

Request for Qualification

(Bid document)

**Design, Engineering, Financing, Procurement, Construction,
Operation and Maintenance of the Terminal Market Project
Complex (TMC) located at Nildunguri, Sambalpur in the
State of Odisha**

Date: -----

Government of Odisha

Awarder	As defined in Page No.2
Amendment	As defined in Clause 2.11
Bid	As defined in Clause 2.1
Bidders	As defined in Clause 1.2.1
Bidding Process	As defined in Clause 1.2.0
Clarification	As defined in Clause 2.24
Commodity	As defined in Clause 1.1.2
Corrupt Practices	As defined in Page No. 42
Currencies	As defined in Clause 2.13
Equity	As defined in Clause 3.5
Estimated Project Cost	As defined in Clause 3.1(B)
Evaluation	As defined in Clause 3.1
Opening	As defined in Clause 2.21
Parameters	As defined in Clause 3.1(A)
Proposal Stage	As defined in Clause 1.3
Qualification Stage	As defined in Clause 1.3
Re. or Rs. or INR (Indian Rupee)	As defined in Clause 2.13
Reject Application	As defined in Clause 2.6
RFQ Documents	As defined in Clause 2.8
Scoring Model	As defined in Clause 3.2
Terminal Market Complex	As defined in Clause 1.1.1
Validity Period	As defined in Clause 2.14

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

DISCLAIMER

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

This **RFQ** is not an agreement and is neither an offer nor invitation by the Awarder to the prospective Applicants or any other person. The purpose of this **RFQ** is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this **RFQ** (the “**Application**”).

This **RFQ** includes statements, which reflect various assumptions and assessments arrived at by the Awarder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This **RFQ** may not be appropriate for all persons, and it is not possible for the awarder, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this **RFQ**. The assumptions, assessments and statements contained in this **RFQ** may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this **RFQ** and obtain independent

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

The awarder, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this **RFQ** or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the **RFQ** and any assessment, assumption, statement or information contained therein or deemed to form part of this **RFQ** or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The awarder also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this **RFQ**.

The awarder may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this **RFQ**. The issue of this **RFQ** does not imply that the awarder is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the awarder reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the awarder or any other costs incurred in connection with or relating to its

Application. All such costs and expenses will remain with the Applicant and the awardee shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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Request for Qualification

For

**Design, Engineering, Financing, Procurement, Construction,
Operation and Maintenance of the Terminal Market Project
Complex (TMC) located at Nildunguri, Sambalpur in the State of
Odisha**

**(Bid Document for Preparing, Request for Qualification Proposal
for Terminal Market Complex, Nildunguri, Sambalpur,
Odisha)**

Contents

Section I: Introduction to the Project

Section II: Instructions to Applicants

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Section I : Introduction to the Project

INTRODUCTION

1.1 Project Background

The Terminal Market Project Complex (TMC) would endeavor to integrate farm production with buyers by offering multiple choices to farmers for sale of produce such as electronic auctioning and facility for direct sale to exporter, processor and retail chain network under a single roof. In addition, the market would provide storage infrastructure thus offering the choice to trade at a future date to the participants. This is to facilitate alternate marketing channel to farmers to ensure for them better and fair share in consumer price, while providing better quality and hygienic products to consumers at reasonable price. It is envisaged to offer a one stop solution that provides logistics support including transport services & cool chain support, storage facilities including warehouse, cold storage, ripening chamber, storage shed, facilities for cleaning, grading, sorting, packaging and palletisation of produce along with extension support and advisory services to farmers. Each of these services would be provided in lieu of a user charge. The TMC would be built, owned and operated by a Special Purpose Vehicle which shall be constituted under Companies Act, 1956 by the successful Bidder (hereinafter called as “Private Enterprise” or “PE”). The Private Enterprise may be an individual enterprise or a consortium of enterprises in the field of Agri-Business and Infrastructure Development.

1.1.1 Salient features of Terminal Market Complex project

- I. TMC will operate on a Hub-and-Spoke format wherein Terminal Market Complex (hub) would be linked to a minimum number of Collection Centres/spokes (5 in case of TMC near Sambalpur to be conveniently located at key production centres to allow easy farmer access and which are essentially required to support the Terminal market Complex project.
- II. TMC will establish backward linkages with farmers through collection centres and also have effective forward linkages with wholesalers, exporters, organized retail chains, distribution centres, retail cash and carry stores, food processing units, retailers and exporters etc. thus providing better farm to market and customer linkages.
- III. Electronic auction system will be established to ensure transparency in price fixation and

competition.

- IV. Producers, farmers and their associations and other market functionaries from any part of the country may use infrastructure and facilities of TMC, directly or through collection centres.

