



**GOVERNMENT OF INDIA
MINISTRY OF AGRICULTURE & FARMERS WELFARE
DEPARTMENT OF AGRICULTURE, CO-OPERATION & FARMERS WELFARE
DIRECTORATE OF MARKETING & INSPECTION
HEAD OFFICE, “A”-BLOCK, NEW BUILDING, CGO COMPLEX, NH-IV,
FARIDABAD-121 001
Ph:-0129- 2434348 (e-mail: rgs-agri@nic.in)**

Request for Proposal (e- Tender)

for

**Engagement of Consultant for “Evaluation
and Impact Assessment of Sub-scheme
Agricultural Marketing Infrastructure (AMI)
of Integrated Scheme for Agricultural
Marketing (ISAM)”**

Tender No. : M-11011/10/Evaluation Study/2017-AMI

(visit also at www.dmi.gov.in)

Government of India
Ministry of Agriculture & Farmers Welfare
(Department of Agriculture, Cooperation & Farmers Welfare)

DISCLAIMER

The information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Government of India, Ministry of Agriculture & Farmers Welfare (Mo A & FW) (Department of Agriculture, Cooperation & Farmers Welfare) is provided to Applicants on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the Ministry of Agriculture & Farmers Welfare (herein after, MoA & FW) to the prospective applicants or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not 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 in the law expressed herein.

Mo A& FW also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. Mo A& FW may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of the RFP does not imply that MoA & FW is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and MoA & FW reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MoA & FW or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and MoA& FW shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection Process.

Section - 1

Letter of Invitation

M-11011/10/Evaluation Study/2017-AMI
Government of India
Ministry of Agriculture and Farmers Welfare
Department of Agriculture, Cooperation and Farmers Welfare
Directorate of Marketing and Inspection
Head Office 'A' Block, New Building, CGO Complex, NH- IV, Faridabad-121001

Dated: 02nd June, 2017

TENDER NOTICE

Subject: e-Tender for Evaluation and Impact assessment of Sub-scheme Agricultural Marketing Infrastructure (AMI) of Integrated Scheme for Agricultural Marketing (ISAM) and their effectiveness in promotion and development of Agricultural Marketing Infrastructure in reference to Storage Infrastructure and Agricultural Marketing Infrastructure other than Storage Infrastructure in the country-reg.

For and on behalf of President of India, e-bids are invited in two (Prequalification/Technical and Financial) bids system from reputed and experienced consultancy firms / company / Joint Ventures / Universities and Institutes of Central Govt. ICAR for evaluation study and Impact assessment of Sub-scheme Agricultural Marketing Infrastructure (AMI) of Integrated Scheme for Agricultural Marketing (ISAM) and their effectiveness in promotion and development of Agricultural Marketing Infrastructure in reference to Storage Infrastructure and Agricultural Marketing Infrastructure other than Storage Infrastructure in the country

2. In case your firm/institution interested in undertaking the above said study and fulfil the eligibility criteria, you are requested to apply in the prescribed proforma contained in RFP document (Technical bid and Financial bid separately). The bids may be submitted only in online mode on Central Public Procurement Portal (<http://eprocure.gov.in>). The EMD may be submitted either physically in the form of Demand Draft in favour of "PAO (PPM), Faridabad" payable at Faridabad to the office of Dy. Agricultural Marketing Adviser (AMI Division), Directorate of Marketing & Inspection, "A" Block, New Building, CGO Complex, NH-IV, Faridabad, OR online through RTGS/NEFT in the account given below, on or before 15:00 hrs. of 22nd June, 2017. If EMD submitted online through RTGS/NEFT, the details of the same may also be uploaded online along with Technical proposal.

Account No. 30104398045 [in the name of PAO (PPM)]

Bank: - State Bank of India

State: - Haryana District & City: - Faridabad

IFSC Code: - SBIN0000734

MICR Code: - 110002195

Branch Code: -000734

3. All the required documents (self attested) in support of eligibility criteria are to be submitted along with the tender documents. All tender documents should be numbered serially. Proposals may be submitted online at <http://eprocure.gov.in> after perusal of the detailed

instructions for bidders. Details of the scheme are available at <http://dmi.gov.in> and <http://agmarknet.gov.in>. It is mandatory for the Agency to submit proposal online within stipulated time failing which the proposal are liable to be rejected.

4. DMI reserves the right to cancel the tender at any time / stage or relax /amend / withdraw any of the terms and conditions contained in the Tender documents without assigning any reasons, thereof.
5. Complete tender documents may be downloaded from the website of Central Public Procurement Portal (CPPP) <http://eprocure.gov.in> & also from website of Directorate of Marketing & Inspection (www.dmi.gov.in) and on the Website of Department of Agriculture, Cooperation & Farmers Welfare (www.agricoop.nic.in). All queries relating to the process of online bid submission may be directed to the 24X7 CPP Portal Helpdesk.

Sd/-

Dy. Agricultural Marketing Adviser
Tel. No. 0129-2434348

Section - 2

Information to consultant

Part –I**1. Definitions:**

- (a) Employer or DMI means the Directorate of Marketing & Inspection who has invited bids for consultancy services with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference (TOR) of the contract.
- (b) “Consultant” means any entity or person or associations of person who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties for this assignment
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India
- (g) “Instructions to Consultants” means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (h) LOI means the Letter of Invitation being sent by Employer to the short-listed consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof;
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (l) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Terms of Reference” (ToR) means the document included in the RFP as Section-3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction:

- 2.1 Directorate of Marketing & Inspection wishes to engage services of an agency for evaluation study and Impact assessment of Sub-scheme Agricultural Marketing Infrastructure (AMI) of Integrated Scheme for Agricultural Marketing (ISAM) and their effectiveness in promotion and development of Agricultural Marketing Infrastructure in reference to Storage Infrastructure and Agricultural Marketing Infrastructure other than Storage Infrastructure in the country.

- 2.2 The agency is broadly expected to do:
- 2.2.1 Evaluation and Impact assessment of the scheme implemented so far and their effectiveness in promotion and development of Agricultural Marketing Infrastructure in reference to Storage Infrastructure and Agricultural Marketing Infrastructure other than Storage Infrastructure in the country.
 - 2.2.2 Recommendations to improve and enhance the reach and performance of the scheme for the benefit of the farming community.
- 2.3 The date, time and address for submission of the proposal have been given in Part- II of the data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consultancy assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultant should familiarize themselves with local conditions and take them into account in preparing their proposals. If any clarification is required on any clause/condition of the RFP, the same may be forwarded within the prescribed time period to the Employers' representative.
- 2.6 Consultant shall bear all costs associated with the preparation and submission of their proposal and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Contract without thereby incurring any liability to the Consultants.

3. Clarification and Amendment of RFP Document:

- 3.1 Consultants may request a clarification on any clause of the RFP document within the timeframe indicated in the Part II Data Sheet. Any request for clarification must be sent in writing or e-mail (rgs-agri@nic.in) to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing or by e-mail.
- 3.2 At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all consultants. Consultants shall acknowledge receipt of all such amendments. To give the consultant reasonable time in which to take an amendment into account in their proposals, the Employer may extend the deadline for the submission of proposal.

4. Conflict of Interest:

- 4.1 The Employer requires that Consultant provide professional, objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- 4.2 Without limitation on the generality of the foregoing, consultant, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below.

4.3 Conflicting Activities:

A consultant or any of its affiliates selected to execute the consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project, if the consultancy or any of its affiliates is found indulged in any such activities which may be termed as the conflicting activities by the employer.

