

INVITATION FOR PROPOSAL FOR e-SPICE BAZAAR



### **Table of Contents**

1.	Invitation for Proposals	<u>3</u>
2.	Definition, Request for Proposal, Disclaimer	<u>4</u>
3.	Interpretation, Due Diligence, Cost of Bidding, Clarification of Bidding	4
4.	Amendment of proposal, Language of Bid, Site visit	6
5.	General Information and Terms of Refernce (ToR)	7
6.	Proof of Conept	8
7.	Scope of Work	9
8.	Proposed schedule for completion, Deliverables, Technical bid requirements	11
9.	Commercial Proposal Guidelines	12
10.	Opening of Technical bids and Commercial bids, Technical Evaluation	13
11.	Deployment of resources	14
12.	Evaluation of Bids	15
13.	Period of validity of bids, Performance Guarantee	16
14.	Payment Terms, Award of Contract, Signing of agreement, Expenses for Contract	8
15. Erro	Failure to abide the Contract and Termination of Contract or! Bookmark not defined.	
16	Bid Submission Instructions (Technical, Commercial Proposals, Envelopes)	11
17	Disqualification	20
18	Late bids, Clarification of Bids, Completeness of Bids, Force Majeure, Disputes	22

# INVITATION OF PROPOSALS FOR ASSOCIATING WITH SPICES BOARD FOR THE PROJECT e-SPICE BAZAAR, AN e-COMMERCE PLATFORM FOR BETTER MARKET REACH AND PRICE REALISATION FOR SPICE FARMERS IN ANDHRA PRADESH AND TELANGANA

Tender Notification Table				
Tender Inviting Authority	Spices Board India			
Name of the Project	e-Spice Bazaar			
	To conduct ground level work and activities covering Guntur and Prakasam districts of Andhra Pradesh & Warrangal and Khammam districts of Telangana for better market reach and price realization of spice farmers.			
Basic functions of the project	It is proposed to cover approximately 52,000 farmers cultivating chillies and turmeric			
	Facilitate the formation of FPOs and establishment of Plant Health Clinics attached to every FPO in the project areas and facilitate marketing initiatives by farmers.			
Tender Reference No	e-Spice Bazaar/02/2016			
Place of availability of Proposal	Deputy Director & Chief Investigator (e-Spice Bazaar) Spices Board & Quality Evaluation Laboratory (Ministry of commerce & Industry, Govt of India) Near Old Market Yard Chuttugunta Centre Guntur 522004, Andhra Pradesh			
Tandar Submission Lagatics	Phone: 0863-2338570,  Spices Board & Quality Evaluation Laboratory (Ministry of commerce & Industry, Govt of India) Near Old Market Yard Chuttugunta Centre Guntur 522004, Andhra Pradesh			
Tender Submission - Location	Phone : 0863-2338570,			
For pre bid queries, please write to	sthampi.ps548@nic.in drpssthampi2000@gmail.com			
Date of Release of Request for Proposal	27 <sup>th</sup> April 2016			
Last Date and time for Submission	09 <sup>th</sup> May 2016, 5 pm			
Presentation by bidders	10 <sup>th</sup> May, 9.30 am onwards			

### 1. Definitions

"Applicable Law" means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Proposal.

"Bid Document" shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Proposal.

"Contract" shall mean the agreement to be entered into between Spices Board and the successful Bidder.

"Selection Committee" shall mean the committee constituted by Spices Board for selection of bidders.

### 2. Request for Proposal

- 1. The Invitation for Proposal for e-Spice Bazaar herein after called the Proposal can be downloaded from Spices Board website (<u>www.indianspices.com</u>) before the last date of submission. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the Proposal. Failure to furnish all information required as mentioned in the Proposal or submission of a Bid not substantially responsive to the Proposal in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 2. This document is non-transferable.

### 3. Disclaimer

Spices Board does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this Proposal. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Proposal.

Spices Board also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. Spices Board 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 document. The issue of this document does not imply that Spices Board is bound to select a Bidder and Spices Board reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

### 4. Interpretation

In this Proposal, unless the context otherwise requires:

- For the purpose of this Document, where the context so admits, the singular shall be deemed to include the plural and vice-versa and Masculine gender shall be deemed to include the feminine gender and vice-versa.
- 2. References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Proposal. The Schedules, annexure and addendums shall form an integral part of this Contract.
- 3. The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Document. References to the word "include" and "including" shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

### 5. Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Proposal. Failure to furnish all information required by the Proposal or submission of a bid not responsive to the Proposal. Document in every respect will be at the Bidder's risk and may result in rejection of the bid.

