

REQUEST FOR PROPOSAL



**SELECTION AND APPOINTMENT OF SERVICE PROVIDERS FOR
ONLINE SALE OF SPICES THROUGH THE E-SPICE BAZAAR
PORTAL TO FACILITATE SOURCING FOR EXPORTS**

Reference No: MKT/e-SpiceBazaar/01/2021 MSTCL

Tender Reference: SPICEB/20-21/ET/4

Spices Board

(Ministry of Commerce & Industry, Govt. of India)

Sugandha Bhavan, N.H. Bypass, Palarivattom PO,

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Bid Schedule and Address

Sl. No	Description	Detailed Information
1	Name of the Project	Selection and appointment of Service Providers for online sale of spices through E-spice bazaar portal to facilitate sourcing for Exports
2	RFP Reference No	MKT/e-SpiceBazaar/01/2021
3	Date of publishing in MSTC e-procurement portal	09/11/2021
4	Pre-Bid meeting	11/11/2021
5	Last date and time for Bid Submission	24/11/2021, 5.30 PM
6	Address of Bid Submission (hardcopy)	Mr. Nithin Joe Dy. Director Spices Board (Ministry of Commerce & Industry, Govt. of India) Sugandha Bhavan, N.H. Bypass, Palarivattom PO, Kochi – 682025, Kerala, India
7	Last date for receipt of hardcopy of Technical Bid	24/11/2021
8	Date and Time of Opening of Technical Bid	25/11/2021, 2.00 PM
9	Date of the Presentation	29/11/2021
10	Date and time of Financial Bid Opening	30/11/2021, 2.00 PM
	Bid Related Queries	Email: nithin.joe@nic.in , Phone: 0484 2333610; Extn: 510

1. ABOUT SPICES BOARD

Spices Board (Ministry of Commerce and Industry, Government of India), a statutory body formed under the Spices Board Act, 1986, is the flagship organization for the development and worldwide promotion of spices and spice products from India (hereinafter referred to as “**Spices Board**” or “**Board**” for brevity). The Board is an international link between the Indian exporters and the importers abroad and carries out various activities for export promotion, post harvest improvement, processing, quality assurance & value addition of spices and also for strengthening export sourcing of spices.

2. OVERVIEW

Spices Board in association with Ministry of Electronics and Information Technology (MeitY) had implemented a pilot project titled "e- spice bazaar" for a period of 36 months, from 2015 to 2018, for better market reach and price realization to domestic spices farmers. The project was implemented predominantly in chilly and turmeric growing areas of Prakasham and Guntur districts of Andhra Pradesh and Khamam and Warangal districts of Telangana, through an IT enabled platform e-spice bazaar webportal. A total of 53941 chilli and turmeric farmers from Guntur & Prakasham districts of Andhra Pradesh and Khamam & Warangal districts of Telangana have registered in the portal (6052 turmeric and 22004 chilli farmers in Andhra Pradesh; 5111 turmeric and 20774 chilli farmers from Telangana).

The project envisaged enabling an electronic platform (<http://www.espicebazaar.in>) for individual spice farmers to connect to traders/exporters, thereby ensuring better market reach and price realization to the domestic spice farmers. Some of the additional features of the e-spice bazaar web portal were advisory services (Package of practices, address of testing labs, link to important sites, etc), Information Services (weather information, latest price, directory of registered farmers and buyers, managing harvesting schedule for bulk offer surveillance, provision for uploading quality testing and other relevant reports, etc) and traceability services (Global Farm Identification (GLN) to each farm for traceability). The pilot project was completed in 2018 and all the objectives were accomplished during the implementation of the pilot project, except the incorporation of payment gateway in the portal. The e-spice bazaar portal was well accepted by the farmers in the region where it was implemented and the portal was able to establish trade. However, a major part of the resultant trade got effected outside the portal due to the relative lack of expertise of the farmers, at that point, in conducting online transactions as well as the non-incorporation of payment gateway within the portal.