4.4 Conflicting Assignment/job:

A consultant (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the consultant to be executed for the same or for another Employer.

4.5 Conflicting Relationships:

A consultant that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of the project shall not be awarded the contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. **Any such disclosure shall be made as per the forms of technical proposal provided herewith.** If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the consultant during bidding process or the termination of its contract during execution of the assignment.

5. Unfair Advantage:

If a consultant could derive a competitive advantage from having provided consultancy assignment/job related to the assignment /job in question and which is not defined as conflict of interest as per para above, the Employer shall make available to all consultants together with the RFP all information that would in the respect give such consultant any competitive advantage over competing consultants.

6 Proposal:

One consultant shall submit only one proposal for this project. If a consultant submits or participates in more than one proposal, all such proposals shall be disqualified.

7. Proposal Validity

Part-II Data Sheet indicates the desired validity of the consultants' proposals after the submission date. During this period, consultants shall maintain the availability of technical staff submitted in the proposal and also the financial proposal unchanged. If need arises; the Employer may request consultants to extend the validity period of their proposals beyond the validity period of 90 days. Consultants who agree to such extension shall confirm that they maintain the availability of the technical staff submitted in the proposal and their financial proposal; consultants could submit new staff replacement, which would be considered in the final evaluation for award of the

contract. Consultants who do not agree have the right to refuse to extend the validity of their proposals. Under such circumstance, the EMC shall not consider such proposal for evaluation.

8. Preparation of Proposal:

8.1 In preparing their proposal, consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

8.2 Technical Proposal:

While preparing the Technical Proposal, consultants must give particular attention to the following:

8.2.1 The estimated number of professional staff months for the assignment/job as shown in the Part II Data Sheet. However, the proposal shall be based on number of professional staff, months or budget estimated by the consultants. While making the proposal, the consultant must ensure that they proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

8.2.2 Alternative professional staff shall not be proposed and only one curriculum vita (CV) may be submitted for each position mentioned.

8.2.3 Depending on the nature of the assignment/job, consultants are required to submit a Technical Proposal (TP) in forms provided in Section -6.

8.2.4 Submission of the wrong type of Technical proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall provide the information indicative in the following para from (a) to (f) using the attached Forms (Section -6). Form 1 in Section – 6 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- a) A brief description of the consultant's organization will be provided in Form -2 (Section-6). In the same form, the consultant will provide details of experience of assignments which are similar to the proposed assignment/job as per the TOR. Information should be provided only for those assignment/jobs for which the consultant was legally contracted by an Employer as a corporation or as one of the major firm/entity within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting consultancy cannot be claimed as the experience of the consultant, or that of the consultant's associates, but can be claimed by the professional staff themselves in their individual CVs. Consultants should substantiate the claimed experience along with the proposal and must submit letter of award/ copy of contract for all the assignments mentioned in the proposal.(The Abstract/brief of each study containing objectives, methodology and recommendations may be attached with the form -2 of Section 6).
- b) Comments and suggestions on the terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment/job/ (Form-3 of Section 6)

- c) A description of the approach, methodology and work plan for performing the assignment/job covering the following: technical approach and methodology, work plan, project organization and availability of experts, and transfer of knowledge/training. Guidance on the content of this section of the Technical Proposals is provided under Form -4 of Section- 6. The work plan should be consistent with the Work Schedule (Form -8 of Section- 6) which will be shown in the form for the timing of each activity.
- d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in Form - 5 of Section 6.
- e) CVs of the professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form -6 of Section- 6).
- f) Estimates of staffing schedule should be given in Form -7 of Section- 6. Information relating to “conflict of interest” should be furnished in Form -10 of Section 6.
- g) The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

8.4 Financial Proposal:

The Financial Proposal shall be prepared using the prescribed Form-14 (Section - 6). It shall list all costs associated with the assignment/job, including (a) remuneration for staff and (b) reimbursable expenses, indicated in the Part II Data Sheet. If appropriate, these costs should be broken down by activity. The financial proposal shall be rejected summarily, if found not in the prescribed forms.

9. Taxes:

The consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the contract. All such duties and taxes must be included by the consultant in the financial proposal.

10. Currency:

Consultant shall express the price of their assignment/job in Indian Rupees (INR) only.

11. Earnest Money Deposit (EMD):

- 11.1 The technical e-bid should accompany an Earnest Money Deposit (EMD) of Rs. 100,000/- (Rupees One lakh only). The EMD may be submitted either physically to the office of Dy. Agricultural Marketing Adviser (AMI Division), Directorate of Marketing & Inspection, New CGO Complex, NH-IV, Faridabad, Haryana, in the form of Demand Draft in favour of “PAO (PPM), Faridabad” payable at Faridabad OR online through RTGS/NEFT in the account given below, on or before 15:00 hrs. of 22nd June, 2017.

Account No. 30104398045 [in the name of PAO (PPM)]

Bank: - State Bank of India

State: - Haryana
District & City: - Faridabad
IFSC Code: - SBIN0000734
MICR Code: - 110002195
Branch Code: -000734

- 11.2 If EMD is submitted online through NEFT/RTGS, the details of the same may also be uploaded online along with technical bid. Proposals not accompanied by EMD shall be declared as non-responsive.
- 11.3 The EMD will be refunded to the all bidders after the selection process is over. Conditional bids shall not be considered and will be rejected out-right.
- 11.4 EMD in respect of the successful bidder shall be retained until the Performance Guarantee is deposited. No interest shall be payable by the Employer for the sum deposited as EMD.
- 11.5 Government Technical/ Educational institutes may be exempted for payment of EMD and Performance Guarantee.

11.6 Forfeiture of EMD:

The EMD shall be forfeited by the Employer in the following events:

- a) If the proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- b) If the proposal is varied or modified in a manner not acceptable to the Employer after opening of proposal during the validity period or any extension thereof.
- c) If the consultant tries to influence the evaluation process

12. Performance Guarantee & Assurance:

The successful bidder shall be required to furnish a Performance guarantee equivalent to 10% of contract value rounded-off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of “PAO (PPM), Faridabad” payable at Faridabad for the period of contract with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted after award of contract but before signing of the consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned.

If performance of the agency is not satisfactory in term of any of the deliverables or the measurable output is less than envisaged as per scope of work, then a part of the total bid value as deemed appropriate will be deducted by DAC&FW at the time of final payment. Decision of DAC&FW shall be final and binding in this regard.

13. Documents to be enclosed with BID:

- i) Details of EMD submission
- ii) Letter of proposal submission (Form-1)
- iii) Consultant's organization and experience (Form-2)
- iv) Comments and suggestions on the ToR (Form-3)
- v) Description of Approach, Methodology and Work Plan (Form-4)
- vi) Team composition and Task assignment (Form-5)
- vii) Curriculum Vitae for Proposed professional staff (Form-6)
- viii) Staffing Schedule (Form-7)-
- ix) Work Schedule (Form-8)
- x) Comments/ Modifications suggested on draft agreement (Form-9)
- xi) Information regarding conflicting activities and declaration thereof (Form-10)
- xii) Details for E Payment (Form-11)
- xiii) Statement of Deviations (Form-12)
- xiv) MoU for Joint Venture Agreement (Form-13)
- xv) Proforma for giving financial details (Form-14)
- xvi) Audited Balance Sheet duly certified by Chartered Accountant
- xvii) Self attested copy of the organization's PAN/ TIN Number.
- xviii) Self attested copy of the company/firm/agency registration certificate.

