

2	Online Portal/ Platform maintained by Applicant should provide support to their users with respect to specific parameters	Customer Care Support facility	Self-declaration duly signed by authorized signatory in the format provided in S.No. 4 of Appendix IVA
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Additionally, in case of Category A.1, the Applicants may also demonstrate Desirable Features based on which they shall be accorded “Silver” or “Gold” ranking as explained in the table below:

Desirable Features - Category A.1		
Sub- Category	Desirable Features	Categorization of service providers based on Desirable features
Trading Platforms	<ul style="list-style-type: none"> Real time demand dashboard Price information Wide offline network of collection centres/ procurement 	<ul style="list-style-type: none"> Silver: Provides at least 2 features Gold: Provides all features
Transportation	<ul style="list-style-type: none"> Insurance Service for commodities Valid Trucks Registration, commercial driving Licenses, Vehicle Insurance Breakdown service First mile and last mile connectivity 	<ul style="list-style-type: none"> Silver: Provides at least 3 features. Gold: Provides all features
Quality assaying service providers	<p><u>Lab based service providers</u></p> <ul style="list-style-type: none"> Should follow standard quality assaying parameters- DMI/ AGMARK, BIS Preferred to have NABL certification <p><u>Smart phone-based service provider</u></p>	<p><u>Lab based service providers</u></p> <ul style="list-style-type: none"> Silver: Should follow standard quality assaying parameters- DMI/ AGMARK BIS Gold: Provides all features <p><u>Smart phone-based service provider</u></p> <ul style="list-style-type: none"> Silver: Follow standard quality assaying parameters-

	<ul style="list-style-type: none"> Follow standard quality assaying parameters- DMI/ AGMARK, BIS/ industry standards Accuracy >70% 	DMI/ AGMARK, BIS/Industry standards <ul style="list-style-type: none"> Gold: Features under Silver and Accuracy >95%
Cleaning, Sorting, Grading & Packaging Service Providers	Not Applicable	Not Applicable
Storage facility Service Providers	<ul style="list-style-type: none"> Insurance service provision to depositors Infrastructure Guidelines* WDRA accreditation[#] Adoption of modern technology like Radiation technology to increase shelf life, Automation etc., Ownership (Own/ Lease/franchise) 	<ul style="list-style-type: none"> Silver: Provides at least 3 features. Gold: Provides all features. (In terms of ownership of warehouse, it shall operate under any 2 among own, lease, franchise models)

* Kindly refer Notes in Appendix IV B for meaning of “Infrastructure Guidelines”

To qualify, at least 5% of warehouses shall be WDRA accredited. This will also include warehouses which are eligible and applied for WDRA accreditation, but results are awaited, at the time of RFQ issue

Note: Applicant has to provide Self-declaration duly signed by authorized signatory in the format provided in Appendix IVB, in respect of the Desirable Features mentioned hereinabove.

Table III. Specific Eligibility Criteria- for Applicants under Category B:

S. No.	Items	Criteria	Supporting Documents as Proof
1	Operations	The Applicant should	Statutory Auditor/

		have been in commercial operations for at least 3 calendar years wherein the trading portal has successfully provided end to end services for the trading of agriculture produce as per the services claimed by it at S.No. 3 of Appendix IVA	Chartered Accountant Certificate certifying that Applicant has been in commercial operations for at least 3 calendar years wherein the trading portal has successfully provided end to end services for the trading of agriculture produce as per the services claimed by it at S.No. 3 of Appendix IVA
2	Online Portal/ Platform maintained by Applicant should provide support to their users with respect to specific parameters	Customer Care Support facility	Self-declaration duly signed by authorized signatory in the format provided in S.No. 4 of Appendix IVA

B. Financial Capacity

Without prejudice to the above requirement of demonstrating Technical Capacity, the Applicant shall have to fulfil the following conditions (the “**Financial Capacity**”):

- i. For both Category A and Category B, the Applicant shall be required to demonstrate that they have positive Net Worth, in the Financial Year immediately preceding the Application Date.
- ii. For Category B, the Applicant shall be required to demonstrate that they have average annual Turnover of at least INR 5 crore (Five) from Agribusiness, in the last 3 financial years, immediately preceding the Application Date.

For the purpose of this Clause, “Agribusiness” shall mean any activities/ services which are either related to pre harvest or post-harvest including marketing.

The Applicant shall provide certificate(s) from its statutory auditor/chartered accountant in the format provided in Appendix V specifying the Net Worth of the Applicant at the close of the financial year immediately preceding the Application Date and also certifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2.3.

In case of Applicants under Category B, the aforesaid certificate(s) from the statutory

auditor/chartered accountant of the Applicant shall also specify the average annual Turnover of the Applicant in the last 3 financial years, immediately preceding the Application Date, and certify that the methodology adopted for calculating such average annual Turnover conforms to the provisions of Clause 2.2.2.3.

In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make available the aforesaid certificate(s) from its statutory auditor/chartered accountant as mentioned hereinabove, the Applicant shall give an undertaking to this effect and the statutory auditor / chartered accountant shall certify the same. In such a case, the Applicant shall provide the certificate(s) from its statutory auditor/chartered accountant in respect of the financial year preceding the latest financial year.

2.2.2.2 The Applicant shall provide documentary evidence for the aforementioned Technical and Financial Capacity as specified in Clause 2.2.2.1.

2.2.2.3 Submission in support of Technical Capacity and Financial Capacity

- a) The Applicant shall submit the details of fulfillment of the Technical Capacity as per the format provided in Appendix IV, Appendix IVA and Appendix IV B, if applicable. In support of demonstration of the Technical Capacity, the Applicants shall submit the requisite documents mentioned in Clause 2.2.2.1.
- b) The Applicant shall submit the details regarding fulfillment of the Financial Capacity in the format provided in Appendix V, along with the requisite supporting documents mentioned in Clause 2.2.2.1.

For the avoidance of doubt, “**financial year**” shall, for the purposes of the Application hereunder and for the purpose the Application Documents and this RFQ, mean the accounting year followed by the Applicant in the course of its normal business.

For the purposes of this RFQ, the

- (i) capitalised term “**Net Worth**” means
 - a. in case the Applicant is a company- the aggregate value of the paid-up share capital and all free reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write – back of depreciation and amalgamation.
 - b. In case the Applicant is any other entity- the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value

of the intangible assets.

- (ii) For the purposes of this RFQ, “**Turnover**” means:
- a. in case the Applicant is a company- the aggregate value of the realization of amount made from the supply of services rendered, or both, by the entity during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.
 - b. in case the Applicant is any other legal entity- the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and financial investments such as stock shares in companies.