Spices Board shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

### 6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and Spices Board shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 7. Clarification of Bidding Documents

All clarifications from the bidders relating to this Proposal must be submitted in writing and send to the email ids as specified in the "Tender Notification Table" before the last date for receipt of clarifications as specified in the Tender Notification Table. Spices Board will not respond to any clarifications received after the last date for receipt of clarifications as specified in the Tender Notification Table. The mode of delivering written questions would be through email only and the queries should be sent in Word or Excel format only. In no event will Spices Board be responsible for ensuring that bidders' clarifications have been received by them. Telephone calls will not be accepted for clarifying the queries.

After the Proposal is released, Spices Board shall accept written questions/inquiries

from the bidders. Spices Board will endeavor to provide a complete, accurate, and timely response to all questions to all the bidders. However, Spices Board makes no representation or warranty as to the completeness or accuracy of any response, nor does Spices Board undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by Spices Board. All e mail communications sent by bidders to Spices Board must be sent to the email address provided in Tender Notification table.

### 8. Amendment of Proposal

- If Spices Board deems it appropriate to revise any part of this Proposal to issue additional information to clarify an interpretation of the provisions of this document, it may issue amendments. Such amendments will be hosted on the Spices Board website. Any such amendments shall be deemed to be incorporated by this reference into this Document.
- At any time prior to the deadline (or as extended by Spices Board) for submission
  of bids, Spices Board, for any reason, whether at its own initiative or in response
  to clarifications requested by prospective bidders, may modify the Proposal by
  issuing amendment(s).
- 3. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Spices Board, at its discretion, may extend the deadline for the submission of bids.
- 4. Spices Board does not take any responsibility for loss of communications through e mails. The bidders are expected to view the site mentioned under Tender notification.

### 9. Language of BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Proposal and / or the bidding process exchanged by the Bidder and Spices Board shall be written in English language only.

#### 10. Site Visit

The bidder may visit the Spices Board Guntur office, if need be, to obtain more information and collect the required details. Bidders are requested to communicate three days in advance about their visit. A maximum of two representatives from the bidder's organization will be permitted.

### 11. General Instructions

- 1. The Bidders are requested to read the Proposal document carefully.
- 2. The Bidder should abide by the terms and conditions specified in the Proposal document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- 3. The Spices Board reserves the right to make any changes in the terms and conditions of the Proposal.
- 4. The offers containing erasures or alterations will not be considered. Technical details must be completely filled in. Correct technical information of the service being offered must be filled in
- 5. In the event of any additional information required by the Spices Board other than what is mentioned in the Proposal, the Bidder shall duly submit such information to Spices Board in the prescribed time by e mail as given in this document. The Bidder shall submit the Tender Document duly sealed/stamped and signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete Proposal and other documents / requirements and shall comply with the same.
- 6. The Bidder cannot subcontract the work at any stage without prior written approval from the Spices Board.
- 7. Bids received with incomplete information / documents may be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.
- 8. All deviations from the Terms, Conditions and other details of the Proposal should be separately and clearly submitted.
- 9. Modification or Withdrawal of offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, Spices Board may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.
- 10. Preliminary Scrutiny: Spices Board will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Spices Board may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and Spices Board reserves the right for such waivers.
- 11. Filling up of the information using terms such as "OK", "accepted", "noted", as given in brochure / manual" is not acceptable.
- 12. Spices Board may treat offers not adhering to these guidelines as unacceptable.

### 12. Terms of Reference (TOR)

Spices Board is interested in selecting suitable Organisations for Management, Supervision, Monitoring, Reporting and Trouble Shooting, besides providing office support with computers having internet facilities and support for data entry processes in locations under the project area.

The terms of reference covers the following:

### 12.1 Purpose/ objective of the assignment Goal

e-Spice Bazaar is a market driven agricultural initiative through IT enabled knowledge centers that addresses the existing gap in agricultural information flow and transaction management in Chilly / Turmeric among the farmers of major chilli and turmeric growing Districts of Telangana and Andhra Pradesh States in a phased manner enabling conversion of under- performing farms into high yielding farms of quality products in demand, by leveraging ICT enabled services.

The main objective of the initiative shall be the facilitation and integration of economic activities of all member stake holders involved in chilli and turmeric farming.

The major objectives of the project are:

- To develop a detailed farmers database of the project area, providing unique Farm ID.
- To initialize and utilize the power of media, web and mobile to reach targeted farmers and provide information on demand to enhance their productivity and quality improvements. Organise farmer groups culminating in FPO formation.
- To enhance the awareness among the farmers especially medium and small size farmers and make them capable for better negotiation with traders.
- To identify potential traders and exporters to explore the market opportunity.
- To establish active enrolment and involvement of agricultural input providers, ware housing facility providers, logistic service support providers, banks and insurers etc.
- Improving food safety and traceability.
- To establish an active collaboration with the department of Horticulture and Agricultural University/research centers and other related organisations so as to solve the problems faced by farmers without any delay.
- All work leading to generating inputs for e-Commerce transaction through the website www. espicebazaar.com with the aim to eliminate the undue influence of middlemen and ensuring farmer traceability worldwide.