14. Submission of Offers & Opening of bids:

The original proposal, both Technical and Financial shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of Form -1 to 13 of Section- 6, and Form – 14 of Section- 6 respectively. An authorized representative of the consultants shall initial all pages of the original Technical and Financial Proposals. Proposals are invited in “Two bid system” with technical and financial bids sealed separately.

The technical proposals will be opened on the date and time indicated in Part II Data Sheet in the presence of the representatives of the consultants who wish to attend. Financials bids of the shortlisted applicants will be opened thereafter on the date, time and place as indicated.

15. Negotiations:

Financial Negotiations: Negotiations, if considered necessary, shall be held only with the consultant who obtains highest marks after combined evaluation of the Technical and Financial Proposal. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the consultant. Date and Time for negotiation shall be communicated to the selected consultant. Representatives conducting negotiations on behalf of the consultant must have the written authority to negotiate and conclude the contract.

16. Award of Contract:

After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other consultants who have submitted proposals about the decision taken.

The consultant will sign the contract after fulfilling all the formalities/pre-conditions (contract to be signed after the selection of consultant), within 5 days of issuance of the letter of intent.

The consultant is expected to commence the assignment/ job on the date specified in the Part II Data Sheet.

17. Confidentiality:

Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The bidders qualifying for opening of the financial bids based on the evaluation of the technical bid may, if desired, attend the financial bid opening meeting of the evaluation committee. The undue use by any consultant of any information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

18. Payment Terms:

The terms of payment would be linked to the deliverables of the project, and are specified in the other terms and conditions (refer Para 6 of Section-3). Bidders are required to submit their bank details in the proforma given in Form - 11 to facilitate e-payment vide RTGS/ NEFT, if any.

- 18.1 The date of satisfactory completion of services shall be the date which the Client accepts by issuing an appropriate certificate of satisfactory completion of services, subject to such date being on or before the completion date given in Schedule I and other terms and conditions of the Agreement.
- 18.2 The consideration payable by the Client to the Agency for satisfactory completion of the service given in Schedule II which will be strictly adhered to and the Agency is answerable to the Client for the amount paid at every stage.
- 18.3 If the terms of payment defined in Schedule II relate to phase-wise progress of rendering the services, each such phase shall be deemed to have been completed subject to such conditions, as contained therein, If any, on issue of a letter acknowledging receipt, such letter being duly signed by an authority authorized on this behalf by Client.

19. Arbitration Policy:

In case of any dispute between the Client and the Agency arising out of or

in relation to the Agreement, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Secretary, Department of Agriculture, Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India. The Arbitration and Conciliation Act, 1996 shall be applicable to arbitration under this clause. The award of the arbitrator shall be binding on the parties to the dispute provided; however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary or any other officer when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The place of arbitration shall ordinarily be at New Delhi but may be changed by the arbitrator for sufficient reasons. The Courts at Delhi shall alone have jurisdiction in the matters.

20. Force Majeure:

- 20.1 Force Majeure shall include un-predictable, un-foreseen, catastrophic and Natural calamities or acts of God, beyond the control of both the parties and not brought about at the instance of the Party claiming to be affected by such event or which, if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance, such as earthquake, flood, land slide, epidemic, drought, hail storm, high variation in temperature, fire, war, curfew, riots, existing on or after the effective date of this agreement which prevent totally or partially the fulfillment of the obligations of one or both the parties.
- 20.2 The party invoking Force Majeure shall provide to the other party confirmation of the existence of facts constituting Force Majeure. Such evidence shall consist of a statement or certificate of any Governmental Department or Agency. If such a statement or certificate cannot reasonably be obtained, the party claiming Force Majeure may, as a substitute therefore, make a notarial statement describing in detail the facts claimed to constitute Force Majeure and the reasons, why such a certificate or statement confirming the existence of such facts cannot reasonably be obtained.
- 20.3 During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder, except for payment of any amounts then already due and payable.
- 20.4 If the period of Force Majeure continue for more than six calendar months, either party may terminate this Agreement without liability to the other party, except for payments due as of the termination date, upon giving written notice and recovery of advance payment including invoking of Bank Guarantee.

21. Progress Monitoring:

- 21.1 Client shall have full rights to monitor the progress of services being rendered by the Agency at all stages and to give suitable instructions and directions as deemed fit by the Client within the purview of the RFP. The Agency shall implement such modifications unconditionally.

- 21.2 Client shall have right at all times to enter the premises and work area of the Agency for the purposes of inspection of the progress of the services.
- 21.3 If during the course of monitoring the work of the Agency, Client is satisfied that the services being rendered are not to its complete satisfaction, then, Client shall have the right to cancel the Agreement after giving a notice of 15 days and have the work completed by any other body at the sole risk and cost to the Agency. This shall be without prejudice to Client's right to call bank advance, invoke bank guarantee and impose such recoveries, penalties and sanctions as it deems fit.

22. Clarification if any:

For clarification(s) if any, regarding study, the willing firms may contact Dy. Agricultural Marketing Adviser, AMI Division, Directorate of Marketing & Inspection on e-mail id: rgs-agri@nic.in.

INFORMATIONS TO CONSULTANTS

PART – II DATA SHEET (PROJECT SPECIFIC INFORMATION)

Sl. No.	Ref. para of Section 2 of part-1	Particulars of data sheet
1	1 (a) & 2.1	Name of the Employer: Directorate of Marketing & Inspection, Ministry of Agriculture & Farmers Welfare, Government of India
2	2.1	Name of the Assignment/job: Evaluation and Impact assessment of Sub-scheme Agricultural Marketing Infrastructure (AMI) of Integrated Scheme for Agricultural Marketing (ISAM).
3	14	Last date, time and address for submission of e-bids:
	Date	22nd June, 2017
	Time	15:00 hrs.
	Submission of e-bid	Only through online mode on e-procurement portal (http://eprocure.gov.in) For physical submission of EMD (only), if not submitted online through RTGS/NEFT: O/o Agricultural Marketing Adviser, Directorate of Marketing & Inspection, Head Office 'A' Block, New Building, CGO Complex, NH-IV, Faridabad-121001
4	14	Opening of Technical Proposal
	Date	23rd June, 2017
	Time	16:00 hrs.
	Place of opening of e-bid (Technical)	Through e-procurement portal at O/o Agricultural Marketing Adviser, Directorate of Marketing & Inspection, Head Office 'A' Block, New Building, CGO Complex, NH-IV, Faridabad-121001
5	15.2	Opening of Financial Proposal
	Date	To be intimated later
	Time	
	Place of opening of e-bid (Financial)	Through e-procurement portal at O/o Agricultural Marketing Adviser, Directorate of Marketing & Inspection, Head Office 'A' Block, New Building, CGO Complex, NH-IV, Faridabad-121001
6	7	Proposals must remain valid for 90 days after the last date of submission i.e. 22.06.2017
7	10	Consultant should state the cost in Indian Rupees
8	8.2	The estimated number of professional staff-months required for the Assignment/job is: staff months to be estimated by the Bidder. The Consultant should also indicate the number and details of the Support Staff members associated with the Key Team members in their work plan
		The Employer would provide consultants the necessary support in terms of information/documents/co-ordination with other division/office/state etc. Whenever and wherever considered necessary for the progress of the study. The Employer will interact with the consultant for exchange of Documents/information and discussion.