In computing the Technical Capacity and Financial Capacity of the Applicant under Clause 2.2.2.1, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. The definition of Associate has been provided herein in this RFQ in the Explanation to Clause 2.2.1 (c). It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to demonstrate that a person is an Associate of the Applicant, as the case may be.

2.2.2.4 Currency conversion rate

For conversion of US Dollars to Rupees, the rate of conversion shall be exchange rate issued by Reserve Bank of India on the Bid Due Date as. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a 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 the 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 of

Empanelment 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
- IVA Self-Declaration by the Applicant towards fulfilment of Technical Capacity
- IVB Self-Declaration by the Applicant towards fulfilment of Desirable Features to be demonstrated in case of Category A.1(if applicable)
- V. Financial Capacity of the Applicant
- VI. Application Checklist
- VII. Instructions for Online Application Submission

2.8 Clarifications

2.8.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing by e-mail to the email ID specified in Clause 1.2.7. They may send in their queries as specified in Clause 1.3. The Authority shall endeavor to respond to the queries.

2.8.2 The Authority shall endeavor to respond to all 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 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 Intentionally left blank

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 in the required formats and are complete in all respects. Incomplete and /or conditional Applications shall be rejected.

2.10.2 The Applicant shall submit its Application along with all appendices as prescribed under this RFQ, The detailed procedure for submission of the Application on the has been provided in Appendix VII.

2.10.3 The Applicant shall also submit a hard copy of 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;
- c) Power of Attorney for signing of Application 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 above mentioned Enclosures of Application shall also be emailed to nam@sfac.in 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 (i) The Applicant shall submit the Technical Application comprising of following documents along with supporting documents as appropriate:

- (a) Appendix I - Letter comprising the Application
- (b) Appendix II - Details of the Applicant
- (c) Appendix III - Power of Attorney for Signing of Application in favor of the Authorized Signatory along with board resolution or relevant extract of charter document in favor of executant
- (d) Appendix IV - Technical Capacity of the Applicant with supporting documents
- (e) APPENDIX IVA: Self-Declaration by the Applicant towards fulfilment of Technical Capacity

- (f) APPENDIX IVB: Self-Declaration towards Desirable Features to be demonstrated by Applicants in case of Category A.1 (if applicable)
- (g) Appendix V - Financial Capacity of Applicant with supporting documents
- (h) Appendix VI - Application checklist

2.11.2 The Applicant shall submit the Application in the format specified in Appendices I-VI, including the documents specified in Clause 2.11.1

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 Service Providers for integration with 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, 5th floor, 3, Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016

E-MAIL ADDRESS: 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 Submission

Applications comprising of the documents listed at Clause 2.11.1 of the RFQ as hard copy of the Enclosures of Application shall be submitted at the address specified in Clause 2.11.3 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.

2.13 Intentionally left blank

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 after the submission.

2.15 Opening of Applications

The Authority shall open Applications and Application of only those Applicants whose Applications have been received physically with complete appendices and whose Enclosures of Application. 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 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.

2.19 Correspondence with the Applicant

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

SECTION 3

EVALUATION OF APPLICATIONS

3.1 Evaluation of Applications

- 3.1.1 The Authority shall open the Applications as prescribed in the schedule of Application Process.
- 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 empanelment 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 a 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 substantially responsive to the requirements of this RFQ. An Application shall be considered substantially responsive only if it fulfils all the below mentioned requirements without any material deviation or reservation:
 - a. Application is as per the format specified in the Appendices;
 - 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,
- e. Demand Draft 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 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 not substantially 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 Empanelment of Applicants

3.3.1 The Authority, after determining that the Application has passed the test of responsiveness, shall evaluate the Applications submitted by the Applicants and ascertain whether the Applicants have fulfilled the Minimum Eligibility Criteria stated in Clause 2.2.2.1 of this RFQ. The Applicants whose Applications fulfill the Minimum Eligibility Criteria of this RFQ shall be declared eligible for empanelment with the Authority for the provision of Services under this Project (“**Selected Applicant(s)**”).

3.3.2 The Applicant(s) selected for empanelment shall be issued a Letter of Empanelment (“**LOA**”) in duplicate within the timeline stipulated in Clause 1.3, by the Authority and the Selected Applicant(s) shall within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

3.3.3 After acknowledgement of the LOA as aforesaid by the Selected Applicant(s), the Authority shall execute the Letter of Empanelment with the Selected Applicant(s), which shall govern the provision of Services and terms thereof within the specified time frame. The Selected Applicant(s) shall not be entitled to seek any deviations in such Letter of Empanelment.

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 empaneled for any Project 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 the Selected Applicant(s), 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

Intentionally left blank

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.

APPENDIX I

LETTER COMPRISING THE APPLICATION

To:
Director, SFAC
NCUI Auditorium Building,
5th floor, 3, Sri Institutional Area,
August Kranti Marg, Hauz Khas,
New Delhi: 110016

Sub: *Application for Empanelment of Service Providers for integration with e-NAM.*

Dear Sir,

1. With reference to your RFQ document dated xx/xx/xxxx, We, having examined the Application Documents and understood their contents, hereby submit our Application for the Project. The Application is unconditional and unqualified.
2. 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 the Service Provider for undertaking the Project.
4. We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Application.
5. 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. We declare that

- a) We have examined and have no reservations to the Application Documents, including any Addendum issued by the Authority;
 - b) We do not have any Conflict of Interest in accordance with Clause 2.2.1 (c) of the RFQ;
 - c) 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) 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. 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. We believe that we meet all the requirements related to Technical Capacity and Financial Capacity as specified in this RFQ.
 10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted nor have had 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. We further certify that in regard to matters relating to security and integrity of the country, 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. 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. 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 and we shall intimate the Authority of the same immediately.
 14. We undertake that the Power of Attorney in favour of the authorized signatory for signing of Application, as per the format provided at Appendix III of the RFQ, is also enclosed.

15. We are a [*insert nature of entity being a company/ partnership firm, agricultural cooperative society/ farmers producer organization etc.*] incorporated/ registered under [*insert name of law*], as of the Application Date.
16. 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, or in connection with the Application Process itself, in respect of the Project and the terms and implementation thereof.
17. In the event of our being declared as the Selected Applicant(s), we agree to provide the Services in accordance with the terms and conditions provided in the Letter of Empanelment issued by the Authority. We agree not to seek any changes in the aforementioned Letter of Empanelment and agree to abide by the same.
18. We have studied all the Application Documents carefully. We understand that except to the extent as expressly set forth in the Letter of Empanelment for provision of Services to be issued by the Authority, 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. We have enclosed proof of payment of the Document Fee in accordance with the RFQ and in the form of original DD
20. We agree and understand that the Application is subject to the provisions of the Application Documents. In no case, we shall have any claim or right of whatsoever nature if we are selected for empanelment for the Project
21. We agree and undertake to abide by all the terms and conditions of the RFQ

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

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (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) Telephone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:

5. The following information shall also be provided for the Applicant and/ or Associate¹:

Name of Applicant:

No.	Criteria	Yes	No
1.	Has the Applicant/ its Associate been blacklisted/ barred by the {Central/State} authority, or any other government institution in India, from participating in any project.		
2.	If the answer to 1 is yes, does the blacklisting/ bar subsist as on the date of Application?		