### 13. Proof of Concept

A Proof Concept of e-Spice Bazaar was conducted in the year 2015-16 covering 1000 chilli farms in Edlapadu Mandal of Guntur district in Andhra Pradesh through an NGO and the current proposal is based on the findings of the proof of concept.

Based on the experience gained out of this, the following scope of work is defined.

### 13.1 Scope of Work

The Scope of Work includes the following:

- ➤ Recruitment of Field Coordinators in the project area with the concurrence of the Spices Board. Required number of Field Coordinators in different project areas are given as under (The numbers may change depending on the necessity):
- > Requirement of Field Coordinators:
  - a. For Guntur district in AP:

First year - 14 Second year - 7

b. For Prakasam district in AP

First year- 10 Second year- 5

c. For Khammam district in Telangana

First year - 13 Second year - 6

d. Warrangal district in Telangana

First year- 13 Second year- 7

#### **Qualifications:**

#### **Essential:**

Graduates in Agriculture/ Horticulture, Diploma in Agriculture / Horticulture, Rural Development, Social Work.

Fluency in Telugu and English

#### Desirable:

Proven working knowledge in computer applications/ android devices, and minimum of one year experience in agricultural field work, Traceability, Watershed management.

Aptitude for social work and extension.

➤ The work involves extensive travelling in the villages and it is preferred to have Field Coordinators with two wheelers.

## Honararium of the Field Coordinator will be borne by the Spices Board.

➤ Selection of the villages based on the requirements of Spices Board in the notified project areas.

➤ Confirming the norms fixed by the Spices Board for selection of required number of chilli and turmeric farmers in the project areas as under:

#### **Andhra Pradesh:**

Guntur - 10,000 Chilli farmers, 6,000 turmeric farmers Prakasam: 10,000 Chilli farmers.

### Telangana:

Warrangal & Khammam districts- 20,000 Chilli farmers, 5,000 Turmeric farmers.

- ➤ Selection of the villages and spice farmers to be completed within 30 days time. (Only farmers cultivating chillies and turmeric holding minimum of one acre are to be included in the project).
- ➤ Survey using GPS to be completed within Six months using Android Mobile applications (Mobiles for the Field Coordinators to be provided by Spices Board). The format will be provided by the Spices Board.
- ➤ Data entry, verification of data and uploading of the data on a regular basis.
- ➤ Formation of farmer groups (100 farmers each) in the project area and selection of group leaders.
- ➤ Conducting training programmes for the Field Coordinators, Group Leaders and Farmers. Spices Board will detail on schedules, content and the number of training programmes to be conducted. Cost of training will be met by the Spices Board.
- ➤ Regular interface with the farmers and recording of the farm practices right from seed to market in farm notebook / using android phones for generating input for the web portal.
- ➤ Popularising IPM/ Organic cultivation of Chillies and Turmeric among farmers in project areas.
- Surveillance of the crop and farms for pest, diseases and natural enemies and the forwarding the information to experts for problem solving.
- ➤ Initiating formation of Farmer Producer Organisations and "Vyavasaya Arogya Kendras (VAKs), which are Plant Health Clinics, to aid, support and guide the farmers for Good Agricultural Practices.
- As the harvest season starts, regular recording of the harvested quantities and posting them in the e-Spice Bazaar Portal.
- ➤ Regular interactions with horticultural officers, local traders, input supplying agencies and other related agencies helpful to the farmers for better production.
- ➤ Initiatives in problem solving of farmers in crop management through effective supervision of Field Coordinators.
- ➤ Providing Barcodes for labeling the consignments of the farmers before dispatching to cold stores or for market sales.
- > Conducting field level campaigns using Traditional and modern tools.

### 13.2 Proposed schedule for completing the Assignment

The contract period for the assignment shall be for two years, commencing from May 2016 to May 2018.

### 14. Deliverables

- 1. Assist in the recruitment of Field Coordinators as per the norms fixed by the Spices Board.
- 2. Supervising the Field Coordinators in every activity connected with the project work.
- 3. Conducting base line surveys in the project areas using the Field Coordinators and digitizing the data( as per guidelines from Spices Board).
- 4. Formation of Farmer groups, selection of group leaders and conduct of regular meetings.
- 5. Assisting the Spices Board in organizing training and capacity building programmes in the project area.
- 6. Popularisation of the e-Spice Bazaar concept among the farmer in the project areas using traditional and modern audio visual means.
- 7. Weekly and monthly report submissions to Spices Board in different as per Board's requirement in the specified format.
- 8. Timely distribution of honorarium for the Field Coordinators . Payment will be arranged by the Spices Board every month on receipt of report and attendance sheet of the incumbents.
- 9. Responsibility in sorting out local issues and problems relating to the execution and management of the project.
- 10. The Successful bidder is responsible for all the physical components such as Android phones/ Tablets or any other equipment supplied to the organization for the implementation of the project.
- 11. Proper maintenance of all the documents pertaining to the project work. It should be made available for inspection by the Spices Board.
- 12. Formation of FPOs and VAKs.