Section - 3

Terms of Reference (ToR)

Evaluation and Impact Assessment of Sub-scheme Agricultural Marketing Infrastructure (AMI) of Integrated Scheme for Agricultural Marketing (ISAM)

Terms of Reference

1. Background:

It is well known that small farmers do not have the economic strength to retain their produce with them till the market prices are favorable. There has been a need in the country to provide the farming community with facilities for scientific storage so that wastage and produce deterioration are avoided and also to enable it to meet its credit requirement without being compelled to sell their produce at the time when the price is not favorable. A network of rural godowns would enable small farmers to enhance their holding capacity in order to sell their produce at remunerative prices and avoid distress sales. Accordingly, Grameen Bhandaran Yojana (GBY), a capital investment subsidy scheme for creation of scientific storage capacity by construction of rural godown was introduced in 2001. Further, the scheme of GBY has been subsumed with another ongoing scheme of Development / Strengthening of Agricultural Marketing Infrastructure, Grading and Standardization (AMIGS) (which was being implemented since 20.10.2004) into Agricultural Marketing Infrastructure (AMI) sub-scheme of Integrated Scheme of Agricultural Marketing (ISAM) wef 01.04.2014. The Scheme is approved for implementation during the XII plan, with modifications in its operational guidelines for new projects sanctioned after 01.04.2014. Accordingly, revised operational guidelines of the scheme are applicable for new projects sanctioned on or after 01.04.2014. The detailed Operational Guidelines of the Scheme is available on website- www.dmi.gov.in.

2. Objectives of the Scheme:

The main objectives of the sub scheme are:

- 2.1 To develop agricultural marketing infrastructure for effectively managing marketable surplus of agriculture produce including horticulture and of allied sectors including dairy, poultry, fishery, livestock and minor forest produce.
- 2.2 To promote innovative and latest technologies in agricultural marketing infrastructure.
- 2.3 To promote competitive alternative agricultural marketing infrastructure by encouraging private and cooperative sector investments.
- 2.4 To promote direct marketing so as to increase market efficiency through reduction in intermediaries and handling channels thus enhancing farmers' income.
- 2.5 To promote creation of scientific storage capacity for storing farm produce, processed farm produce and agricultural inputs etc. to reduce post-harvest and handling losses.

- 2.6 To provide infrastructure facilities for grading, standardization and quality certification of agricultural produce with the objective of (a) ensuring a price to the farmers commensurate with the quality of the produce and (b) promoting pledge financing and marketing credit, negotiable warehousing receipt system and promotion of forward and future markets to increase farmers' income.
- 2.7 To promote Integrated Value Chains (confined up to primary processing stage only) to provide vertical integration of farmers with primary processors. Primary processing means adding value to the produce without change in its form and may include washing, sorting, cleaning, grading, waxing, ripening, packaging, labelling etc.
- 2.8 To create general awareness and provide training to farmers, entrepreneurs market functionaries and other stakeholders on various aspects of agricultural marketing including grading, standardization and quality certification.

3. Present status of the scheme:

Since inception of the scheme and upto 31st March, 2017, 37992 Storage infrastructure Projects with storage capacity of 651.88 lakh MT and a subsidy release of Rs. 2466.98 crores have been sanctioned under the storage infrastructure component (Erstwhile GBY) of the scheme all over the country. Similarly 18393 Projects of other than storage Infrastructure Projects have been sanctioned with subsidy release of Rs. 1633.61 crore under other than storage infrastructure component (Erstwhile AMIGS) of the scheme all over the country since inception and upto 31st March, 2017.

However, During the XII Plan, since 01.04.2012 and upto 31.03.2017, a total of 9905 Storage infrastructure Projects with storage capacity of 334.69 lakh MT and 9561 Projects of other than storage infrastructure have been sanctioned with financial release of Rs. 3086.31 crores as subsidy assistance for creation of storage and other than storage infrastructure projects in the country. The samples may be selected from the projects sanctioned during XII Five Year Plan. The state-wise Progress of the scheme during XII plan period is given as Appendix- A.

4. Objectives and Scope of Works:

The following are the tasks of conducting an evaluation of the Scheme:

- 4.1 To assess overall performance and impact of the Scheme with respect to its objectives.
- 4.2 To assess the extent of coverage of the Scheme in terms of profile of its beneficiaries, region – wise commodities storage, extent of capacity utilization.

- 4.3 Extent to which the scheme has rendered benefits in term of storage of agricultural commodities near to production centers, reduction of post-harvest losses, access to credit and realization of remunerative prices for their produce and increase in income of farmers.
- 4.4 Extent to which operation of these projects have helped rural economy by way of investment in agricultural marketing infrastructure, rural employment and rural marketing,
- 4.5 Quality of construction of godowns and infrastructures other than storage with reference to the technical specifications prescribed for activity proposed, quality of manpower engaged for warehousing operation, extent of return on investment *particularly in case of godowns having capacity of upto 1000 MT.*
- 4.6 To review and identify the constraints, gaps, both in the design and implementation of the Scheme, impeding its implementation and attainment of the stated goals and provide recommendations/suggestions/ policy framework for overcoming these constraints.
- 4.7 Reasons for regional imbalance and suggestions for improvements in the Scheme with reference to its objectives. Reasons for the low performance of the scheme in North Eastern Region/States, socially backward class SC and ST promoters and suggestions to improve the scheme with objective to improving performance under the scheme.
- 4.8 Extent of participation of various categories of entrepreneurs such as women entrepreneurs, Schedule Caste entrepreneurs, Schedule Tribes entrepreneurs etc. in the scheme and the suggestions to improve the same.
- 4.9 To examine the procedure followed and time taken by the participating leading banks and NABARD/NCDC in appraisal and approval of the projects, sanction of loan and release of subsidy as well as to examine the status of the projects sanctioned, whether they are being completed as per time schedule and delays, if any and the reasons for the same and to provide suitable recommendations.
- 4.10 General shortcoming observed by NABARD frequently and remedial suggestions to reduce the time of compliance.
- 4.11 To examine the procedure and time taken by NABARD/NCDC in release of subsidy and the reasons for delay.
- 4.12 To identify the reasons of de-sanctions of projects by NABARD and NCDC.
- 4.13 To assess the extent to which the godowns are being utilized for storage in procurement processes. Assess the extent of coverage of critical component of the Agricultural Marketing Infrastructure viz. Auction Platforms, Grading Quality certification, Packaging, Value addition facilities etc. in the sanctioned projects under the scheme.

- 4.14 Assess the need, suitability and extent of accreditation of existing godowns under Warehousing Development and Regulation Act 2007.
- 4.15 Quality and extent of maintenance of Rural Godowns and percentage of godowns still in use vis-à-vis godowns constructed during X & XI Plan under the scheme.
- 4.16 Percentage of utilization of rural godowns during different periods in a year (peak post-harvest period and non peak period).
- 4.17 Percentage wise nature of agricultural produce stored in godowns i.e. cereals, pulses etc.
- 4.18 Study should also include LWE affected districts particularly and findings and recommendations w.r.t. these districts should also be reported specifically. (list provided)
- 4.19 Study Scheme guidelines and recommend steps to simplify the subsidy procedure to reduce the time from sanction of project till release of final subsidy.
- 4.20 To determine State-wise gap/surplus of storage and infrastructure other than storage infrastructure
- 4.21 To provide suggestions to develop concrete plan as per the requirement of the States along with recommendations for continuation/stoppage of scheme with suitable modifications for the purpose to improve effectiveness of the scheme.