¹ Provide details of only those Associates whose Technical Capacity and Financial Capacity are to be evaluated

3.	Has the Applicant/ its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three (3) years?		
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6. 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.)

APPENDIX III

Power of Attorney for Signing of Application

Know all men by these presents, We, _____ (name of the entity 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 the project related to *Empanelment of Service Providers for integration with e-NAM* (“Project”) 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 empanelment thereof to us and/ or till the completion of the Project as per the contract(s) for provision of Services executed 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).*

APPENDIX IV

Technical Capacity of the Applicant

(refer Clause 2.2.2.1(A) of the RFQ)

Applicant to demonstrate the compliance of technical capacity as per the submissions to be made in accordance with above referred clause, and compliance check detailed in the table below:

Category	<i>[specify the exact Category viz. Category A.1 and/ or A.2 and/ or B, against which the Application is being submitted by the Applicant]</i>
Services Provided	<i>[specify the exact nature of services being provided by the Applicant vis-à-vis the list of services mentioned in Clause 1.1.1(d), against which the Application is being submitted by the Applicant]</i>

S. No.	Supporting Documents as Proof (Clause 2.2.2.1(A))	Compliance Status [Insert - Submitted or Not Submitted, as the case may be]	Page No.
1	Copy of Incorporation/ Registration Certificate; and GST Registration Certificate		
2	Statutory Auditor/ Chartered Accountant Certificate certifying the number of years for which the Applicant has been in commercial operations as per the requirement mentioned in Table II and Table III Clause 1.1.1(d) of the RFQ. <i>(Please refer Table II and Table III for the exact language of the certification to be provided by the Statutory Auditor/ Chartered Accountant Certificate in this regard)</i>		
3	Self-declaration duly signed by authorized signatory to demonstrate fulfilment of other Technical Capacity criteria to be provided in the format provided in Appendix IVA below.		

APPENDIX IVA

DECLARATION

(Self-declaration on the Applicants letterhead duly signed by authorized signatory of the Applicant)

S. No.	Particulars	Details
1.	Name of the Online portal of the Applicant	
2.	Website link	
3.	<p>Type of services provided</p> <p><i>(please refer the list of services mentioned in Category A1, A2 and B in Section II of Annexure II of the Letter of Empanelment (Scope of Services) and specify the exact Category(ies) (sub-category(ies)) and service against which the Application is being submitted by the Applicant.</i></p> <p><i>In case of services provided under Category B, the Applicant shall specify all the end-to-end services of the agri-value chain being provided by the Applicant which shall include at the very minimum, services related to quality assaying, trading, payment system and logistics.</i></p> <p><i>In case of services provided under Category A.1, the Applicant shall provide details with respect to the features mentioned in Appendix IV B)</i></p>	<p>Category(ies) [**]</p> <p>Services Provided: [**]</p>
4.	<p>Support facilities on the Platform maintained by Applicant to provide support to their users with respect to specific parameters.</p> <p><i>(Please refer the list of support features</i></p>	

	<p><i>required to be provided by the online portal against the respective categories as mentioned in Clause 2.2.2.1(A) of the RFQ at S.No. 2 of:</i></p> <p><i>Sub-point (A) of Table II (Trading Platforms, (B) of Table II (Transportation Service Providers), sub-point (C) of Table II (Quality Assaying Service Providers), sub-point (D) of Table II (Cleaning, Sorting, Grading & Packhouse Service Providers), sub-point (E) of Table II (Storage facility Service Providers), sub-point (F) of Table II (Other supporting service providers), Table III (End-to-End Service Providers under Category B).</i></p> <p><i>From the aforesaid, please specify the support features available on the online portal of the Applicant against the relevant category(ies))</i></p>	
5.	<p>Description of services offered in the portal for integration.</p> <p><i>(Applicant to provide detailed description of the services mentioned in S.No.3 above)</i></p>	
6.	<p>Details of Support Infrastructure/equipment / technology available</p>	
7.	<p>User base: Following Details to be furnished:</p> <p>(a) approximate number of users registered with the portal in respect of the services claimed at S.No. 3 above;</p> <p>(b) average visitor count on portal.</p>	

Date:

(Signature of the Authorised signatory)

8.	Area of operation: Specify whether services available: Pan India/ State level/ district level/ any selected locations (<i>specify State/ Districts/ other locations</i>)	
----	---	--

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Applicant

APPENDIX IV B

Desirable Features to be demonstrated by Applicants in case of Category A.1

(Self-declaration on the Applicants letterhead duly signed by authorized signatory of the Applicant)

In case of Category A.1, the Applicants may also demonstrate the following Desirable Features as mentioned in Clause 2.2.2.1 (A) of the RFQ Table II.

Fill the details in the table which corresponds to the exact category(ies) as specified in S. No. 3 Appendix IV A:

Trading Platforms- Desirable Features		
S. No	Particulars	Details
1.	Specify which of the following Desirable features are available/satisfy <ul style="list-style-type: none">• Real time demand dashboard• Price information• Wide offline network of collection/ procurement centres	
Additional Information		
2.	Number of Commodities and Major names of commodities handled	
3.	Available Infrastructure Facilities (Collection centres/ Procurement centers etc.,)	
4.	Location of Facilities	
5.	Quality maintaining mechanism	
6.	Overall process flow including quality assaying, Payment mechanism- Mode of payment, number of days to pay farmers etc.,	

Transportation- Desirable Features		
S. No	Particulars	Details

1.	Specify which of the following Desirable features are available/satisfy <ul style="list-style-type: none"> • Insurance Service for commodities • Valid Trucks Registration, commercial driving Licenses, Vehicle Insurance • Breakdown service • First mile and last mile connectivity 	
Additional Information		
2.	Please specify if trucks possess national permit	
3.	Type of Vehicles (Refeer Vans, Containers etc.) along with Capacity	
4.	Quality maintaining mechanism	
5.	Overall process flow including provision of loading and unloading services, Online booking process, payment procedure etc.,	