Spices Board proposes to strengthen the e-spice bazaar web portal for allowing trade of spices by engaging suitable service providers. In this regard, the Board has invited Expression of Interest (Stage I) from persons who are eligible to carry out the project for the Board. Eleven firms from all over India have participated in the EOI. A Committee constituted by the Secretary, Spices Board, for the evaluation of the EOI, have shortlisted five firms as having satisfied the eligibility criteria for next stages of the selection process as per the documents submitted by them. **Accordingly, this RfP is invited ONLY from the five firms which have been shortlisted as qualified, based on the Expression of Interest.**

On selection and appointment, the service providers shall offer their services on the agreed business model and are responsible for addressing the grievances/disputes of the buyers/sellers. Spices Board will continue to own the e-spice bazaar portal, oversee the online sale of spices by the service providers, monitor their performance, issue directions to take specific action to meet the objectives of the project and take suitable steps as deemed necessary to increase the trade volume and overall efficiency of the system; the service providers shall be bound by the directions issued by the Board in this regard.

3. OBJECTIVE

The objective of the RfP is to select and appoint suitable service provider(s), from amongst the shortlisted five firms in the Stage 1 (EoI), for providing end-to-end integrated solution in relation to pre-sale, sale and post sale activities for spices produced in the States of Andhra Pradesh & Telangana through the e-spice bazaar portal to facilitate sourcing for exports. The selected service provider/firm shall then implement the project in areas where chilly, turmeric, other spices etc., are grown in the States of Andhra Pradesh and Telangana.

The selected service provider shall undertake online sale of spices through its proprietary, customized and secure electronic platform suitable for public access, which shall be integrated to the e-spice bazaar web portal. e-spice bazaar web portal of Spices Board will act as the virtual marketplace and a gateway and actual trade transactions and functionalities shall happen through the proprietary, secure and customized platform provided by Service Provider. The electronic platform provided by service provider will hereafter be referred as 'Platform' and e-spice bazaar web portal of Spices Board will hereafter be referred as 'Portal'.

The online sale of spices shall be undertaken through the Platform in accordance with the guidelines to be issued by Spices Board. Also, the Platform shall have a provision for incorporating a payment gateway / settlement mechanism.

The service provider shall promote the e- spice bazaar portal, register buyers and sellers in the e-spice bazaar portal, implement and provide a traceability mechanism, enable and monitor sale of the produce through the portal, facilitate availing of necessary support services, such as logistics, warehousing/cold storage, quality evaluation / assaying, reporting, other allied services etc by the stakeholders and act as a link between the buyer and the seller. Also, the service provider shall ensure that the spices finally supplied to the buyer, match with the quality and quantity of spices offered for sale by the seller and further shall ensure that payments are effected within the prescribed time. Also, Spices Board is collaborating with UNDP for developing a "Blockchain Traceability Interface for Indian Spices. It is proposed to integrate this interface with the e-spice bazaar portal, once the interface is developed by UNDP. Once selected, the parties shall enter into definitive agreements to define the deliverables, roles and responsibilities under this project.

The appointed firm(s) shall be empaneled, initially for a period of two (2) years, which may be extended for further periods of one (1) year, subject to a maximum of three (3) extensions, based on mutually agreed terms and conditions.

4. EXTENT OF PROPOSAL

The bidders should note that any proposal submitted in response to this RFP and all associated amendments or clarifications submitted during evaluation, would form part of any subsequent agreement/contract/license to be signed for the services relating to the project.

5. SCHEDULE OF ACTIVITIES FOR RFP

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

The bidders can submit the bid response online through the MSTC e – procurement portal (<https://www.mstcecommerce.com/>). A hardcopy of the documents shall be submitted to Mr. Nithin Joe, Deputy Director, Spices Board, Sugandha Bhawan, N H Byepass, Palarivattom P.O, Kochi – 682 025, so as to reach the addressee within the last date prescribed in the bid schedule. The Board may, in its sole discretion, extend the due date by notification uniformly for all bidders. Bids once submitted shall not be allowed to be modified, substituted or withdrawn by the Bidder. Bids submitted after the deadline will be summarily rejected.

6. DUE DILIGENCE.

The bidders are expected to examine all instructions, terms and specifications stated in this RfP. The bid shall be deemed to have been submitted after careful study and examination of this RfP document. The bid should be precise, complete and as per the requirement of this RfP document. Failure to furnish all information or submission of a bid not responsive to this RfP will be at the bidders' risk and cost. Incomplete submission or errors in bids may result in rejection of the bid. The decision of the Board in this regard shall be final and binding on the bidder. Also the grounds for rejection of a bid should not be questioned after the final declaration of the successful bidder (s). If a bid contains false or misleading information, which comes to the knowledge of the Board at a later stage, then the Board has the right to take all action against the bidder under law for submission of false and misleading documents, including without limitation to termination of work order/agreement, invocation of bank guarantee etc. The bidder is requested to carefully examine the RfP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RfP document, the bidder may seek necessary clarifications by e-mail as mentioned in the Bid Schedule.