5. Methodology coverage and sampling plan:

- 5.1 In order to conduct evaluation study of the scheme, samples on the basis of stratified random sampling is to be selected covering adequate parameters required for the analysis of objectives and tasks involved.
- 5.2 Approximately 6% of total number of storage infrastructure (Godowns) and 5% of infrastructure other than Storage specific to the concerned state may be taken up for the study, which may be further classified into three categories of capacity given below: -
 - 5.2.1 Storage infrastructure (Godown) having capacity less than 1000 MT (1.5% approx.)
 - 5.2.2 Storage infrastructure (Godown) having capacity more than 1000 MT but less than 5000 MT (1.5 %)
 - 5.2.3 Storage infrastructure (Godown) having capacity more than 5000 MT but less than 10000 MT (1.5 %)
 - 5.2.4 Storage infrastructure (Godown) having capacity more than 10000 MT (1.5%)
 - 5.2.5 Infrastructure other than Storage specific to each state (5%).

6. Payment Schedule & Reporting:

6.1 The payment shall be made considering the work performed by the consultant and subject to the submission of following reports:

Quantum of payment	Stage/ Deliverables	Time limit for submission of reports
<u>1st Instalment</u> — 10% of Contract value	On acceptance of letter of award and submission of inception report along with performance guarantee in the form of Bank Guarantee in prescribed proforma.	Inception Report: Within 15 days from the date of selection of the agency.
<u>2nd Instalment</u> — 50% of Contract value	On submission of Draft Report.	Draft Report: Within 45 days from submission of Inception Report.
<u>3rd Instalment</u> — 40% of Contract value	On acceptance of Final Report & recommendation to the satisfaction of DAC&FW.	Final Report: Within 15 days of acceptance of draft Report by the Department.

6.2 The draft study/assignment report would need to be submitted by the selected consultant within 60 days from the award of study. The time taken by the DAC&FW / EMC to give comments at various stages shall not be counted towards the set duration.

6.3 The time for completion being essence of this assignment, if the Agency delays, fails or defaults, the Client may, without prejudice to the other rights to the Client to recover from the Agency. The damages may recover from the Agency as agreed Liquidated damages (and not by way of penalty) a sum equivalent to 1% of the contract value for per day for maximum of fifteen calendar days (i.e. 15% of contract value) in reference to the submission of the draft report.

6.4 The selected consultant would be required to make a presentation, on the findings of the study. All the reports shall be submitted in the form of:

- 6.4.1 Master copy with photographs, capable of yielding good photocopies;
- 6.4.2 Ten (10) hard bound copies, DTP produced of high quality;
- 6.4.3 Soft copy on CD with good quality photographs.

7. Evaluation of proposals:

7.1 The evaluation of the submitted proposals shall be carried out in two stages, i.e. technical and financial.

7.2 The technical evaluation of the proposals shall be undertaken by the Evaluation-cum-Monitoring Committee (EMC), which will inter-alia take into accounts (i) responsiveness to the TORs (ii) the quality of the methodology proposed;

7.3 The consultant's experience of having undertaken other relevant assignment; and

7.4 The qualification and experience of the core team of staff proposed to be deployed for the study.

- 7.5 A proposal shall be considered unsuitable and rejected at the stage of Technical Evaluation if it does not meet the minimum technical standard on the above aspects as may be decided by the EMC.
- 7.6 After completing the technical evaluation, the Member Secretary of EMC shall notify those consultants whose proposals do not meet the minimum technical standards and their financial proposals shall not be opened.
- 7.7 The financial proposals of those who qualify the Technical Evaluation shall be opened in the presence of representative of Agency who wish to attend.
- 7.8 The final award shall be subject to the discussion on the Terms of Reference methodology, staffing, inputs of the EMC and various other terms & conditions of contract. The discussion, however, shall not substantially alter the original TOR and the final TOR shall form part of the contract.
- 7.9 The selected Agency will not be allowed to substitute core staff OR engage the core staff with other assignment, without the consent of the EMC. If it is established that the core staff were offered in the proposal without confirming their availability, the consultant will be disqualified and the process will be continued with the remaining proposals.
- 7.10 If the process, for whatever reasons, failed to result in an acceptance contract with the selected Agency, the EMC shall terminate discussion with that Agency and may make the selection from amongst the remaining proposals.
- 7.11 The EMC may cancel the bid and reject all proposals without assigning any reasons at any stage of the tender process.

8. Facilities to be provided:

The Directorate of Marketing & Inspection shall assist the Agency in obtaining requisite information from the regional offices of DMI in the concerned States.

9. Deliverables:

- 9.1 Timely completion of Evaluation study.
- 9.2 Promptness in study and submission of report.

Appendix- A**Storage Projects sanctioned During XII Plan from 01.04.2012 to 31.03.2017****{GBY+AMI (Storage component)}**

S.N.	Name of the State	No of Projects	Storage Capacity (in MT)	Subsidy Release (Rs. in lakh)
1	Andhra Pradesh	716	4244347	22351.22
2	Assam	68	391780	1370.12
3	Bihar	163	212426	1092.68
4	Chhattisgarh	253	1079232	2303.53
5	Gujarat	3238	1813022	13221.78
6	Haryana	578	4594840	22941.10
7	Himachal Pradesh	25	17441	89.48
8	Jammu & Kashmir	9	76276	549.54
9	Jharkhand	18	110719	416.75
10	Karnataka	1148	2225318	8827.84
11	Kerala	41	26465	107.12
12	Madhya Pradesh	1821	6435769	31133.47
13	Maharashtra	797	2505761	7834.45
14	Meghalaya	0	430	73.35
15	Odisha	123	222241	1138.04
16	Punjab	238	3176449	17550.86
17	Rajasthan	379	1868523	5769.71
18	Tamilnadu	-371	547923	2539.18
19	Uttar Pradesh	268	2402933	12042.68
20	Uttarakhand	78	292078	1888.30
21	West Bengal	208	552674	1659.18
22	Tripura	3	24760	272.41
23	Telangana	107	648038	6232.85
24	UTs	0	0	0.00
	Total	9905	33469445	161405.64

Other than Storage Projects sanctioned During XII Plan from 01.04.2012 to 31.03.2017**{AMIGS+AMI (Other than Storage component)}**

S.N.	Name of the State	No. of Projects	Subsidy Release (Rs. in lakh)
1	Andhra Pradesh	166	6266.00
2	Madhya Pradesh	271	20137.92
3	Punjab	1173	19975.00
4	Kerala	197	3681.43
5	Tamil Nadu	716	2105.00
6	Rajasthan	96	1921.52
7	Chhattisgarh	193	3152.38
8	H.P.	12	279.00
9	Maharashtra	586	23584.19
10	Orissa	16	448.00
11	Gujarat	5369	7426.90
12	Sikkim	0	0.51
13	Karnataka	658	11636.76
14	Assam	9	362.00
15	Nagaland	37	447.00
16	Goa	1	50.00
17	Telangana	56	2267.00
18	Uttarakhand	5	23.00
	Total	9561	103763.61