Quality assaying service providers- Desirable Features		
S. No	Particulars	Details
1.	Specify which of the following Desirable features are available/satisfy <p><u>Lab based service providers</u></p> <ul style="list-style-type: none"> • Should follow standard quality assaying parameters- DMI/ AGMARK, BIS • Preferred to have NABL certification <p><u>Smart phone-based service provider</u></p> <ul style="list-style-type: none"> • Follow standard quality assaying parameters- DMI/ AGMARK, BIS/ industry standards 	

	<ul style="list-style-type: none"> Accuracy >70% 	
Additional Information		
2.	List of commodities	
3.	Quality parameters measured	
4.	Sampling and assaying procedure	
5.	Type of technology	
6.	Names and details of equipment including Equipment calibration method- AgMark/ BIS/ NABL, Accuracy	
7.	Tariffs/ user charges	

Cleaning, Sorting, Grading & Packaging Service Providers- Additional Information		
S. No	Particulars	Details
1.	Detailed description of Services offered including Facilities, equipment available	
2.	List of commodities that can be handled, Handling Capacity	
3.	Location of facilities	
4.	Quality maintaining mechanism	
5.	Tariffs/ user charges	
6.	, Type of packaging material- crates/ bags/ cartons etc., details of standards followed for packaging	

Storage facility Service Providers - Desirable Features		
S. No	Particulars	Details
1.	Specify which of the following Desirable features are available/ satisfy <ul style="list-style-type: none"> Insurance service provision to depositors 	

	<ul style="list-style-type: none"> • Adherence to Infrastructure guidelines* • WDRA accreditation: To qualify, at least 5% of warehouses shall be WDRA accredited. This will also include warehouses which are eligible and applied for WDRA accreditation, but results are awaited, at the time of RFQ issue <i>(Specify the percentage of warehouses accredited)</i> Adoption of modern technology like Radiation technology to increase shelf life, Automation etc., <i>(Specify the technology)</i> • Ownership (Own/ Lease/franchise) <i>Provide details of ownership (Own/ lease/ franchise-percentage of warehouses)</i> 	
Additional Information		
2.	Type of storages: Regular warehouse/ Cold storages and number, other Temperature controlled storage facility;	
3.	Provision of services like fumigation, Rodent control etc.,	
4.	Other Modern Technologies	
5.	Location of facilities	
6.	Process flow including on ground operations, supporting services like assaying, weighing etc., Online booking process (if available)	
7.	Quality maintaining mechanism	
8.	Approximate Tariff/ user charges	

**"Infrastructure Guidelines" in case of Storage facility Service Providers, for the purpose of this RFQ shall have the meaning set forth below:*

- *The warehouses shall be structurally sound on account of engineering considerations and functionally suitable to store the agricultural produce as per Central Warehousing Corporation (CWC) or Food Corporation of India (FCI) or any other standard specifications laid down in this behalf may be adopted.*
- *Shall be properly ventilated, shall have well fitted shutters, air inlets and ventilators and shall be waterproof (control of moisture from floor, walls and roof etc.).*
- *Shall have a minimum plinth height of 2.5 feet and minimum plinth projection of 1.5 feet all around the storage infrastructure for protection from rodents. However, for smaller storage infrastructure up to 500 MT plinth height should be a minimum of 1.5 feet and minimum plinth projection of 1.5 feet at the entry points for protection from rodents.*
- *Shall have protection from birds (air inlets / ventilators with wire mesh).*
- *Shall have openings such as shutters, air inlets etc. in such a manner that the storage infrastructure can be sealed for effective fumigation etc.*
- *The Storage infrastructure complex shall have an easy approach road, pucca internal roads, proper drainage, arrangements for effective control against fire and theft and also have arrangements for easy loading and unloading of stocks.*
- *Only removable steps are to be provided.*

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Applicant

APPENDIX V

Financial Capacity of the Applicant

(to be certified by the statutory auditor/ chartered accountant)

(refer Clause 2.2.2.1(B) of the RFQ)

Criteria	Value (In Rs. Crore)
Net Worth as on 31/03/2021 (applicable for both Category A and Category B Applicants)	
Average Annual Turnover from Agribusiness in the last 3 (three) financial years immediately preceding the Application Date i.e. 2018-2019, 2019-2020 & 2020 - 2021 (applicable only for Category B Applicants)	

It is certified that the calculation of Net Worth [and average annual Turnover]² has been carried out as per the formula presented in the Clause 2.2.2.3 of the RFQ.

Name and Signature of Authorized Signatory of Statutory Auditor

Name of Applicant

Instructions:

- i. For both Category A and Category B, the Applicant shall be required to demonstrate that they have positive Net Worth, in the Financial Year immediately preceding the Application Date.
- ii. For Category B, the Applicant shall be required to demonstrate that they have average annual Turnover of at least INR 5 crore (Five Crore) from Agribusiness in the last 3 financial years, immediately preceding the Application Date. "Agribusiness" shall mean any activities/ services which are either related to

² To be inserted only for Applicants under Category B

pre harvest or post-harvest including marketing.

- iii. The Applicant shall provide certificate(s) from its statutory auditor/chartered accountant specifying the Net Worth of the Applicant at the close of the financial year immediately preceding the Application Date and also certifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2.3.
- iv. In case of Applicants under Category B, the aforesaid certificate(s) from the statutory auditor/chartered accountant of the Applicant shall also specify the average annual Turnover of the Applicant in the last 3 financial years, immediately preceding the Application Date, and also certify that the methodology adopted for calculating such average annual Turnover conforms to the provisions of Clause 2.2.2.3.
- v. In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make available the aforesaid certificate(s) from its statutory auditor/chartered accountant as mentioned hereinabove, the Applicant shall give an undertaking to this effect and the statutory auditor / chartered accountant shall certify the same. In such a case, the Applicant shall provide the certificate(s) from its statutory auditor/chartered accountant in respect of the financial year preceding the latest financial year.

APPENDIX VI

Application Checklist

S. No	Item	Checked by Applicant	Checked by Authority
1	Letter comprising the Application (Appendix I)		
2	General Information of Applicant (Appendix II)		
3	Power of Attorney for signing of Application (Appendix III) accompanied by a board resolution or charter document in favour of the executant.		
4	Technical Capacity of the Applicant (Appendix IV) including all supporting documents		
5	Self-Declaration by the Applicant towards fulfilment of Technical Capacity (Appendix IVA) and (Appendix IV B, if applicable)		
6.	Financial Capacity of the Applicant (Appendix V) including all supporting documents		
7	Incorporation or Registration certificate		
8	Document Fee (in the form of a Demand Draft)		
9	GST Registration Certificate		

APPENDIX VII

Instructions for Application Submission

The following are the guidelines to be followed by the Applicants during the submission of the respective Applications.