7. PRE-BID MEETING

All the bidders who wish to participate in the tender, may participate in the pre-bid meeting which will be held in online mode on the Pre Bid date and Time mentioned at Bid Schedule.

8. SCOPE OF WORK / DELIVERABLES

1) Spices Board intends to select and appoint the successful bidder (s) from firms shortlisted as per the EoI process, for undertaking online sale of spices through their proprietary, customized and secure electronic platform for public use, which shall be integrated with the Board's e-spice bazaar web portal through suitable Application Programming Interfaces (APIs). The firms shall be

ready to infuse modifications on their existing platform and introduce features as recommended by the Board, for the sake of uniformity and for meeting various objectives of the project. **The firm shall own / shall have full rights to operate the electronic platform**, subject to the Board's direction on the manner and mode of operation of the Platform within the Portal, and should be able to provide services, best practiced in the industry clubbed together with latest technology.

2) The selected successful bidder (s)/firm (s) shall be responsible to facilitate online sale of spices **by providing a user friendly and effective business model via the electronic Platform**. The proposed model shall be innovative in nature and shall be able to accommodate large number of buyers and sellers and in the process ensure fair price discovery in a transparent and secure manner. Data privacy and security of the information processed via the portal, including any personal, identifiable or financial information of the farmer, buyer or any other stakeholder, is a key intended functionality of the Platform. Further, the firm shall ensure that their business model shall include necessary support services, such as logistics, warehousing/cold storage, quality evaluation / assaying and reporting etc through own resources or third party service providers, in a transparent manner for the sellers and buyers, for which adequate provisions shall be provided in the electronic Platform.

3) The business model of the selected successful bidder (s)/firm (s) shall include a traceability mechanism for the spices and shall have provisions for monitoring the movement of the produce, throughout the chain, from farm to sale through the e-spice bazaar portal.

4) The selected successful bidder (s)/firm (s) shall provide complete details of the business model including, but not limited to the schedule and planning of deliverables, annual trade volume, number of buyer and seller registrations, extend of geographical area (districts, mandals, villages etc) and spices to be covered, number of collection points/ centers to be established, quality assaying mechanism, details of cataloguing prior to sale with parameters/specifications that will be included to the catalogue/ communicated to the buyers prior to sale, mode of online sale, number of manpower and other resources/infrastructure to be established/deployed specifically for the e-spice bazaar project, proposed payment schedule & mechanism for payment settlement to stakeholders, activities/support services post declaration of online sale, grievance redressal/ dispute settlement mechanism to be put in place etc.

5) The selected successful bidder(s)/firm (s) shall provide all the materials/documents in regard to the business model, modus operandi of business etc. to Spices Board and other stakeholders identified / approved by the Board.

6) The selected successful bidder (s)/firm(s) shall promote use of the e- spice bazaar portal among the spice growers, exporters, processors, traders, other stakeholders etc.

7) The selected successful bidder(s)/firm(s) shall be responsible for identifying the spice growers as well as FPOs/ Societies/Groups, who can aggregate various spices and facilitate sale of spices by the farmers/ FPOs/Societies/Groups through the web portal, by maintaining the traceability. The Board will extend possible support for identification of spices growers as well as FPOs/

Societies/Groups etc.

8) The selected successful bidder(s)/firm(s) shall facilitate registration of growers, FPOs/ Societies/Groups, traders and exporters of Spices in the web portal, by drawing support from Spices Board's Offices, other line departments & organizations etc.

9) The selected successful bidder(s)/firm(s), with the approval of the Board shall provide to FPOs / groups necessary provisions in the Platform for maintaining the details of individual farmers who are members of the FPO/ group so as to enable the traceability of the lots which are put up for sale/ sold through the portal.

10) The selected successful bidder(s)/firm(s) may collect transaction fees from the buyers and sellers using the Platform, as approved by the Board.

11) The electronic platform will have to be integrated in the e-spice bazaar portal of Spices Board and will be known as the Board's platform.