List of Left Wing Extremism (LWE) affected Districts and Progress

S. No	State	S. No	District	GBY/AMI (STORAGE) since inception up to 31.03.2017			AMIGS/AMI (Other than Storage) since inception up to 31.03.2017	
				No. of Projects Sanctioned	Storage Capacity (MT)	Subsidy Released (Rs. in Lakh)	No. of Projects Sanctioned	Subsidy Released (Rs. in Lakh)
1	Andhra Pradesh	1	Vishakhapatnam	12	57482	206.603	3	37.68
2	Bihar	1	Aurangabad	4	4651	23.148	0	0
		2	Gaya	1	2000	19.998	0	0
		3	Jamuli	0	0	0	0	0
		4	Muzzafarpur	3	2648	11.565	0	0
		5	Banka	0	0	0	0	0
		6	Nawada	2	3112.18	9.602	0	0
3	Chhattisgarh	1	Bijapur	1	1800	7.865	0	0
		2	Sukma	0	0	0	0	0
		3	Bastar	6	22834	85.606	1	1.966
		4	Dantewada	2	5000	21.599	0	0
		5	Kanker	13	30312	90.604	0	0
		6	Narayanpur	0	0	0	0	0
		7	Rajnandgaon	22	50708	164.429	20	527.402
		8	Kondagaon	0	0	0	0	0
4	Jharkhand	1	Giridih	0	0	0	0	0
		2	Gumla	0	0	0	0	0
		3	Khunti	0	0	0	0	0
		4	Latehar	1	6165	26.7	0	0
		5	Palamu	0	0	0	0	0
		6	West singhbhum	1	251	0.753	0	0
		7	Bokaro	0	0	0	0	0
		8	Hazaribagh	1	15000	67.341	0	0
		9	Chatra	1	5850	22.781	0	0
		10	East singhbhum	3	21277	40.5721	0	0
		11	Ranchi	7	41772	80.363	0	0
		12	Garhwa	0	0	0	0	0
		13	Dumka	0	0	0	0	0
		14	Ramgarh	2	15889	49.9955	0	0
		15	Lohardaga	0	0	0	0	0
		16	Simdega	0	0	0	0	0
5	Maharashtra	1	Gadchiroli	21	24784	63.497	2	100
6	Odisha	1	Koraput	8	9123	37.68	1	4.919
		2	Malkangiri	3	6726	23.513	0	0
7	Telangana	1	Khammam	9	57416	167.494	18	369.396
Total				123	384801	1221.7	45	1041.4

Section - 4

Eligibility and pre-qualification criteria

(A) Technical Criteria:

1. A registered consultancy firm, company, Joint Ventures (Not more than 2 partners), Universities and Educational /Planning/Research Institutes of Central/State Govt. including Institutes of ICAR having minimum experience of 10 years and expertise in the field of consultancy and evaluation of the plan schemes, project formulation and analysis relating to agricultural marketing, food processing, Agricultural Marketing Infrastructure development etc.
 - 1.1 A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
 - 1.2 A copy of Memorandum of Understanding (MoU) executed by JV members shall be submitted by the JV firm along with the tender.
 - 1.3 The constitution of JV firm shall not be allowed to be altered during the currency of contract.
 - 1.4 The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
2. The agency should have **completed** at least five studies of evaluation, formulation and analysis in the field of Post- harvest Management in the last 5 years.

Supporting Documents:

The agency is required to give complete details as per Form 2 of Section -6, in respect of Experience. Original/ attested copies of completion reports should also be submitted by the bidder and also the Abstract/brief of each study containing objectives, methodology and recommendations may be attached with the technical proposal, which shall be considered at the time of technical evaluation.

(B) Financial Criteria:

The total turnover of the bidder should not be less than Rupees One crore in the last three financial years. The supporting documents in this regard should be submitted i.e. attested certificate from the employer/ client, audited balance sheet duly certified by Chartered Accountant. Universities and Educational /Planning/Research Institutes of Central/State Govt. including Institutes of ICAR are exempted from this clause.

(C) Other Requirement:

1. The agency should have strength of minimum five personnel having expertise in conducting of evaluation studies/survey with qualification background such as Agri. Business Management, Agri. Economics, Agri. Extension, Masters Degree in Economics with specialization in Agril. Economics or from similar field. The bidder is required to give complete details as per form- 5 of Section-6.
2. The firm should have SB/Current account in a nationalised bank.

3. The agency must have PAN/TIN Number. Self attested copy of the same must be submitted.
4. The Company/ Firm / Agency/ Members of Joint venture should be registered with appropriate authority. Self attested copy must be submitted.
5. The applicant whose agency/firm has been black-listed / terminated in the middle of the contract period or any litigation is pending in any Ministry/Department/Organization of the Central Government/State Government or any Public Sector Undertaking/Bank for the last five Years for any of the reasons is not eligible to participate in this tender process. The applicant should give a certificate to this effect. If such things come to the notice at any stage of the tender process or after finalization of contract, the contract/bid shall be rejected with forfeiture of EMD/performance Security Deposit.

Section - 5

Bid evaluation criteria and selection procedure

1. Evaluation of Proposals

From the time the proposals are opened to the time the contract is awarded, the consultants should not contact the Employer on any matter related to its Technical and/ or Financial Proposal.

Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the consultants' proposal.

The Employer has constituted a Consultancy Evaluation Committee (CEC) and Consultancy Monitoring Committee (CMC) and will be called as Evaluation-cum-Monitoring Committee (EMC), for selection of the Consultant which will carry out the assignment.

1.1 Evaluation of Technical Proposals:

The EMC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria and sub- criteria. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will, remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below.

1.2 Criteria for Evaluation of Technical Proposal:

Only those applicants obtaining a total score of 49 (out of 70) or more on the basis of criteria for evaluation given below would be declared technically qualified. Financial proposals of only those consultants which are declared technically qualified shall be opened publicly, on the date and time specified in the Datasheet, in the presence of the consultants' representatives who choose to attend. The name of the consultants, their technical score (if required), and their Financial Proposal shall be read aloud.

1.3 Method of Selection:

1.3.1 The evaluation of the proposals shall be carried out in two stages i.e. Technical and Financial.

1.3.2 Technical evaluation of the proposals shall be undertaken by the Evaluation-cum-Monitoring Committee (EMC), which will inter-alia take into account (i) responsiveness to the TORs (ii) the quality of the methodology proposed.

- 1.3.3 The evaluation is based on the experience relevant to the assignment, quality of methodology, Numbers and qualification of key staff proposed for assignment capability of transfer of knowledge, understanding of ToR etc.
- 1.3.4 The marking would be done on all the technical bids. The marking of Technical and Financial would be in ratio of 70:30 respectively. The bidders who secure minimum 70% marks (49 out of 70 marks) in technical evaluation will be short listed and only their financial bids shall then be opened. Financial bid will carry a maximum of 30 marks. The calculation of marking will have the following method:
- i. $L1 = 30$ marks
 - ii. $L2 = 30 \times L1$ (the cost quoted by L1)/L2 (the cost quoted by L2) and in similar fashion for L3, L4 etc. (depending on no. of bids received).
- 1.3.5 After the financial marks are obtained the technical and financial marks will be calculated using the formula mentioned above and the bidder scoring highest aggregate marks will stand selected.
- 1.3.6 The proposal can be rejected by the DAC&FW, Ministry of Agriculture & Farmers Welfare based on the recommendations of EMC without assigning any reasons thereof.
- 1.3.7 After completing the technical evaluation, the member secretary of the EMC shall notify those bidders whose proposals do not meet the minimum standards and their financial proposals shall be returned un-opened.
- 1.3.8 The final award shall be subjected to the discussion on the terms of reference methodology, staffing, inputs of the EMC and various other terms & conditions of contracts as stated in the Common Agreement Format of the Department given in the Section -7. The discussion, however, shall not substantially alter the original ToR and the final ToR shall form part of the contract.

The selected consultant will not be allowed to substitute core staff without the consent of the DAC&FW. If it is established that the core staff were substituted without the consent of DAC&FW, the consultant will be disqualified.