The Applicants are required to submit soft copies of their Applications electronically at nam@sfac.in

PREPARATION OF APPLICATIONS

- 1) Please go through the document carefully to understand the documents required to be submitted as part of the Application. Please note the number of covers in which the Application 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 Application.
- 2) Applicant, in advance, should get ready the Application documents to be submitted as indicated in the document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Application documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

SUBMISSION OF APPLICATIONS

- 1) Applicant should submit the application well in advance. Applicant will be responsible for any delay due to other issues.
- 2) 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 Application submission, otherwise the Application will be rejected.
- 3) The Application summary has to be printed and kept as an acknowledgement of the submission of the Application.

ASSISTANCE TO APPLICANTS

- 1) Any queries relating to the document and the terms and conditions contained therein should be addressed to the Inviting Authority or the relevant contact person.

VOLUME II

Letter of Empanelment
(please refer Clause 1.1.5 of the RFQ)

SMALL FARMERS' AGRICULTURE BUSINESS CONSORTIUM
NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi, 110016

Dated: [**]

Sub: Empanelment of Applicant for provision of various services on e-NAM platform as per RFQ dated []**

Dear Applicant,

We had invited applications from eligible Applicants for provision of various services in the agriculture value chain, for all trades which are conducted and completed on the e-NAM platform in India, and we had released a Request for Qualification (“RFQ”) dated [**] in furtherance of the same.

We received your application from M/s [***] dated [***] in response to the RFQ and have evaluated the same. Pursuant to such evaluation, we have approved and selected your application for the purpose of empanelment. This letter is to inform that M/s [***] has been selected for empanelment with the Small Farmers' Agri Business Consortium (SFAC) as of the date of this letter. The empanelment and related transactions shall be subject to the terms and conditions (viz, Annexure I) attached with this letter, which shall form an integral part of this letter of empanelment. The empanelment shall entail your eligibility in regard to provision of the services as enumerated in Annexure II hereto.

Please ensure your presence at SFAC's office on [**] at [**] through your duly authorised signatory for execution of this contract for empanelment.

Regards,

Mr./Mrs./Ms. [*****]

Director,

Small Farmers' Agri Business Consortium
NCUI Auditorium Building, 5th Floor,
3, Siri Institutional Area, August Kranti Marg, Hauz Khas
New Delhi – 110016 Email: nam@sfac.in

Annexure I

Terms and Conditions

1. Definitions

In these terms and conditions, the following expressions shall (where the context so admits) have the following meaning:

- 1.1 “**Affected Party**” shall have the meaning set forth in Clause 6.1;
- 1.2 “**APMC**” shall mean Agricultural Produce Market Committee;
- 1.3 “**Applicant**” shall mean [*****Selected Applicant Entity's Name*****];
- 1.4 “**Applicant Default**” shall have the meaning set forth in Clause 7.1;
- 1.5 “**Application**” shall mean the application dated [***] submitted by the Applicant in furtherance of the RFQ;
- 1.6 “**Arbitration Act**” shall have the meaning as set forth in Clause 9.2 hereto;
- 1.7 “**Authority**” shall mean the Small Farmers’ Agri Business Consortium;
- 1.8 “**Authority Default**” shall have the meaning set forth in Clause 7.3 hereto;
- 1.9 “**Dispute**” shall have the meaning set forth in Clause 9.1 hereto;
- 1.10 “**DOA**” shall have the meaning set forth in Clause 3A;
- 1.11 “**e-NAM**” shall mean e-National Agricultural Market;
- 1.12 “**Force Majeure/ Force Majeure Event**” shall have the meaning set forth in Clause 6.1 hereto;
- 1.13 “**Indemnified Person**” shall have the meaning set forth in Clause 8 hereto;
- 1.14 “**Letter**” shall collectively mean this letter of empanelment dated [***], the terms and conditions attached therewith at Annexure I hereof and the scope of services set out in Annexure II;
- 1.15 “**Material Adverse Effect**” means a material adverse effect of any act or event or the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Letter and which act or event causes a material financial burden or loss to either Party;
- 1.16 “**MoA&FW**” shall mean the Ministry of Agriculture and Farmers’ Welfare;
- 1.17 “**Project**” shall mean the provision of Services on the e-NAM platform, in accordance with this Letter and the RFQ;
- 1.18 “**RFQ**” shall mean the Request for Qualification, and the terms and conditions contained therein, published by the Authority;
- 1.19 “**SAMB**” shall mean the State Agricultural Marketing Board;
- 1.20 “**Services**” shall have the meaning set forth in Clause 2.2 hereto as per the scope delineated at Annexure II;
- 1.21 “**SFAC**” shall mean Small Farmers Agri-Business Consortium;
- 1.22 “**Term**” shall have the meaning set forth in Clause 3.1.

2. General Terms and Scope of Services

- 2.1 The empanelment of the Applicant shall be subject to this Letter and the RFQ.
- 2.2 The Applicant shall integrate with the eNAM platform for providing various services (“**Services**”) across the agriculture value chain, as may be opted by selected service provider basis what is required by the users, as more specifically set out at Annexure II (Scope of Services).
- 2.3 The Applicant shall not assign (through any device or arrangement whatsoever), its empanelment hereunder to provide Services under the Project to any third party during the Term.
- 2.4 The Parties may mutually decide and agree on terms and conditions including rates that the Authority may charge in connection with the integration/ inter-operability that is undertaken under this Letter; and for this purpose, if required, may execute an amendatory instrument.

3. Term of Empanelment

- 3.1 The Applicant shall be validly empanelled for a period commencing from the date of signing of this Letter by the Applicant, until its termination in writing by either party (hereinafter referred as the “**Term**”) with prior written notice of 30 days.
- 3.2 The Applicant shall provide the Services for the Term in accordance with all applicable laws and any instructions/ guidelines of the Authority as are in force, and as may be amended from time to time. It is clarified that the Applicant in order to legally interoperate with eNAM, it shall have to fulfill the licensing and other applicable requirements, as per the extant laws including APMC Act of the state.

3A. Liability with respect to provision of Services by the Applicant

The individual Agricultural Produce Market Committees (“**APMCs**”), State Agricultural Marketing Boards (“**SAMBs**”), Small Farmers Agri-Business Consortium (“**SFAC**”), Central or State Government departments including the Ministry of Agriculture and Farmers’ Welfare (“**MoA&FW**”), Departments of Agriculture in the State (“**DOA**”) or any other related department or their employees, officials and/ or representatives, shall not be responsible or liable in any manner for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages under any contract, negligence, or other theory arising out of or relating in any way with the provision of Services by the Applicant under this Letter.