### 15 Technical Bid Requirements

The Technical Bid should cover:

- 1. Covering Letter on the letter head as per Annexure A
- 2. Checklist of Submissions
- 3. All supporting document justifying the Technical Evaluation Criteria
- Profiles of team members proposed to be deployed from the Organisation –
   Annexure D
- 5. Any other relevant information that may be of interest for the project under consideration.

### **16 Commercial Proposal Guidelines**

- 1. Commercial proposal to include the covering letter as given at **Annexure B**
- 2. Unless explicitly indicated, the bidder must not include any technical information regarding the services in the Commercial proposal.
- 3. As part of the commercial proposal, the bidders shall mandatorily quote for all the components as mentioned in the commercial bid format given in the Document..
- 4. Commercials for all components including optional components should be valid and firm for the entire duration of the project.
- 5. The bidders are required to distinctly mention nature, percentage and amount of applicable tax/duties/levies, if any.
- 6. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications. No upward adjustment of the commercial price (to be mentioned in the letter of intent) shall be made on account of any variations except for tax component. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

#### 7. Correction of Error:

- i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to Spices Board. All corrections, if any, should be initiated by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- ii. Arithmetic errors in proposals will be corrected as follows:
  - 1. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
  - In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the total price given for a line item / component will be considered.
- 17. All costs incurred due to delay of any sort, shall be borne by the bidder.
- 18. Spices Board reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- 19. The commercial bid should be provided in the order as per commercial bid format of this Proposal given at **Annexure C**.
- 20. Following costs shall be borne by Spices Board and bidder is not required to quote for the same.
  - Honorarium for the Field Coordinators selected by the Successful bidder in consultation with Spices Board.

- All the Training costs including training material.
- Cost of Publicity materials...
- Cost of Android Phones and other material to be supplied for the project work.

### 17 Opening of Technical Bids

### 17.1 Opening of Bids

Last date and time for submission of commercial and technical bids: 9<sup>th</sup> May 2016 before 5 pm. Spices Board will open all Technical Bids only as mentioned in the "Tender Notification Table". The Bidder's representatives who are present shall mark their attendance in Spices Board. In the event of the specified date of Bid opening being declared a holiday for Spices Board the Bids shall be opened at the appointed time and location on the next working day. No separate intimation will be given by the Board to the bidders in this regard.

#### 17.2 Announcement of Bids

The Bidder's names, Bid modifications or withdrawals and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

#### 17.3 Bids Not Considered for Evaluation

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

### 18 Opening of Commercial Bids

Commercial bids of Organisations shortlisted in the technical bid will only be opened and compared after the technical evaluation. The Spices Board will prepare minutes of the Commercial Bid Opening.

The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately. The terms and conditions applicable under 17.1 will hold good here also.

### 19 Technical Evaluation Criteria

The Bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, Spices Board shall determine whether each bid is:

- Complete
- Is accompanied by the required information and documents and
- Is substantially responsive to the requirements set forth in the Proposal. (Fill the eligibility criteria form below as specified by the Spices Board for the bidders in the following format)

SPICES BOARD shall short-list only those organizations who fulfill the following criteria: The Bidder should be a registered organization with full office set up having technically qualified and well experienced strong in-house resource base as follows.

### 19.1 Deployment of Resources

### Organization winning the contract should have the following resource base.

SI. No.	Resource	Required (no's)	Qualification	Exp (No: of years)
1	Team Leader	1	Post graduate degree in Agriculture/ Horticulture/ Social Work/ Rural Development / ICT in Agriculture	10
2.	Assistant Team Leader	1	Post Graduate	3
2	Data entry operators	2	Proficiency in handling computers and programmes including Tabs/ Mobiles.	2
3	Office Staff	3	Functional Knowledge in office mgt	3

Names, qualifications and experience of Resource persons should form part of the Bid as in **ANNEXURE D.** 

- i. The applicant shall be a single entity, registered as an Organisation or Society under respective acts in India & should have been in existence in India for the last Five years.
- ii. The agency must be registered in Andhra Pradesh or Telangana with appropriate tax and other administrative authorities.
- iii. The organization should have had an average annual financial turnover of at least Rs.1 Crore in the last three financial years in Agriculture/Rural Development sectors and audited and certified by the Chartered Accountant of the Organization.
- iv. The organization should have successfully executed at least three projects with a turn over of Rs 20 lakhs in the field of Agriculture/Rural development in the last three years:
- vi. Should have technically qualified and well-experienced strong in-house resource base on Organisation role.
- vii. The applicant should furnish an undertaking to the effect that the Organisation has not been black listed in India.
- viii. Documentary Support for all the above must be provided.
- 2. The technical evaluation criteria is broadly defined as under. Bidder has to provide documentary proof against each criteria:

S.No.	Evaluation Criteria		Weightage
1.	Experience of the organization during last 5 years		
	l.	Experience in implementation of projects in Traceability in any of the agricultural commodities	10

	II.	Experience in Conducting Agriculture/ Rural development projects worth Rs 20 lakh and above in the last three years.	
i	iii.	Availability of technically qualified manpower in the organization to run projects of similar nature	10
i	iv.	Location of the head quarters of the Organisation in the project area	10
,	V.	Proposed methodology for execution of the project	5
		TOTAL	50

- 3. If deemed necessary, Spices Board in its sole discretion to make required variations in the cut off points for technical evaluation including criteria for technical evaluation.
- 4. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- 5. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.
- 6. Failure of the Bidder to agree with the Terms & Conditions of the Proposal shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

### **20 Evaluation of Bids**

- 1. Tender Evaluation Committee (TEC): Spices Board will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.
- 2. The TEC will carry out a detailed evaluation of the Technical Bids received in order to determine the same are substantially responsive to the requirements set forth in the Request for Proposal.
- 3. The TEC shall first evaluate the Technical Proposal. The TEC while evaluating the Technical Proposals shall have no access to the Commercial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation. Evaluation of the technical proposal will be done and at this stage the Commercial bid (proposal) will remain unopened.
- 4. Technical Presentation: Spices Board will invite, if necessary, only those bidders satisfying the Technical Evaluation criteria, to make a presentation for technical evaluation as per the evaluation criteria given in the Proposal.
- 5. TEC will award marks based on evaluation criteria and only those bidders

- obtaining 60 per cent and above will be qualified for commercial bid. Only these qualified commercial bids will be opened
- 6. Commercial proposals shall be opened on the date & time specified by the Spices Board, in the presence of the bidders' representatives who choose to attend.
- 7. The financial bid of the qualified bidders will be opened and will be graded based on the bid value
- 8. There should be no mention of prices in any part of the bid other than the commercial bids.
- 9. In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
- 10. Any attempt by a Bidder to influence in the bidding evaluation process may result in the rejection of the Bid.
- 11. The TEC reserves the right to enter into negotiations to fix the cost for execution of the tasks listed in the document with shortlisted / chosen bidder.

### 21 Period of Validity of Bids

- Validity Period: Bids shall remain valid for Sixty days after the date of bid opening prescribed by Spices Board. Spices Board holds the right to reject a bid valid for a period shorter than Sixty days as non-responsive, without any correspondence.
- 2. **Extension of Period of Validity:** Under exceptional circumstances, Spices Board may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.
- 3. A bidder granted extension of validity shall not be permitted to modify his technical or commercial bid

### **22 Performance Guarantee**

- ❖ A Security Deposit as Performance Bank Guarantee of 5% of the total contract value shall be submitted by the bidder to Spices Board within One month of award of the contract for a period of two years. The security deposit will be returned only after the successful completion of the project.
- ❖ The performance of the selected bidder in the project execution work will be reviewed by Spices Board and the continuance of the work by the selected bidder for further period in the contracted period will depend on the performance reviewed.
- ❖ The Spices Board will have absolute right to terminate the contract or extend the contract with the selected bidder for a further period. The decision of the bidder will be binding on the bidder.
- The Spices Board will conduct quarterly review of the work conducted by the selected bidder and if found not satisfactory, the Spices Board will unilaterally terminate the Contract after giving one month's notice by which time all the electronic gadgets, other devices and relevant records are to be submitted to the Board. The Bidder will forfeit the security deposit in such an event.

### 23 Payment Terms

Payment towards honorarium and other components where Spices Board is responsible for payment will be made to the organization on production of relevant documents on a monthly basis.

Management expenditure for the Organisation will be paid as follows:

- 10% as mobilization advance
- 20% after three months from the date of the contract
- 10% after six months from the date of the contract
- 10% after nine months from the date of the contract
- 10% after twelve months from the date of contract
- 15% after Sixteen months from the date of contract
- 10% after twenty months from the date of contract
- 15 % after the successful completion of the project.

### 24 Award of Contract

Spices Board's right to accept any bid and to reject any bid or all bids notwithstanding anything stated herein, Spices Board reserves the right to accept full or part of the bid or reject any bid, and to cancel/annul the bidding process and reject all bids at any time before the award of the Contract.

Spices Board shall notify the successful bidder through letter or fax for award of the work. The Bidder shall acknowledge the work order in writing and send an acceptance of the work order in writing within 7 (seven) working days from the receipt of the work order.