2. Bid Evaluation Criteria:

S. N.	Evaluation criteria	Sub criteria with max marks	Score awarded to proposals of		
			1	2	3
i)	Experience	Experience in the field of consultancy and evaluation = 10 marks			
		Experience in conducting study / survey in Agri. Sector = 10 marks			
		Experience in conducting study / survey particularly in Post- harvest management = 15 marks			
Sub-Total for criteria (i) (Max.35 marks)					
ii)	Suitability of Personnel available with bidder and competence with the assignment	No. of key personnel proposed by bidder for the assignment= 7 marks			
		Qualification of Key Personnel = 8 marks			
Sub-Total for criteria (ii) (Max.15 marks)					
iii)	Sampling Plan, Methodology and proposed work-plan for the study as per the TOR	Proposed Methodology and work plan = 10 marks			
		Understanding of TOR for the assignment = 10 marks			
Sub-Total for criteria (iii) (Max.20 marks)					
Grand Total (i+ii+iii) (Max. 70 marks)					

Section - 6

Standard formats for technical and financial proposal

FORM 1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

I/We, the undersigned offer to provide the consulting Assignment / job for [Insert title of Assignment / job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our proposal, which includes Technical Proposal, and a Financial Proposal.

We are submitting our proposal in association with: [Insert a list with full name and address of each associated Consultant]

I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. I / We also undertake that my / our firm / Agency has not been black listed / terminated in the middle of contract period or any litigation is pending in any Ministry / Department / organisation of any Central Government / State Government of Public Sector Undertaking for last five years for any reason. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

I/We fully understand the Terms, Conditions and other provisions as contained in the RFP.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM 2
CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B – Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job. In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

B. 1: Total Number of consultancy projects done by bidder:

B. 2: Details of the individual completed project to be submitted in following format:

1. Assignment / Job name:
 - 1.1 Firm's name (your firm or joint venture or consortium partner, as the case may be):
 - 1.2 Description of Project:
 - 1.3 Approx, value of the contract (in Rupees):
 - 1.4 Country & location:
 - 1.5 Duration of Assignment/job (months):
 - 1.6 Name of Employer:
 - 1.7 Address:
 - 1.8 Total No. of staff-months of the Assignment/job:
 - 1.9 Completed value of the contract (in Rupees):
 - 1.10 Start date (month/year):
 - 1.11 Completion date (month/year):
 - 1.12 Name of associated Consultants, in any:
 - 1.13 No. of professional staff-months provided by associated Consultants:
 - 1.14 Name of senior professional staff of your firm involved and functions performed:
 - 1.15 Description of actual Assignment/job provided by your staff within the Assignment/job:

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM 3

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED THE EMPLOYER**

A – On the Terms of Reference:

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B –On Inputs and Facilities to be provided by the employer:

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data etc.]

FORM 4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:]

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: The consultant should propose and justify the main activities of the assignment / job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 8.

c) Organization and Staffing: The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM 5**TEAM COMPOSITION AND TASK ASSIGNMENT / JOBS****Professional Staff:**

Serial No.	Name of Staff	Qualification	Area of Expertise	Work experience in Consultancy (in years)	Position/Task assigned for this Job

Note: The Agency will hire such Subject Matter Consultants, as required by them who will ensure technical soundness of the subject leading to the satisfactory completion of work.

FORM 6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [for each language indicate proficiency: good, fair, or poor in speaking, reading and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization positions held.]:

From [Year]: To Year]:

Employer

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment / job in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]

Date:

Place:

FORM 7**STAFFING SCHEDULE**

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Weeks
		1	2	3	4	5	6	7	8	9	10	11	12	
1														
2														
3														

Note:

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g. draftsmen, clerical staff, etc.).
2. Weeks are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

FORM 8**Work Schedule**

S.No.	Activity	Weeks												Total Weeks
		1	2	3	4	5	6	7	8	9	10	11	12	
1														
2														
3														
4														

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g. inception, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

FORM 9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT AGREEMENT

[Here the consultant shall mention any suggestion/ views on the draft agreement attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft agreement. This information shall be used at the time of the negotiations.

However, the Employer is not bound to accept any / all modifications sought and may reject any such request of modification.]

FORM 10

**INFORMATION REGARDING CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section?

If yes, please furnish details of any such activities.

If no, please certify:

We hereby declare that our firm, our associate / group or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section.

We also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 11**E - Payment**

S. No.	Particulars	Details
1.	Beneficiary name	
2.	Account Type	
3.	Bank Account No.	
4.	Name & Address of Bank	
5.	Bank Telephone/ fax No. with STD Code	
6.	Bank Branch MICR Code	
7.	Bank Branch IFSC Code	
8.	Firm e-mail address	

I/ We confirm that I/We will bear the charge, if any, levied by my/our bank for the credit of NEFT Accounts in my/our account.

Thanking you,

For _____

(Authorised Signatory)

We confirm that we are enabled for receiving NEFT/ RTGS credits and further confirm that the A/c No. of (Firm's Name). The signature of authorised signatory and the MICR and IFSC Code of our branch mentioned above are correct.

Bank's Verification

(Manager's/ Officer's Signature)
With Bank's Stamps

Form 12

STATEMENT OF DEVIATIONS

All the clauses of tender conditions and specifications are complied with and there are NIL deviations, except those mentioned below:

S. No. 1 Clause no. _____ (Description)
Deviations: _____
(as asked
for or
proposed
or suggested)

Financial Implications, if any: _____
(In Rs.)

Justifications
& Remarks, if any: _____

S. No. 2 _____

S. no. 3 _____

N.B. Deviation quoted anywhere else in the RFP offer, but not mentioned here also, will be treated as **NULL & VOID**.

(Signature of the Authorised signatory)

Form 13

(On Stamp Paper of Requisite Value)

MEMORANDUM OF UNDERSTANDING
FOR
JOINT VENTURE AGREEMENT

This Joint Venture Agreement is made and entered at on..... Day of, 2017 to be submitted to Agricultural Marketing Adviser, Directorate of Marketing & Inspection, Head Office 'A' Block, New Building, New CGO Complex, NH- IV, Faridabad-121001 for "*Evaluation and Impact assessment of Sub-scheme Agricultural Marketing Infrastructure (AMI) of Integrated Scheme for Agricultural Marketing (ISAM)*" against Tender No M-11011/10/Evaluation Study/2017-AMI

Between

....., Having its Registered Office at..... Represented by..... (.....).

And

....., Having its Registered Office at..... Represented by..... (.....).

Whereas:

1. The parties hereby agreed to form Joint Venture, under the name of.....
2. The parties have agreed to join hands for executing the work of "*Evaluation and Impact assessment of Sub-scheme Agricultural Marketing Infrastructure (AMI) of Integrated Scheme for Agricultural Marketing (ISAM)*" together and work together until successful completion of this business on hand.
3. The parties shall carry on the part of and responsibility and all expenses of the partners will be paid by themselves.
4. M/s..... would have overall lead management responsibility for the work and will be called Lead Partner and is authorized to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices / correspondences with respect to the contract will be sent only to this authorized

member of the JV firm and will be considered as notices / correspondences to joint venture entity.

5. The percentage participation in the Joint Venture shall be as under: -
M/s..... -% (..... Percent) i.e. Lead Partner
M/s..... -% (..... Percent)
6. This Joint Venture agreement shall remain valid and in force for the entire period of the completion/ extended period of completion of the work including Maintenance/ Guarantee period and can be extended by mutual agreement among its members.
7. The parties shall be jointly and severally liable/ responsible to the employer for the successful completion of the contract in accordance with General and Special conditions of the contract as per the terms and conditions of the contract agreement irrespective of their share and role specified in the Joint Venture. The JV members shall also be liable jointly and severally for the loss, damages caused to the government during the course of execution of the contract or due to non-execution of the current or part thereof.
8. It is agreed that member of the JV firm shall have the right to assign or transfer the right or liability in the contract without the written consent of the members and that of the employer (DMI) in respect of the said tender/ contract.
9. It is certified that none of the members of this JV has been black listed or debarred by DAC&FW or any other Ministry/ Department of the Government of India/ State Government from participation in tenders/ contract in the past either in their individual company on the JV firm or partnership firm in which they were members/partners.