All communication, negotiation etc. in relation to the Services provided by such Applicants shall be done by the trader/buyer/farmer directly with the Applicant and the trader/buyer/farmer shall engage such Applicants at their own risk and costs. The individual APMCs, SAMBs, SFAC, Central or State Government departments including the MoA&FW, DOA or other related department expressly disclaim representations or warranties, express or implied, of any kind with respect to the Services offered by the Applicants for the Project, including but not limited to warranties of title or non-infringement or warranties of merchantability and fitness for a particular purpose and shall have no role to play in the further engagement or regulation of such Applicants by the trader/buyer/farmer.

4. Representations and Warranties

4.1 The Applicant by virtue of empanelment hereby represents and warrants that:

- a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Letter and to perform the Services contemplated hereby;
- b) it has taken all necessary corporate and other actions under applicable laws to authorise the execution and delivery of the Services under this Letter and the RFQ, and to validly exercise its rights and perform its obligations under this Letter and the RFQ;
- c) it has the financial and technical standing and capacity to undertake the Services and discharge its obligations hereunder, in accordance with the terms of this Letter and the RFQ;
- d) this Letter constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Letter and the RFQ will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Letter or matters arising thereunder including any obligation, liability or responsibility;
- f) the information furnished in the Application and as updated on or before the date of this Letter is true and accurate in all respects as on the date of this Letter;

- g) the execution, delivery and performance of the obligations under this Letter or the RFQ will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Letter or the RFQ or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Letter or the RFQ;
- i) to the best of its knowledge, it has not violated or defaulted on any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Letter or the RFQ and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Letter or the RFQ;
- j) it has complied with applicable laws in India, in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Letter or the RFQ;
- k) no representation or warranty by it contained herein or in any other document furnished by it to the Authority, or to any government instrumentality in relation to applicable permits, contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty;
- l) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing award of this Project or for influencing or attempting to influence any officer, employee, agent or advisor of the Authority in connection therewith;
- m) it shall be solely and fully responsible for the acts, defaults, omissions and neglects of its personnel including any sub-contractors deputed for undertaking, performing and executing the Services; and

- n) it shall be solely and fully responsible for all payments, salaries, costs, expense and liabilities of its employees, vendors any other personnel engaged by it for the purposes of providing the Services.

4.2 In the event that any occurrence or circumstance comes to the attention of the Applicant that renders any of its aforesaid representations or warranties untrue or incorrect, the Applicant shall immediately notify the Authority of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of the Applicant under this Letter or RFQ.

5. Consideration

The Parties hereby agree that there shall be no monetary consideration for the Services provided under this Letter. However, the Parties understand, agree and consent that in lieu of the Services that are rendered in accordance with terms hereunder, the opportunities and the outreach that provision of said Services shall make available to the Applicant, shall form adequate and sufficient consideration, and in this regard the Parties further agree that the Authority does not, in any way or form, warrant and/ or guarantee any benefits and/ or shall not be liable in any manner whatsoever for the same.

For avoidance of doubt, it is clarified that the Applicant is free to charge fee /levy charges from the users in accordance with the extant APMC regulations and other applicable laws and the Authority does not, in any way or form, warrant and/ or guarantee any such payment/ benefits and/ or shall not be responsible or liable in any manner whatsoever for the same.

6. Force Majeure

6.1 For the purposes of this Letter, “**Force Majeure**” or “**Force Majeure Event**” means an event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the “**Affected Party**”) from performing its obligations under this Letter, and which event or circumstance: (i) is beyond the reasonable control and not arising out of the default, of the Affected Party; (ii) the Affected Party has been unable to overcome by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a material adverse effect on the subsistence of this Letter or the performance of obligations thereunder.

Such events or circumstances shall include, without limitation:

- a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, in each case involving or directly affecting India;

- b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage, in each case within India;
- c) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Project by the Applicant or any such affiliate or any of their respective employees, servants or agents;
- d) strikes, working to rule, go-slows and/ or lockouts, which are in each case widespread, nationwide or political;
- e) any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within India;
- f) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
- g) epidemic or plague within India, including COVID 19 pandemic;
- h) any judgement or order of any court of competent jurisdiction or statutory authority made against the Applicant in any proceedings for reasons other than (i) failure of the Applicant to comply with any applicable law or applicable permit, or on account of any breach thereof, or of any contract by the Applicant, or (iii) enforcement of this Letter, or exercise of any of its rights under this Letter or the RFQ;
- i) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorisation, no objection certificate, consent, approval or exemption required by the Applicant to perform its obligations under this Letter; provided that such delay, modification, denial, refusal or revocation did not result from the Applicant's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorisation, no objection certificate, exemption, consent, approval or permit; and
- j) any event or circumstances of a nature analogous to any events set forth in Clauses (a) to (i), above.

6.2 Measures to be taken by Affected Party

- a) The Affected Party shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with minimum delay.
- b) The Affected Party shall notify the other party of the Force Majeure Event as soon as possible, and in any event not later than 7 (seven) days following the occurrence of such Force Majeure Event:
 - i) providing evidence of the nature and cause of such Force Majeure Event;

- ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Letter;
- iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- iv) any other information relevant to the Force Majeure Event.

The Affected Party shall similarly give notice of the restoration of normal conditions as soon as possible and in no case later than 7 (seven) days from the cessation of a Force Majeure Event.

- c) The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other party of the occurrence of the Force Majeure Event and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Letter.

6.3 Payments

At any time after the date of empanelment, if any Force Majeure Event occurs whereupon the Applicant is unable to provide the Services during the period for which such Force Majeure exists, each Party shall bear their respective costs arising therefrom and therefore, no payment in lieu shall be made by either Party.

6.4 Allocation of costs

Upon the occurrence of any Force Majeure Event during the Term, the Applicant and the Authority shall bear their respective costs and no party shall be required to pay to the other party any costs thereof.

Save and except as expressly otherwise provided in this Letter, neither party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, cost, 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 thereto.