12) Spices Board is collaborating with United Nations Development Programme (UNDP) for developing a "Blockchain Traceability Interface for Indian Spices". This interface, once developed by UNDP, shall be integrated with the e-spice bazaar portal. Hence, the platform of the selected successful bidder(s)/firm(s), in addition to enabling integration with e-spice bazaar portal, shall have facility for seamless integration with the traceability interface as well as with other system(s) of Spices Board and other third parties, as and when required.

13) The provision for facilitating quality assaying and evaluation of the spices put up for sale through the platform as well as display of analytical results shall be incorporated to the business model and electronic platform. The selected successful bidder (s) /firm(s) shall provide details of the quality assaying mechanism, specify the parameters that will be assayed and reported to the buyers, details of catalogue/brochure to be used for informing the product specifications and parameters to buyers etc.

14) The selected successful bidder(s)/firm (s)' platform shall enable making online payment and shall have a provision for payment gateway, with the facility to route the applicable charges/amount to various stakeholders / parties using a settlement mechanism / escrow system/ other suitable mechanism.

15) The selected successful bidder (s)/firm(s) would be responsible for maintaining all security compliances necessary for operating and deploying their platform / software etc., for all intended purposes.

16) The selected successful bidder (s)/firm(s) shall provide 24x7 help desk. The help desk should be responsible to receive the calls & reply to e-mails of the stakeholders. Any matter which could not be resolved by the help desk should be immediately referred to the dedicated team or next level

for early solution & prompt redressal.

17) The selected successful bidder(s)/firm(s) shall provide operational training for sufficient period (at least 1 week) to the designated officers of Spices Board and other stakeholders identified / approved by the Board.

18) The selected successful bidder (s)/ firm(s) shall ensure that all the contents of the electronic platform should be in English as well as in Hindi/ local language.

19) The selected successful bidder(s)/firm(s) shall provide dedicated resources for managing the effective implementation of the business model as well as the electronic platform on a day-to-day basis. The firm should have adequate technical as well as non-technical resources. The firm shall designate the Branches/Offices that will handle the business on a day- to-day basis. Also, an official of the firm shall be designated to interact with Spices Board and other stakeholders as a Single Point of Contact (SPOC).

20) Any change at the policy or technical level should be intimated by the firm to Spices Board on a real time basis.

21) The selected successful bidder(s)/firm(s) shall facilitate updation of real time trade data in the e-spice bazaar portal and shall also provide to the Board system generated reports/logs, as and when required.

22) The selected successful bidder/firm shall provide access to the platform to Spices Board for testing, prior to acceptance of the Platform by the Board.

23) The Platform of the selected successful bidder (s)/firm(s) should be able to send email/SMS to the participants on closure of online sale, receipt of payment and / or any other activities.

24) The Platform of the selected successful bidder(s)/firm (s) should provide a feature for the participants to view status of the deals during the sale process as well as immediately after the completion of the sale of each lot.

25) The cloud location of the Platform, server shall be in India.

26) The web application of the electronic Platform shall be responsive (mobile friendly).

27) The selected successful bidder (s)/firm(s) shall have a robust dispute settlement mechanism and dedicated team, for effectively addressing disputes, which are directly or indirectly connected with the online sale through the e-commerce online platform of the firm. The firm shall own the responsibility of dispute settlement and shall provide details of the dispute settlement mechanism, escalation matrix, turn around time (TAT) for settlement of disputes etc to Spices Board, as part of the business model. The firm shall strictly adhere to the specified time (TAT) for settlement of the disputes. In all/any circumstance, Spices Board shall NOT assume any responsibility or liability, whatsoever, for settlement of costs, compensation of expenditure and/or any litigations in connection with the online sale of spices through the e-commerce platform provided by the selected successful bidder(s)/firm(s).

28) The selected successful bidder(s)/firm(s) agrees that the list of deliverables is not exhaustive, and the specifics, ownership, time and manner of delivery etc. of the deliverables, shall be agreed between the parties in a definitive agreement.

9. SUBMISSION OF BID

The Responses to the Request for Proposals (RfP) shall be submitted online through the MSTC e-procurement portal, in two-cover system as follows.