1.1.2 Commodities

The commodities to be marketed by the TMC will include all perishables, inter-alia, fruits, vegetables, flowers, spices, aromatics, herbs, medicinal plants, meat products, poultry products, dairy products, fish and marine products etc. Non-perishables can also be handled in the TMC. However, the annual throughput for perishable horticultural produce such as fruits, vegetables, flowers, medicinal plants, aromatics, herbs etc handled by each TMC should not be less than 70% of the throughput capacity of the TMC. In addition to this, each TMC shall be allowed to handle other perishable produce (other than horticultural produce such as milk, dairy, poultry, meat, fish and marine products etc) and Non- Perishables produces¹. Volume of other perishable produces (other than horticultural produce) and Non Perishable produce shall not exceed 30% of throughput capacity of TMC.

In view of the above, AWARDER proposes to facilitate setting up a Terminal Market Project Complex in Sambalpur, Odisha on Build-Own-Operate (BOO) basis. The AWARDER has identified around 60 acres of land for this purpose at Village Nildunguri; District Sambalpur .and proposes to provide this land for development of TMC to PE. The cost of this land has been indicated as **Rs. 2 lakh per acre.**

The Successful Applicant at the end of the bidding process may be awarded a Contract by AWARDER to implement the Project on BOO basis. The successful bidder would constitute a Company (hereinafter referred to as “Private Enterprise” or “PE”) under the Companies Act, 1956 for the purpose of implementation and operation of TMC before the award of bid

¹ May include all food-grains, oilseeds, pulses, cereals, condiments & spices and other agricultural commodities not included under the perishable commodities; Permitted agro-forestry products may be included under this category for the states of Himachal Pradesh, J&K, Uttarakhand and North Eastern States which are eligible under the scheme (strike out whichever is not applicable).

.Private Enterprise would ensure equity participation by Producers' Association² as prescribed.

1.2 Brief Description of Bidding Process

1.2.1 1.2.1 AWARDER intends to follow a two-stage process for selection of the preferred Bidder for the Project comprising Qualification followed by a Proposal stage.

1.2.2 The first stage of the process involves Qualification of interested parties (Applicants). This RFQ Document deals with the first stage (Qualification stage) wherein, Applicants would be required to furnish the information specified in this RFQ Document. At the end of the Qualification stage, AWARDER shall announce a shortlist of Qualified Applicants for the second stage (Proposal stage)

1.2.3 In the Proposal stage, the Qualified Applicants will be invited to bid by submitting Detailed Project Reports (Proposal/DPRs) in respect of the Project in accordance with a Request for Proposal (RFP) Document. During the Proposal stage, Qualified Applicants would be expected to examine the Project in further details, and to carry out such studies as may be required to submit Detailed Proposals for the implementation of the Project. The Qualified Applicants bidding (Bidders) in the Proposal stage shall be evaluated on the basis of technical and other submissions relating to the project and the financial bids as detailed in the RFP document. The Project would be awarded to the successful bidder quoting the lowest total subsidy support³ amount (in INR) to be required from AWARDER for the implementation of the viable Project subject to the Bidder fulfilling all other requirements of the selection process. The subsidy shall be released by the National Horticulture Mission

² A Producers Association will consist of farmer societies, farmers cooperative societies registered in India engaged in Agricultural and allied activities, Producer Company, registered NGO"s empanelled with GOI/State Govt./Planning Commission and SHGs recognized under schemes of Government of India or State Governments and working in agricultural production, Independent Commodity Boards and other registered organizations such as APMCs etc engaged in production, procurement and trading of agricultural commodities. The producer association should be separate from the Lead Technical and Lead Financial Member

³ Total Subsidy support shall be sum of fixed subsidy and additional subsidy. The subsidy shall be provided by GOS through NHM

upon request by the State Horticulture Mission. The details of the subsidy are provided as under:

A floor subsidy of 25% for a project cost is offered to private entrepreneurs to bid for setting up terminal market complex.

In the competitive bidding, all bidders will be eligible to quote additional bid subsidy from 25% up to 40% of their respective project cost. Maximum subsidy will be INR 50 Cores. For the purpose of calculation of subsidy, the unit cost ceiling shall be Rs 150.00 crore. The Project will be awarded to the successful bidder quoting least subsidy amount in INR.

The amount of subsidy quoted by the successful bidder at the RFP stage shall be the maximum subsidy to be provided to the bidder.

In case of downward revision of project cost during the construction phase of the TMC due to downward movement of cost indices, the State Government will reduce the subsidy amount proportionately.

Subsidy of NHM for Terminal Market Complex Project will be released in following five installments.