7. Termination

7.1 Save as otherwise provided in this Letter, in the event that any of the defaults specified below shall have occurred (“**Applicant Default**”), and the Applicant fails to cure the default within a cure period of 30 (thirty) days, or such longer period mutually agreed upon between the Parties, the Applicant shall be deemed to be in default of this Letter, unless the default has occurred solely as a result of Force Majeure or due to a default of the Authority. The Applicant Default shall include, without limitation, any of the following defaults:

- a) the Applicant is in material breach of its obligations as laid down in this Letter with respect to any part or aspect of the Project;
- b) the Applicant abandons or manifests intention to abandon its obligations under this Letter without the prior written consent of the Authority;
- c) a breach of any of the terms and conditions of this Letter and/ or the RFQ by the Applicant has caused a Material Adverse Effect;
- d) the Applicant repudiates this Letter or otherwise takes any action or evidences or conveys an intention not to be bound by this Letter;
- e) there is a transfer, pursuant to law either of (i) the rights and/ or obligations of the Applicant under this Letter or of (ii) all or part of the assets or undertaking of the Applicant, and such transfer causes a Material Adverse Effect;
- f) an execution levied on any of the assets of the Applicant has caused a Material Adverse Effect;
- g) the Applicant is adjudged bankrupt or insolvent for the whole or material part of its assets, that has a material bearing on the Project;
- h) the Applicant has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- i) a resolution for winding up of the Applicant is passed, or any petition for winding up of the Applicant is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 15 (fifteen) days of the date thereof or the Applicant is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Applicant are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Applicant under this Letter, and provided further that:
 - i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Letter; and

- ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Letter as at the date of empanelment;
- j) any representation or warranty of the Applicant herein contained which is, as of the date hereof, found to be materially false or the Applicant is at any time hereafter found to be in breach thereof;
- k) the Applicant submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- l) the Applicant has failed to fulfil any obligation, for which failure termination has been specified as a consequence in this Letter; or
- m) the Applicant commits a default in complying with any other provision of this Letter, if such a default causes a Material Adverse Effect on the Authority.

7.2 Without prejudice to any other rights or remedies which the Authority may have under this Letter, upon occurrence of an Applicant Default which is not or cannot be cured within the specified cure period, the Authority shall be entitled to terminate the empanelment granted by this Letter by issuing a termination notice to the Applicant; provided that before issuing the termination notice, the Authority shall, in writing, inform the Applicant of its intention to issue such termination notice and grant 15 (fifteen) days to the Applicant to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the termination notice, subject to the provisions of this Clause.

7.3 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a cure period of 30 (thirty) days or such longer period as has been agreed upon between the Parties, the Authority shall be deemed to be in default of this Letter ("**Authority Default**") unless the default has occurred as a result of any breach of this Letter by the Applicant or due to Force Majeure. The defaults referred to herein shall include:

- a) the Authority commits a material default in complying with any of the provisions of this Letter and such default has a Material Adverse Effect on the Applicant;
- b) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

7.4 Without prejudice to any other right or remedy which the Applicant may have under this Letter, upon occurrence of an Authority Default which remains uncured upon expiry of the cure period, the Applicant shall, be entitled to terminate this Agreement by issuing a termination notice to the Authority; provided that before issuing the termination notice,

the Applicant shall by a notice inform the Authority of its intention to issue the termination notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the aforementioned termination notice.

7.5 Survival of Rights

Notwithstanding anything to the contrary contained in this Letter, any termination pursuant to the provisions of this Letter shall be without prejudice to the accrued rights of either Party including its right to claim and recover damages, and other rights and remedies, which it may have in law or contract.

8. Indemnity

The Applicant shall indemnify, defend, save and hold harmless the Authority and MoA&FW (“**Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Applicant of any of its obligations under this Letter or the RFQ or any related agreement or on account of any defect in the provision of Services by the Applicant, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this on the part of the Indemnified Persons.

The Authority will indemnify, defend, save and hold harmless the Applicant against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of the breach by the Authority of any of its obligations under this Letter, which materially and adversely affect the performance by the Applicant of its obligations under this Letter, save and except where any such claim, suit, proceeding, action, and/ or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Letter or any related agreement and/ or breach of statutory duty on the part of the Applicant, its subsidiaries, affiliates, servants or agents whereupon the same shall be the liability of the Applicant.

9. Dispute Resolution

9.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Letter or the RFQ (including their interpretation), and so notified in writing between the Applicant and the Authority (“**Dispute**”) shall, in the first instance,

be resolved by the Parties through amicable settlement. Either Party may call upon the designated official of the Authority to assist the Parties in arriving at an amicable settlement thereof.

9.2 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.1, shall be finally decided by reference to arbitration. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“**Arbitration Act**”) as amended from time to time. The venue and seat of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

9.3 The arbitration shall be conducted by a sole arbitrator who shall be mutually appointed by the Parties and whose decision shall be final and binding on both the Parties. The arbitrator shall make a reasoned award and such award shall be carried out without any delay.

9.4 Notwithstanding any of the foregoing, but subject to clause above relating to arbitration, the courts in New Delhi shall have exclusive jurisdiction over any Disputes. This Letter shall be construed and interpreted in accordance with and governed by the laws of India.

10. Miscellaneous

10.1 Exclusion of Implied Warranties

This Letter expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

10.2 Survival

Termination shall:

- a) not relieve the Applicant or the Authority as the case may be, of any obligations hereunder which expressly or by implication survive termination hereof; and
- b) except any provision of this Letter expressly limiting the liability of either Party, either Party shall not be relieved of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

10.3 Entire Letter

This Letter, Recitals and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Letter are abrogated and withdrawn.

10.4 Severability

If for any reason whatever, any provision of this Letter is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under Clause 9.

10.5 No Partnership

This Letter shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.6 Third Parties

This Letter is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Letter shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Letter.

10.7 Successors and Assigns

This Letter shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.8 Language

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

10.9 Counterparts

This Letter may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Letter.

10.10 Waiver

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Letter:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Letter;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Letter in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Letter or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

10.11 Notices

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

- (a) in the case of the Applicant, be given by facsimile or e-mail and by letter delivered by hand to *[specify name and address of the Applicant's contact person]* or to such other person as the Applicant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Director, SFAC, NCUI Auditorium Building, 5th floor, 3, Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 with a copy delivered to such other person as the Authority may from time

- to time designate by notice to the Applicant;
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.
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Annexure II Scope of Services

I. Introduction

National Agriculture Market (eNAM) is a pan-India electronic trading (e-trading) portal which seeks to network the existing physical APMCs through a virtual platform to create a unified national market for agricultural commodities. Small Farmers Agribusiness Consortium (SFAC) is the lead agency for implementing eNAM under the aegis of Ministry of Agriculture and Farmers' Welfare, Government of India. eNAM is a "virtual" market, but it has a physical market (mandi) operations at the back end.

The eNAM Portal provides a single window service for all APMC related information and services. This includes information on commodity arrivals, quality, prices, provision to respond to trade offers, electronic auction and electronic payment settlement directly into farmers' account, among other services. The online market aims at reducing transaction costs, bridging information asymmetry, and helping in expanding the market access for farmers. At present, a network of 1000 APMCs are integrated with eNAM across 18 states and 3 UTs.