Cover 1: The technical bid, comprising of the business model of the firm and other relevant details on work to be executed as per Paragraph 8 above and as per parameters contained in Paragraph 10.1.1 below and as specified in this tender document, attested by the authorized representative of the bidder, shall be uploaded in the MSTC Portal.

Cover 2: The financial bid containing the transaction fees to be collected by the firm from sellers and buyers respectively, shall be provided only in the MSTC Portal.

The hard copies of documents submitted as part of cover-1, with signature and seal of the authorized representative and firm, shall be sent to the address mentioned in the Bid Schedule so as to reach the addressee on or before the prescribed time period. The bidders are cautioned that divulging any financial information in cover-1 (Technical bid) will result in rejection of the bid.

10. BID EVALUATION PROCESS

The Bid evaluation process will have two stages, the Technical evaluation and the Financial evaluation.

10.1 The technical evaluation will have the following two phases, with a total score of 200 marks

10.1.1 Technical Specification Evaluation- 50 marks

Sl. No	Particular	Supporting Documents	Total Marks	Scoring Remarks	To be Filled & Uploaded
1	Memory of cloud instance	Technical specifications of cloud instance to be provided	10	RAM <8 GB (0 mark) 8 GB <= RAM <16 GB (3 marks) 16 <= RAM < 32 (6 marks) RAM >= 32 GB (10 marks)	

2	Network Bandwidth of cloud instance (BW)	Technical specifications of cloud instance to be provided	10	<p>BW < 100 Mbps (0 Mark)</p> <p>100 Mbps <= BW < 1 Gbps: (3 Marks)</p> <p>1 Gbps <= BW < 2 Gbps (6 Marks)</p> <p>BW >= 2 Gbps (10 Marks)</p>	
3	Up time percentage	<p>Specifications of cloud instance to be provided</p> <p>Details of cloud architecture and DR / high availability methods available to ensure uptime.</p>	9	<p>Uptime < 90% (0 mark)</p> <p>90% <= Uptime < 95% (3 marks)</p> <p>95% <= Uptime < 99% (6 marks)</p> <p>Uptime >= 99% (9 marks)</p>	
4	Strength of the dedicated in-house team for the design, development and execution of the project	<p>Number and average years of experience shall be furnished in the last column. Further details such as name, designation and number of years of relevant experience of the team (full time staff) who will be handling the e-spice bazaar project shall also be furnished.</p>	6	<p>For 10 or more resources</p> <p>Average experience of resources (10 years or more)- (6 marks)</p> <p>Average experience of resources (7 years or more)- (4 marks)</p> <p>Average experience of resources (5 years or more) – (2 marks)</p> <p>For less than 10 resources Irrespective of no. of years of experience- (1 mark)</p>	
5	Protocol Support	Details of the application and	6	https support (6 marks)	

		URL			
6	Interface	Details of the interfaces available	9	Web only (0 mark) Web + App (Android) [6 marks] Web + App (Android + iOS) [9 marks]	
	Total		50		

10.1.2 Business Model Evaluation- 150 marks

The business model evaluation will have two parts and will be based on the following points

10.1.2.1 Business Model- 100 Marks

Sl. No	Particulars	Marks	Scoring Remarks	To be Filled & Uploaded
1	Commitment on number of FPCs/ FPOs that will be onboarded to the platform within one year.	10	FPC/FPO nos < 10 nos (0 mark) 10<= FPO/FPC nos < 20 Nos : (5 marks) 20<= FPO/FPC nos < 40 Nos : (7 marks) FPO/FPC nos>= 40 nos (10 marks)	
2	Commitment on number of Farmers that will be onboarded to the platform within one year.	10	Farmer nos < 2000 (0 mark) 2000<= Farmer nos <5000 Nos (5 marks) 5000<= Farmer nos <10000 Nos (7 marks) Farmer nos>= 10000 (10 marks)	
3	Commitment on volume (mt) of spices transacted through the platform within one year.	20	Volume < 1000 MT (0 mark) 1000<=Volume < 2000 MT: (5 marks) 2000<=Volume < 4000 MT: (10 marks) 4000<=Volume < 6000 MT: (15 marks) Volume>= 6000 (20 marks)	
4	Commitment on making available of number of Collection points / Centres / Warehouses for procurement.	10	Collection points / Centres / Warehouses (nos) < 10 (0 mark) 10<= Collection points / Centres / Warehouses (nos) < 20 (5 marks) 20<= Collection points / Centres	