- Installment on completion of 25% of project ---- 15% of the approved subsidy
- Installment on completion of 50% of project ---- 20% of the approved subsidy
- Installment on completion of 75% of project ---- 25% of the approved subsidy
- Installment on completion of 100% of project ---- 30% of the approved subsidy
- Installment on completion of one year of operation of project ---- 10% of the approved subsidy

The release of subsidy shall be subject to Utilization of previous subsidies for this project and Inspection certificate /Utilization issued by Joint inspection team comprising of Nodal officer, Independent Consultant (IC) and a representative of marketing division of

DAC, Ministry of Agriculture for satisfactory completion of prescribed mandatory capital project.

The release of subsidy shall also consider the equity participation of Producer Association, as promised by the PE. In case the % of equity participation from Producers Association, at the time of release of fourth installment of subsidy, is less than the % mentioned at the time of submission of technical bid, the SHM/GOS shall have the right to withhold the release of subsequent installments (fourth and fifth) of subsidy to the PE, till the PE fulfils the required equity participation from the producers association

- Provided that if the percentage of equity participation by producer association remains below the percentage of equity of the project as promised /quoted, by the PE at the time of bidding and considered at the time of evaluation of the bid, within two years of signing of OMDA or transfer of land to PE whichever is later, despite reasonable efforts⁴ made by PE, no restrictions shall be imposed on the PE in this regard and the eligible subsidy shall be released to him as due.
- However this stipulation will not be applicable to successful bidder/PE who has not committed any equity to Producers' Association in his bid.

1.2.4 Further details of the process to be followed at the Proposal Stage would be spelt out in the RFP Document (to be provided to Qualified Applicants).

⁴ Reasonable effort would include all individual efforts to formally invite Producers Association for equity participation, including that of invitation by publicity through Mass Media

1.3 Schedule of Bidding Process

The Awarder and Applicants shall endeavor to adhere to the following schedule:

Event Description Date

Qualification Stage:

Note: The timelines given are as per the Operational Guidelines for Setting up a Terminal Market Complex 2009, Government of India. The final dates will be decided by the Directorate of Horticulture, Odisha.

1. Last date for receiving queries [15 days from date of release of Global Tender Notice- Date To be decided by the Directorate of Horticulture, Odisha]
2. Pre-Application Conference [25 days from date of release of Global Tender Notice- Date To be decided by the Directorate of Horticulture, Odisha]
3. Awarder's response to queries latest by [30 days from date of release of Global Tender Notice- Date To be decided by the Directorate of Horticulture, Odisha]
4. Last date for sale of RFQ documents [35 days from the date of release of Global Tender- Date To be decided by the Directorate of Horticulture, Odisha]
5. Application Due Date/Last date of receipt [1400 hours of 50th day from date of Application Release of Global Tender Notice- Date To be decided by the Directorate of Horticulture, Odisha]
6. Announcement of qualified applicants [70 days from date of release of Global Tender Notice- Date To be decided by the Directorate of Horticulture, Odisha]

Section II: Instructions to Applicants

INSTRUCTIONS TO APPLICANTS

A. General

2.1 Scope of Bid

- 2.1.1 During this RFQ stage, AWARDER invites Applications for Qualification from Applicants in order to qualify experienced and capable Applicants for the RFP stage.
- 2.1.2 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder, bid/tender, bidding/tendering etc.) are synonymous, and “day” means calendar day.

2.2 Eligible Applicants

- 2.2.1 The Applicant may be a single entity/ individual or a group of entities (hereinafter referred as Consortium) such as Group of Farmers/ Growers/ Consumers/ Producer Organizations/ Producer Company, Partnership/ Proprietary firms, Companies, Marketing Boards, Public Sector Undertaking, Co-operatives, registered NGOs empanelled with GOI/State Govt./Planning Commission, recognized Self Help Groups under the schemes of GOI/State Governments, And other registered bodies engaged in production and trading of agricultural produce and coming together to implement the project. The term Applicant used hereinafter would therefore apply to both a single entity and a Consortium as the case may be.
- 2.2.2 The Consortium shall comprise of a maximum of five members with at least one member from the field of Agribusiness. The other members of the consortium can be from amongst Infrastructure Development Organizations, Financial Institutions etc.
- 2.2.3 The eligible candidates for applying in the category of Individual applicants should have relevant experience in the following fields:
- A. Agribusiness
 - B. Project execution of Agribusiness and related supply chain projects / Infrastructure projects /Cold chain and warehousing and logistics or any other similar project
- 2.2.4 Investment from the Lead Member of the Private Enterprise in the complex should be more than 26% of the project equity for the five years of operation of TMC. The lead member of the PE is the member who holds the largest share in PE and is primarily responsible for overall management of the TMC project.