### 25 Signing of Agreement

Pursuant to the bidder acknowledging the Letter of Acceptance, the Bidder and Spices Board shall enter into contract within 7 (seven) working days from the date of acknowledgment of the Letter of Acceptance, and sign the Contract. Spices Board shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract.

The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

### **26 Expenses for the Contract**

All incidental expenses of the execution of the contract/ agreement shall be borne solely by the successful Bidder and the Spices Board shall not refund such amount to the successful Bidder.

### 27 Failure to abide the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation

of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of Spices Board with such penalties as specified in the Bid Document and the Contract.

In case of termination of the contract due to failure to abide the terms and conditions laid in the Proposal document, bid contract or the agreement will result in forfeiting of the Bank guarantee.

### 28 Termination of Contract

- Spices Board reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by Spices Board.
- Spices Board makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This Proposal does not constitute an offer by Spices Board. The bidder's participation in this process may result in Spices Board selecting the bidder to engage in further discussions toward execution of an agreement. The commencement of such discussions does not, however, signify a commitment by Spices Board to execute an agreement.

### 29 Governing Law

The laws of Republic of India shall govern the Proposal Document and the Contract.

### 30 Authentication of Bid

The original and all copies of the Bid Document shall be sealed and signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

### 31 Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature and stamp.

### 32 Bid Submission Instructions

Submission of the bids must be in accordance with the instructions given below:

### **32.1 Envelope 1: Technical Proposal**

The Technical Proposal must be prepared in accordance with the requirements specified in this Proposal. The bidders must submit hard copy of technical proposal. The Hard Copy must be signed by the authorized signatory on all the pages. The technical proposal copy must be put in the envelope which must be sealed and super-scribed "Technical Proposal- eSpice Bazaar" along with the Tender Reference Number. Contact details of the bidder with full address and phone number should also be mentioned on the envelope. This envelope must not contain the Commercial proposal, in either explicit or implicit form, in which case the bid will be rejected.

### 32.2 Envelope 2: Commercial Proposal

The Commercial Proposal must be prepared in accordance with the requirements specified in this Proposal. Only ONE hard copy of the commercial proposal is required to be submitted. The Hard Copy must be signed by the authorized signatory on all the pages. Unsigned Hard Copy of the Commercial Proposal will lead to rejection of the bid. The commercial proposal must be put in the envelope which must be sealed and super scribed "Commercial Proposal —eSpice Bazaar (Not to be opened with the Technical Proposal)" along with the Tender Reference Number. Contact details of the bidder with full address and phone number should also be mentioned on the envelope

### **32.3 Envelope 3**

Envelopes 1 and 2 must be put in envelope 3 and must be properly sealed...

**Envelope 1** - Proposal Covering letter, Technical Proposal

**Envelope 2** - Commercial Proposal

This "Envelope 3" shall be super-scribed as follows: "BID FOR eSpice Bazaar".

**Project Submitted by:** < Contact details of the bidder with full address and phone number should also be mentioned on the envelope>

#### Note:

- The outer and inner envelopes mentioned above must indicate the name and address of the Bidder
- Failure to mention the address on the outside of the envelope could cause a proposal` to be misdirected or to be received at the required destination after the deadline.
- If any of the above envelopes is not sealed properly then Spices Board reserves the right to treat the proposal as defective, invalid and rejected.
- 1. It is important that both Technical Proposal as well as Commercial Proposal is properly indexed with all pages sequentially numbered either at the top or at the bottom right corner of each page.
- 2. Technical and Commercial bids will have to be submitted ONLY in SPIRAL / HARD BOUND form.
- 3. Spices Board will not accept delivery of proposal in any manner other than that specified in this Proposal. Proposal delivered in any other manner shall be

treated as defective, invalid and rejected.

- 4. A board resolution authorizing the bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of Proposal shall be included in the technical proposal. Please provide complete chain of documents showing initial delegation by the board and any further sub delegation.
- 5. The proposals shall be valid for a period of Two months from the date of opening of the proposals. A proposal valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, at its discretion, Spices Board may solicit the bidder's consent for an extension of the bid validity period. The request and the responses thereto shall be made in writing through Post/fax/ email.

### 33 Address for submission of Bid

Bids shall be submitted on or before the last date at the specified address in the Tender Notification Table.

### 34 Responsibility of the Bidder

If the outer envelope is not sealed and marked as required, Spices Board will assume no responsibility for the Bid's misplacement or premature opening.