			/ Warehouses (nos) < 30 (7 marks) Collection points / Centres / Warehouses (nos) >=30 (10 marks)	
5	Commitment on enabling Traceability from farm level, of the spices sold through the online platform	10	Traceability < 50% of total sale volume (0 mark) 50% <=Traceability < 75% of total sale volume (5 marks) 75% <=Traceability < 95% of total sale volume (7 marks) Traceability >=95 % of total sale volume (10 marks)	
6	Effectiveness of the Business Model	40	40 marks	
	Total	100 marks		

10.1.2.2 Presentation/Walkthrough/Demo/Usability- 50 Marks

The firm shall make a presentation before an evaluation committee, to be constituted by the Secretary, Spices Board.

10.2 Financial Evaluation: The Financial evaluation will have a total 30 marks and shall be quoted as per the following format.

Sl. No	Particulars	Percentage
a	Transaction fee, charged from the sellers, as percentage of total sale value	To be filled Online
b	Transaction fee, charged from the buyers, as percentage of total sale value	To be filled Online
c	Total (a+b)	

Financial bids will be evaluated as per the following criteria

The firm who quotes the lowest total (refer c above) will be awarded with 30 marks. Other firms will be awarded with proportional marks.

For example, assume firm A quotes lowest total of y% and firm B quotes next lowest total of z%; then firm A gets 30 marks and firm B gets $(y/z)*30$ marks and so on.

10.3 Final Selection: The final selection will be done by combining technical evaluation score and financial evaluation scores by using following methodology.

- Total of technical evaluation will be brought down to 70 marks. For example, assume company A obtains a total score of y in the technical evaluation, the final score of technical evaluation will be calculated as $7y/20$.

- The above calculated technical score will be added to the financial evaluation score to form the final score.
- The work order will be awarded to the firm scoring the highest final score, subject to further negotiations, as required.

11. FRAUDULENT AND CORRUPT PRACTICES

1. The shortlisted bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained herein, the Board may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding/selection process.
2. Without prejudice to the rights of the Board contained herein, if an bidder/firm is found by the Board to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding/selection process, such bidder shall not be eligible to participate in any tender or RFP issued by the Board during a period of 2 (two) years from the date such bidder/firm is found by the Board to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Paragraph, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding/selection process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Board who is or has been associated in any manner, directly or indirectly, with the selection process, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Board, shall be deemed to constitute influencing the actions of a person connected with the bidding/selection Process); or (ii) engaging in any manner whatsoever, whether during the bidding/selection process or after the issue of the agreement, as the case may be, any person in respect of any matter relating to the project, who at any time has been or is a legal, financial or technical adviser of the Board in relation to any matter concerning the Project;
 - b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete, incorrect or inaccurate facts, in order to influence the bidding Process;
 - c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Board with the objective of canvassing, lobbying or in

any manner influencing or attempting to influence the bidding/selection process; or (ii) having a Conflict of Interest; and

- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the bidding process.

12. OTHER TERMS AND CONDITIONS

1. Spices Board reserves the right to withhold or withdraw the RfP process, in whole or in part, at any stage. Also, the Board reserves the right to change/ modify/ amend/ cancel any or all provisions of this document. Changes to the RfP document, will be made available on the MSTCL e-procurement portal (<https://www.mstcecommerce.com/>) and the bidders are required to appraise themselves of the changes/amendments by checking the MSTC portal. All actions of the Board on the tender as per this paragraph shall be immediately effective and binding on all bidders. No charges, whatsoever can be claimed / will be paid to the firms by the Board for participation in the RfP.
2. Spices Board reserves the right not to proceed with the selection process at any time without notice or liability and to reject any or all application(s)/bids without assigning any reasons.
3. Spices Board reserves the right to accept a bid in full or in part or to reject a bid, at any stage, without assigning any reason thereof. The decision of Spices Board on all matters connected with the RfP as well as selection of firms for undertaking online sale of spices through the e- spice bazaar portal, shall be final and binding upon all the participating firms.
4. The bidders/firms shall submit an undertaking that they have read and understood all the points mentioned in the RfP document and subsequent corrigendum (s) (if any), they have satisfied themselves of the viability of the project, they have requested and received all relevant information from the Board, they have accepted the risk of inadequacy, error or mistake in the information provided in this document or furnished by or on behalf of the Board relating to the subject matter herein, it has submitted all information in a true and accurate manner and shall comply/abide by the undertakings provided by it under and in terms hereof.
5. The Board shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RfP or the Bidding Process, including any error or mistake therein or in any information or data given by the Board or the merchantability or fitness of the e-bazaar portal of any purpose.
6. It shall be deemed that by participating and submitting the documents under this RfP, the bidder/firm agrees and releases the Board, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the bidding documents, pursuant hereto, and/ or in connection with the bidding process, to the fullest extent permitted by

applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7. All the bidders/firms shall furnish detailed business model for the proposed project, which shall be uploaded as per the technical bid and further submitted in hardcopy. The business model shall include all aspects of the online sale, support services, schedule and planning of deliverables, details of collections centres, extend of geographical area (districts, mandals, villages etc) and spices that will be covered, spice wise volume to be sold annually, quality assaying mechanism and infrastructure, mode of online sale, preparation of pre sale brochure/catalogue, payment schedule and mechanism for payment settlement to stakeholders, activities/support services post declaration of online sale, dispute settlement mechanism, other aspects of the business model/project etc.
8. Successful firm (s) shall accept the work order within fifteen (15) days of receipt of the same.
9. Successful firm (s) shall execute an agreement with Spices Board with the final terms and conditions. However, if the successful bidder(s) are disqualified or fails to enter into an Agreement in accordance with this document, then Board reserves its right to call upon the next highest bidder(s) to satisfy the bid of the highest bidder(s) earlier qualified or to call for fresh bidding process, or to annul the bidding process in toto.
10. The successful firm (s) shall not disclose the stakeholder information, trade data and/or other contents of the e- spice bazaar portal and /or the platform unless with the prior consent of Spices Board. Also the firm (s) shall not use the contents of this proposal to bid for any other contract.
11. The successful firm (s) shall sign a non-disclosure agreement, including without limitation non-compete and non-solicitation on a stamp paper. The validity of the non-disclosure agreement shall be for the period of engagement plus two years from the date termination of the agreement between Spices Board and the firm for undertaking online sale through the e-spice bazaar portal. Further, the validity of non- disclosure agreement shall either be extended or reduced according to extension or termination of the agreement for undertaking online sale through the e- spice bazaar portal.
12. Successful firm (s) shall pay a monthly charge to Spices Board, approximately 1% of the total transaction fee earned from this project, after 12 months from the date of implementation of the project. The quantum of charge to be paid to Spices Board shall be decided by Board after mutual discussion with the successful firm (s) depending on its revenue generation prospects, in due course.
13. The successful firm (s) shall undertake deliberations with sellers, buyers and other stakeholders of the online sale process, in the presence of Spices Board, to have a detailed understanding about the preferences and requirements of the trade, prevailing and emerging trade practices and make necessary modifications/ updating to the business model, so as to cater effectively to the requirements of the stakeholders.

14. **Security Deposit** – The successful firm (s) shall, along with execution of the agreement, furnish a unconditional Bank Guarantee to Spices Board, in the form acceptable to the Board, as security deposit. The amount of Bank Guarantee shall be Rs. 10 Lakhs or 1% of the total committed annual sale value through the portal, whichever is higher. For the first year, the total annual sale value will be calculated based on the committed annual volume of trade as per the business model submitted by the firm. From the second year onwards, the Bank Guarantee will be collected based on the actual annual sale value of the first year. The Bank Guarantee amount will be reviewed and revised periodically.
15. The successful firm (s) shall commence the project within 3 months from the date of the work order.
16. The transaction fee quoted by the firms must remain valid at least for the period of initial engagement
17. Spices Board will assess the performance and fulfilment of the commitments by the successful firm (s) and take necessary corrective steps. The Board reserves the right to terminate the work order / contract / agreement at any point of time by giving one month notice.
18. The firms shall inform to Spices Board, changes if any to the details submitted to the Board in response to the Notice Inviting EoI.
19. The successful firm (s) will be responsible for fulfillment of the commitments made to Spices Board, with regard to the project. Failure on the part of the firm to meet the commitments, deviations from the business model, default of payment to sellers after realizing amount from buyers, non-delivery of the sold goods to buyers after payment realization, willful acts against the interest of the stakeholders, any mismanagement and/or unfair trade practice by the firm, etc. can attract penal action from Spices Board, including but not limited to, termination of the agreement, invoking of the bank guarantee to compensate the losses, taking steps to blacklist the firm from future bids of Spices Board/ Ministry/ Govt Institutions etc.
20. Arbitration: Any dispute or difference arising between the Board and the bidder(s)/selected service provider(s) shall be resolved amicably. In the event that the parties fail to resolve a dispute in connection with the online sale of spices through the e- spice bazaar portal or matters connected there-with, except as to matters the decision of which is specifically provided under the agreement/work order between Spices Board and the firm, the same shall be referred to Secretary, Spices Board for appointment of Arbitrator. The appointment of an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment, that the arbitrator is a Spices Board Servant so long as he has the capacity, both technical and legal, to arbitrate the dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever, the Secretary, Spices Board shall appoint another person to act as arbitrator in accordance with terms of the agreement/work order and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor(s). The arbitrator may from time to time with the consent of parties extend