For and on behalf of

For and on behalf of

.....
M/s.....

.....
M/s.....

Witness:

1.
2.

Form - 14

Proforma for giving financial details

(To be submitted only on firm's letter head)

Details	Amount (in Rs.)
Total fee/charges for the assignment as per the ToR including all taxes	

Total amount in words (Rupees.....only)

Name and Signature(s) with seal

Notes:

1. Figures rounded off to the nearest Rupees.
2. The rate should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and words, the lower one shall be taken as correct.

Section - 7

Proposed Contract terms

Agreement

This Agreement made on this _____ day of _____ Two Thousand and _____ between the President of India acting through the Agricultural Marketing Adviser to the Government of India, Directorate of Marketing & Inspection, Department of Agriculture, Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India, New Delhi (hereinafter called the 'Client', which expression, unless excluded or the context otherwise required, shall include its successors and assigns) on the one hand and _____ having its registered office at _____, an Organization incorporated under (the Act / Law, if any) through its duly authorized signatory (hereinafter called 'the Agency', which expression, unless excluded or the context otherwise required, (shall include its administrators, successors and permitted assigns) on the other' hand'.

WITNESSTH:

- A. WHEREAS the Client has decided to conduct a study/an assignment titled - 'Evaluation and Impact assessment of Sub-scheme Agricultural Marketing Infrastructure (AMI) of Integrated Scheme for Agricultural Marketing (ISAM).**
- B. AND WHEREAS the Client is desirous of engaging the services of the Agency for the above purpose, in accordance with this Agreement (hereinafter referred to as Services).**
- C. AND WHEREAS the Agency has agreed to render such services at a contract value of Rs. _____ (Rupees _____ only).**

NOW, THEREFORE IT IS HEREBY AGREED between both parties to the Agreement as follows:

1. The Agency shall adhere to the objectives, scope, tasks, outputs, methodology, completion schedule and other terms and conditions laid down in the RFP (**Annexure-I**) for rendering the services.
2. The Agency shall render the services to the total satisfaction of the Client and as per the specifications given in RFP. The decision of the Client about satisfactory rendering of the services including various related items will be final and shall not be challenged by the Agency on any ground whatsoever. The Agency shall submit the reports to the Client in the quality manner.
3. For violation, if any, of Intellectual Property Rights (IPR) of any body, the Agency is liable for compensation and the Agency shall be responsible to keep indemnified the Client and shall be required to pay license fee to the other party and any other payment required to square up the matter regarding any infringement of IPR of any third party(ies).

4. The Agency would draw up a Project Inception Report (PIR) within 15 days of award of work indicating the proposed field arrangements to conduct the study/complete the assignment. The Agency would modify the PIR in accordance with suggestions of the Client before starting the work.
5. The RFP (Annexure-1) and Schedules I, II (Annexure-II) attached to this Agreement shall be deemed to be an integral part of this Agreement.
6. The date of commencement of services shall be as specified in Schedule I of this Agreement.
7. In case the Client finds it necessary to abandon the work and terminate the services of the Agency before the completion of the work, at any stage, for reasons which are not wholly attributable to the Agency, it may be done after making payments to the Agency for the services actually rendered for carrying out the work till the date of termination and the Agency shall provide the Client with any report or part thereof or any other information and documentation gathered under this Agreement prior to the date of such termination. The total amount of advance paid to the Agency but unutilized at the time of such termination shall be returned by the Agency to the Client.
8. The Agency shall fully indemnify the Client against all liability arising out of action, demands, and proceedings resulting from negligence or breach attributable solely to the Agency. This Clause shall survive the termination or expiration of the Agreement executed by the parties provided that there shall be no indemnity on either side in cases of indirect, remote or consequential damages including loss of profit or loss of business, by the other party.
9. Without prejudice to the Agency's liability towards the workmen, employees and agents, the Agency will be responsible to purchase and keep in force appropriate insurance coverage with regard to the any liabilities. The Agency shall maintain workers' compensation, employment liability insurance for their staff on the assignment. The Agency shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Agency or its staff. The Agency shall provide the Client with certification thereof upon demand.
10. The Agency shall be liable to pay the taxes, duties, fee, levies and other impositions levied under the Applicable Law for the conduct of the Study or to carry out the assignment.

11. The Agency undertakes to conduct the study/ carry out the assignment in accordance with the highest standards of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
12. The Authorized signatory of the Agency is required to submit the letter of Authorization issued by the Board of Directors/ Governing Body or any other authentic Governing body of Agency as the case may be.
13. All notices required or allowed to be given hereunder shall be made by either:
 - a) Delivery in person with signed receipt
 - b) Telex/Fax properly transmitted to the parties, or
 - c) Registered e-mail
14. All notices shall be addressed to the parties respectively as follows:

For Agency:-

For Client: -
Authorized Signatory:
Directorate of Marketing & Inspection, Faridabad
On behalf of, Ministry of Agriculture & Farmers Welfare,
Government of India

Or to such other address or telex/Fax number as either party may from time to time specify by written notice to the other party on notices and communications sent by registered e-mail in accordance with clause 13 and 14 shall be deemed to have been received by the addressee in the ordinary course even if returned with remarks such as 'not found', 'left without address', 'premises lock', 'refused', or any similar remark.
15. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the Agency in the performance of the services shall become and remain the property of the Client. The Agency shall not use them for purposes unrelated to this contract without the prior written approval of the Client. The Intellectual Property Right, if any, in the study/assignment shall exclusively vest in the Client.
16. The Agency also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Assignment shall be for all time and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client's written permission.

17. The Chairman of the evaluation committee would be the Competent Authority for condoning any delay on account of reasons not attributable to or beyond control of the agency.
18. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties a relationship of master and servant or principal and agent.
19. Neither this Agreement nor any rights under it may be assigned, transferred or sub-let by any party without the prior written consent of the Party.
20. The Agency shall at all time indemnify Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by the Client's employees, agents or property any other third Party resulting from or by any operation conducted by or on behalf of the Agency.
21. The Agency shall notify the Client of any material change in their status, shareholding or that of any Guarantor of the Agency, in particular, where such change is likely to have impact on performance of obligations under this Agreement.
22. This Agreement shall not be amended, modified, varied or supplemented in any respect except by an instrument in writing signed by all the Parties, which shall state the date from which the amendment or modification shall become effective.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and have executed these

presents this _____ day of _____

CLIENT

Signed

for and on behalf of the President
of India

By: _____

In presence of _____

AGENCY

Signed

for and on behalf of
_____ Agency

(Authorized signatory)

By:

In the presence of _____

Annexure-II

SCHEDULE – I

Date of commencement :

Date of completion :

For Client
(Authorized signatory)

For Agency
(Authorized signatory)

For and on behalf of the President of India
Dated

Duly authorized Person

SCHEDULE – II

Payments to the Agency will be made in stages as under:

- a) 1st Installment: (The amount and the stage on which payment is to be made to be specified)
- b) 2nd Installment: (The amount and the stage on which payment is to be made to be specified)
- c) 3rd or Final Installment: (The amount and the stage on which payment is to be made to be specified)
- d) Total amount to be paid to the Agency = Rs. _____(in words also)

For Client
(Authorized signatory)

For Agency
(Authorized signatory)

For and on behalf of the President of India

Duly authorized Person