### 35 Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more of the following conditions are violated.

#### a. Violation of the bid submission process

- a. Commercial proposal and Technical proposal are not submitted in the prescribed formats and mode as given in the Proposal.
- b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal
- c. If it comes to Spices Board 's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement
- d. If a bidder submits more than one bid

### **b.** Non-compliance to the conditions of the bidding process

- a. The Proposal response documents are not signed as per guidelines.
- b. The Bid validity period is shorter than the required period
- c. The Bid is not submitted in accordance with this document
- d. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices

- e. The bidder qualifies their Bid with their own conditions or assumptions
- f. Bid is received in incomplete form
- g. Bid is not accompanied by all the requisite documents

#### c. Non responsive Content of the proposal

- a. Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
- b. The deliverables as given in the Technical proposal should be in consonance with the Commercial proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid

### d. Inability to respond in accordance with the Bidding Guidelines

- a. The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions
- b. The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within 15 days of the date of issue of letter of intent or within such extended period, as may be specified by Spices Board.

### e. Fraudulent and Corrupt Practice

- a. Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:
- b. "Corrupt" practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
- c. "Fraudulent" practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;

#### f. Consequences of disqualification

- a. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this Proposal.
- b. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with Spices Board will be entertained.
- c. If the disqualification is for the reasons of fraudulent or corrupt practice, Spices Board has the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules

#### g. Late Bid

Any bid received by Spices Board after the deadline for submission of bids prescribed by Spices Board, will be summarily rejected. Spices Board shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

#### h. Clarification of Bids

To assist in the evaluation, comparison and an examination of bids, Spices Board may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. If the response to the clarification is not received before the expiration of deadline prescribed in the request, Spices Board reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### i. Completeness of Bids

Spices Board will examine the bids to determine whether they are complete, whether they meet all the conditions of the Proposal Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Proposal..

### j. Force Majeure

If at any time during continuance of this contract, the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, guarantine restrictions (hereinafter referred to as eventualities) then, the notice of the happening of any such eventuality shall be given by the Bidder to the Spices Board within 2 (two) days from the date of occurrence. Neither party shall by reasons of such eventuality, be contract, nor shall have for to terminate this any damages, compensations against the other in respect of such nonperformance or in performance, and deliveries under this contract. Normal working shall delay be resumed as soon as such eventuality has come to an end or ceased to exist.

Provided that if the performance in whole or in part by the bidder or any obligation under this contract is prevented or delayed by reasons of and such eventuality for a period exceeding 30 (thirty) days, then the Spices Board may terminate this contract by giving notice in writing.

#### k. Resolution of disputes

The dispute resolution mechanism shall be as follows:

- a. In case of any dispute between Spices Board and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration accordance with Indian Arbitration and Conciliation Act 1996.
- b. If such dispute arises then either party may forthwith give the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.

- c. The Secretary, Spices Board will appoint the designated officer mutually agreed between the parties will work as an arbitrator.
- d. The decision of the arbitrator shall be final and binding upon both the parties, i.e. Spices Board and the successful bidder.
- e. All unresolved disputed matters will have the jurisdiction of Cochin, Kerala State so far as legal and court matters are concerned.







### Annexure A

**Proposal covering letter** (To be submitted on the Letterhead of the bidder)

<b>T</b> -	<b>n</b> -1
To.	Date:
	_ ~

Deputy Director & Chief Investigator (e-Spice Bazaar)
Spices Board & Quality Evaluation Laboratory
(Ministry of commerce & Industry, Govt of India)
Near Old Market Yard
Chuttugunta Centre
Guntur 522004, Andhra Pradesh

### Ref: INVITATION OF PROPOSALS FOR ASSOCIATING WITH SPICES BOARD FOR THE PROJECT e-SPICE BAZAAR, AN e-COMMERCE PLATFORM FOR BETTER MARKET REACH AND PRICE REALISATION FOR SPICE FARMERS IN ANDHRA PRADESH AND TELANGANA

Dear Sir,

Having examined the Invitation Proposal, we hereby acknowledge to provide professional and management services outlined in the Proposal for implementation of e-Spice Bazaar in Andhra Pradesh and Telangana. To meet such requirements and to provide the required services given

- 1. We attach hereto the response as required in the Proposal, which constitutes our proposal.
- 2. We are bidding as a single legal entity and are not part of any consortium
- 3. We agree for unconditional acceptance of all the terms and conditions set out in the Proposal and also agree to abide by this tender response for a period of TWO MONTHS from the date fixed for bid opening.
- 4. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Spices Board is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.
- 5. Subject to us being the successful bidder, until a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your LOI, shall constitute a binding agreement between us.
- 6. We, the bidder, would like to confirm that the proposed solution components:
  - a. Comply to the requirements of this Proposal and
  - b. If during the implementation of the e-Spice Bazaar, it is found that any of the proposed activities are inadequate to meet the specifications/requirements of this

Spices Board of India Page 1 | 4

Proposal, the required activities will be executed without any financial burden to Spices Board.

- 7. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.
- 8. We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed in the Form Annexure III of this Proposal.
- 9. We agree that Spices Board is not bound to accept any tender response that they may receive. We also agree that Spices Board reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.
- 10. It is hereby confirmed that we are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- 11. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between Spices Board and our organization.