the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be in Ernakulam and the language shall be English.

21. Legal Jurisdiction : This document, the work Order / agreement for conducting the online sale of spices will be construed and governed in accordance with the laws of India and disputes if any shall be submitted to the exclusive jurisdiction of the competent Courts of law at Ernakulam, Kerala.

13. FEE & OTHER CHARGES

Mode of Tender	e-Procurement System (Online Part I- Technical Bid and Part-II Financial Bid through https://www.mstcecommerce.com/eprochome/spiceb of MSTC Ltd.)
Transaction Fee Note: Please note that vendors will have the access to online e-tender only after remitting the transaction fee in favour of MSTC Limited, Kolkata	Rs. 1,180/- (Including GST @ 18%) Payment of Transaction fee in favour of MSTC LIMITED. (Transaction fee and related bank charges are to be paid by the bidder)

<p style="text-align: center;">1</p>	<p>Process of E-tender</p> <p>A). Registration: The process involves vendor’s registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of techno-commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/Spices Board is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT http://www.mstcecommerce.com/eprochome/spiceb/buyer_login.jsp</p> <p>Contact person (MSTC):</p> <p>1. Arnab Sarkar – Mob- 9986036012 asarkar@mstcindia.co.in 2 Mr. Ravindranath Mob-7676456095 ravindranathkb@mstcindia.co.in</p> <p>B) System Requirement:</p> <p>Windows 98 /XP-SP3 & above/Windows 7 Operating System</p> <p>a.i.1.a.i.1.a.i. Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement→ PSU/Govt depts. →Spices Board→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>a.i.1.a.i.1.a.ii. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/Spices Board, (before the scheduled time of the e- tender).</p>
<p style="text-align: center;">2</p>	<p>(A) Part I techno-commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by Spices Board. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p><u>Note:</u></p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
<p style="text-align: center;">3</p>	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity</p>

4	<p><u>Special Note towards Transaction fee</u> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details: Fax No. : 033- 22831002</p> <p>Email ids: rpradhan@mstcindia.co.in</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5	<p>Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB.</p> <p>Once documents are uploaded in the library, vendors need to attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by Spices Board as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7	<p>a.i.1.a.i.1.a.i. Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of</p>

	<p>downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>a.i.1.a.i.1.a.ii. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website http://www.mstcecommerce.com/eprochome/spiceb of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9	<p>Bidding in e-tender & Reverse auction:</p> <p>a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by Spices Board. EMD should be sent in physical to Spices Board Kochi before the last date of submission of bid.</p> <p>b) The process involves Electronic Bidding for submission of techno-commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their techno-commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt Depts → Spices board Login → My menu → Auction Floor Manager → live event → Selection of the live event →</p> <p>d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>e) After filling the Techno-Commercial Bid, bidder should click “save” for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Submit” button to register their bid</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p>

	<p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11	No deviation to the technical and commercial terms & conditions are allowed.
12	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13	Spices Board, Kochi has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website http://www.mstcecommerce.com/eprochome/spiceb of MSTC Ltd.
15	The bidders must upload and attach all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16	The bid will be evaluated based on the filled-in technical & commercial formats.
17	The documents uploaded and attached by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18	Vendors can refer to the pdf document in the below link for MSTC's e-Procurement Portal Guidelines