I. Overview of the eNAM process flow

The eNAM 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 below. The step by step description of the eNAM process flow is as follows:

- **Farmer Registration:** Farmer registration is carried out either at a dedicated Registration Desk or online on the eNAM portal/mobile app 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 eNAM. 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 eNAM 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 eNAM 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 eNAM platform. A sale agreement 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 eNAM payment interface) or through offline channels (via cash or cheque).
- **Gate Exit:** After the successful transfer of payment the lot is allowed to move out of eNAM mandis.



II. Need for integration of Service Providers on eNAM Platform

eNAM has matured over the years and has successfully overcome barriers of traditional mandi trade. Currently, there is a provision of inter-mandi/state trade on eNAM, enabling a farmer to trade and send produce to another mandi within the same state or across different states. Towards the goal of achieving a smooth trade on eNAM, Banks have already been empanelled with eNAM to provide seamless transaction experience for payments. Three other modules namely FPO module, Warehouse based trading module and logistics module have also been recently launched, enhancing the effectiveness of eNAM.

As a way forward to build a robust ecosystem, eNAM is looking for empanelment of various service providers as listed below, having an online portal/platform which could be integrated with the eNAM portal for providing various services across the agriculture value chain, as may be required by the users.

eNAM platform, through this integration is envisaged to convert into a mega platform, namely eNAM Platform of Platforms, by creating integrated value addition ecosystem at single interface, namely, eNAM Platform of Platforms. Interoperability would be allowed with similar private platforms/markets to gain traction & maturity.

The list of the service providers to be integrated with eNAM are as follows:

Category A: Service providers to facilitate trade on the eNAM platform.

This will be the integration of the online platforms of service providers with eNAM platform for seamless provision of services. It may be further sub-divided into categories A.1 and A.2 as mentioned below. However, the online platforms of service providers listed in A.2 shall be made interoperable with eNAM platform through the Single Sign On (SSO) principle.

Category A.1.: These will be the service providers directly facilitating the trade of agriculture produce through provision of any of the following services:

- Trading platforms
- Transportation
- Quality Assaying
- Cleaning, Sorting, Grading & Packaging Services
- Storage facilities

Category A.2.: These will be other supporting service providers such as:

- Agri-input service providers/ aggregators being any of the following, viz.-
 - Technology enabled farm monitoring service providers
 - Agriculture machinery rental platforms
 - Precision farming technology providers
 - Input management service providers- Seeds, pests etc.,
- Technology enabled finance and insurance service providers
 - Insurance service providers
 - Fin-Tech service providers
- Information dissemination portals providing following services-
 - Market Information
 - Advisory services
 - Demand/ supply projections
 - Weather update related service providers
 - Capacity building for farmers
- Others- Service providers who can add value to eNAM and are beneficial to its stakeholders

Category B: End-to-End Service Providers

These will be the service providers providing end to end services for trading of agriculture produce, including at the very minimum, services related to quality assaying, trading, payment system and logistics. The online platforms of these service providers shall be integrated with the eNAM platform.

In case of integration with eNAM Platform, the integration of similar private platforms would happen through Single Sign On (SSO) principle. Herein, a service provider would be able to interact with eNAM Platform via API sharing. A flow of information can be created through tabs on both sides. eNAM Platform stakeholders can click onto the tab on eNAM Platform to access the desired services. Similarly, Service Provider via SSO may access the eNAM Platform and fetch details.

III. Scope of services

For the purpose of eNAM, SFAC is onboarding various service providers to duly undertake in accordance with terms hereof and the Letter of Empanelment, the below-mentioned scope of work–

Basic Services to be provided across categories:

1. Defining Single Sign On (SSO) with eNAM Platform
2. Developing API for required integration
3. Data sharing with eNAM Platform and other related stakeholders on eNAM platform
4. Payment gateway/mechanism for business purpose (Debit Card, BHIM, NEFT, RTGS, IMPS, UPI etc.)
5. Provide necessary assistance in accessing the services by stakeholders,
6. Grievances redressal mechanism- Customer care support

Category Specific Services:

Category A.1:

Under this, service providers shall be required to provide all relevant details/ information of the services provided by them for the purpose of information sharing between the platforms, including but not limited to:

- a. Trading Platforms
 - Registered users' information- buyers, sellers
 - Price/ Market information
 - Real time information sharing
 - Location of collection centres, Procurement centers etc.,
 - Any Tariffs/ charges
 - Details of process flow- Price discovery mechanism, quality assaying, payment mechanism, any on-ground operations etc.,
 - Should provide seamless trading experience
 - Any other detail relevant for the trade as may be sought from it.
- b. Transportation
 - Provision of vehicles
 - Availability of types of vehicles
 - Real – time tracking of vehicles
 - First mile & last mile connectivity
 - Transit insurance
 - Quality maintaining mechanism
 - Online booking facility, if available
- c. Quality assaying service providers:
 - Location

- Services offered- Details of equipment available, Commodities assayed, technology used- AI/ ML based algorithms etc.,
 - Follow Assaying standards- DMI/ BIS etc.,
 - Tariffs/ user charges
 - Standard Operating Procedure for sampling and assaying of the produce
 - Real time/seamless transfer of assaying results
- d. Cleaning, grading, sorting and packhouse service providers:
- Location
 - Services offered- Facilities, equipment available, List of commodities that can be handled, Handling Capacity.
 - Quality maintaining mechanism
 - Tariffs/ user charges
- e. Storage facility service providers:
- Storage facility location
 - Types of storage facilities
 - Online booking facility (if available)
 - On ground operations like unloading, bagging, quality testing, weighing etc, as required
 - Capacity available
 - Approximate Tariff/ user charges
 - Quality maintaining mechanism
 - Insurance facility

Category A.2:

Under this, the respective other service providers as listed in Category A.2 in Section II above shall be required to provide all relevant details/ information of the services provided by them for the purpose of information sharing between the platforms, including but not limited to:

- Details of services provided
- Real time information sharing
- On ground operations
- Online booking facility/ service request facility
- Display Tariffs/ charges
- Quality maintaining mechanism
- Standard Operating Procedure

Category B:

Under this, the respective service providers providing end to end services for trading of agriculture produce including at the very minimum services related to quality assaying, trading, payment system, logistics, as mentioned in Section II above, shall be required to provide all

relevant details/ information of the services provided by them for the purpose of information sharing between the platforms, including but not limited to:

- Registered users' information- buyers, sellers
- Real time information sharing
- Any Tariffs/ charges
- Details of process flow- Price discovery mechanism, quality assaying, payment mechanism, logistics, on-ground operations, input supply, financing etc.,
- Should provide seamless trading experience
- Any other detail relevant for the trade as may be sought from it.