Authorised Person (Primary)	Authorised Person (Secondary)
Name:	Name:
Title:	Title:
Company Name:	Company Name:
Phone:	Phone:
Mobile:	Mobile:
E-mail:	E-mail:

12. We understand that it will be the responsibility of our organization to keep Spices Board informed of any changes in this list of authorized persons and we fully understand that Spices Board shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice

Spices Board of India Page 2 | 4

of any change in the authorized person(s) of the company is not provided to Spices Board.
(Signature)
Name:
Designation:
Date:
Duly authorized to sign the Tender Response for and on behalf of:
(Name and Address of Company) Seal/Stamp of Bidder

Spices Board of India Page 3 | 4







### **Annexure B**

**Commercial proposal Covering letter**(To be submitted on the Letterhead of the bidder)

To, Date:

Deputy Director & Chief Investigator (e-Spice Bazaar)
Spices Board & Quality Evaluation Laboratory
(Ministry of commerce & Industry, Govt of India)
Near Old Market Yard
Chuttugunta Centre
Guntur 522004, Andhra Pradesh

Ref: Implementation of e-Spice Bazaar at Spices Board

Dear Sir,

Having examined the Proposal,, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Proposal for the implementation of e-Spice Bazaar at Spices Board in Andhra Pradesh and Telangana.. To meet such requirements and to provide services as set out in the Proposal, the following is our quotation summarizing our Commercial proposal.

- 1. We agree for unconditional acceptance of all the terms and conditions in the Proposal and also agree to abide by this bid response for a period of TWO MONTHS from the date fixed for opening the Commercial bid.
- 2. We do hereby undertake that Commercial proposal submitted by us is inclusive of all the items in the Technical proposal and is inclusive of all the clarifications provided/may be provided by us on the Technical proposal during the evaluation of the Technical offer.
- 3. We understand and agree that our Commercial proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial proposal submitted by us.
- 4. We understand and agree that assumptions made in the bid proposal shall not have any commercial implications.
- We undertake, if our proposal is accepted, to provide all the services to implement the solution as put forward in this Proposal or such modified requirements as may subsequently be mutually agreed between us and Spices Board or its appointed representatives.

Spices Board of India Page 1 | 3

- 6. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the Proposal issued by any Nationalized Banks or scheduled bank in India, acceptable to Spices Board for a sum equivalent to 5% of the total agreement value for the due performance of the agreement.
- 7. Subject to us being the successful bidder, until a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your LOI, shall constitute a binding agreement between us.
- 8. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to Spices Board is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Spices Board as to any material fact.
- 9. We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.
- 10. It is hereby confirmed that we are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

documents, which may be required in this connection.
(Signature)
Name:
Designation:
Date:
Duly authorized to sign the Tender Response for and on behalf of:
(Name and Address of Company) Seal/Stamp of Bidder

Spices Board of India Page 2 | 3







### **Annexure C**

### **Commercial Bid Format** (On Letterhead of the Bidder)

SI. No.	Description of Services/Components	Period	Cost / Price	Taxes (Specify Rate)	Total
1	Survey and selection of spice farmers:  Andhra Pradesh: a. Guntur: 10,000 Chilli farmers 6,000 turmeric farmers b. Prakasam: 10,000 Chilli farmers Telangana:  a. Warrangal & Khammam districts 20,000 Chilli farmers 6,000 turmeric farmers	2016 to 2018			
2	Implementation Support	2016-18			
3	Training of Field Coordinators and Farmers on Survey using android phones, Farm coordinates, GAP, Traceability, group formation, FPO organization and market linkage	2016-18			
4	Identification and selection of Field Coordinators under the supervision of Spices Board  a. Guntur First year 14 Second year 7 b. Prakasam First year 10 Second year 5 C . Khammam First year 13	2016-18			

Spices Board of India  $P\ a\ g\ e\ 1\mid 3$ 

	Second year 6			
	c. Warrangal First year 13 Seond year 7			
5	Providing office for FPO, space for Plant Health Clinic and providing technically qualified Field Coordinator to supervise both the Clinic and the farmers in the local area	2016-18		
6.	Management, Supervision, Monitoring, Reporting and Trouble Shooting. Providing office support with computers having internet facility and support for data entry processes in four districts	2016-18		

(Signature	)

Name:

Designation:

Date:

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

Spices Board of India Page 2 | 3







### **Annexure D**

### **Resource Capacity of the Bidding Organization**

SI. No.	Resource	Qualification	Exp (No: of years)
1	Team Leader		
2.	Assistant Team Leader		
2	Data entry operators		
3	Office Staff		

Names, qualifications and experience of Resource persons should form part of the Bid as

(Signature)

Name:

**Designation:** 

Date:

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

Spices Board of India Page 1 | 2