- 2.2.5 The Applicant should submit a Power of Attorney as per the format enclosed at Appendix 2 authorizing the signatory of the application to commit the Applicant.
- 2.2.6 An individual Applicant cannot at the same time be a member of a Consortium applying for the project. Further, a lead member of a particular Consortium including its lead technical member and lead financial member cannot be a member of any other Consortium applying for this project. However, this does not limit the inclusion of the same subcontractor in more than one tender.
- 2.2.7 Any Applicant who submits or participates in more than one application will be disqualified and will also lead to the disqualification of the Consortia of which it is a member.
- 2.2.8 Any entity which has been barred by AWARDER from participating in AWARDER projects (BOO or otherwise) and the bar subsists as on the Application Due Date, would not be eligible to submit an application, either individually or as a member of a Consortium
- 2.2.9 The Members of the consortium shall be required to meet the criteria specified in this RFQ Document. (already mentioned above)
- 2.2.10 Members of the Consortium (Indian or Foreign⁵) shall enter into a Legal agreement (LA) for the purpose of making the application and submitting the Proposal in the event of being short-listed. The Legal Agreement shall be governed by the Indian laws and in the event of Arbitration, Arbitration & Conciliation Act, 1996 shall apply and would be subject to jurisdiction of Indian Courts only.

The LA shall inter alia

1. Convey the intent to form a joint venture company, with Shareholding commitment(s) which would enter into the Contract Agreement and subsequently carry out all the responsibilities as Successful Bidder in terms of the Contract Agreement, in case the Contract to undertake the project is awarded to the Consortium
2. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the execution of the project in accordance with the terms of the Contract Agreement.

⁵ Subject to the condition that the consortium that has Foreign member as one of its constituent members will not enter into retail business anywhere in India as per Government regulations

3. Provide for allocation up to 26% of equity share to Producers Association⁶.
- 2.2.11 Copy of the LA should be submitted with the application. The LA entered into between the members of the Consortium should be specific to this project and should contain the above requirements failing which the application shall be considered non-responsive under the provision of Clause 2.25 of this RFQ Document.
- 2.2.12 The purchaser of the RFQ document must be the Applicant itself or a member of the consortium submitting the application.

2.3 Change in Consortium Composition

- 2.3.1 Change in the composition of a Consortium may not be permitted by AWARDER after the due date/last date of receipt of RFQ application.

2.4 Project Inspection and Site Visits

- 2.4.1 The Applicant, at the Applicant's own responsibility and risk and cost is encouraged to visit the location of the Land/Site and its surroundings and obtain all information that may be necessary for preparing the application of Qualification and Proposal. The costs of visiting the site shall be borne by the Applicant. AWARDER shall not be liable for such costs, regardless of the outcome of the selection process.
- 2.4.2 It would be deemed that by submitting the application, Applicant has:
- Made a complete and careful examination of the RFQ.
 - Received all relevant information requested from AWARDER.
- 2.4.3 AWARDER shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

⁶ A producers Association will consist of farmer societies, farmers cooperative societies registered in India engaged in Agricultural and allied activities, Producer Company, registered NGO's empanelled with GOI/State Govt./Planning Commission and SHGs recognized under schemes of Government of India or State Governments and working in agricultural production, Independent Commodity Boards and other registered organizations such as APMCs etc engaged in production, procurement and trading of agricultural commodities. The producer association should be separate from the Lead Technical and Lead Financial Member

2.5 Application preparation cost

2.5.1 The Applicant shall be responsible for all costs associated with the preparation of its application and its participation in the Qualification process. AWARDER will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Qualification process.

2.6 Right to accept or Reject any application and to reject any or all Applications or Bids during the Selection Process

2.6.1 Notwithstanding anything contained in this RFQ, AWARDER reserves the right to accept or reject any application and to annul the selection process and reject all applications/proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons therefore.

2.6.2 AWARDER reserves the right to reject any application If-

- I. At any time a material misrepresentation is made or Uncovered or
- II. The Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the application.

This would lead to the disqualification of the Applicant. If the Applicant were part of Consortium then the entire Consortium would be disqualified or rejected.

2.6.3 If such disqualification/rejection occurs during the Proposal stage, after the price proposals have been opened and the lowest bidder gets disqualified/ rejected, then AWARDER reserves the right to:

- I. Either invites the next lowest bidder
- II. Take any such measures as may be deemed fit in the sole discretion of AWARDER, including annulment of the bidding process.

2.7 Acknowledgement by Applicant

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

- Made a complete and careful examination of the RFQ;
- Received all relevant information requested from the Awarder;

- Accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Awarder relating to any of the matters referred to in the RFQ.
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.2 The Awarder 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 RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Awarder.

B. Documents

2.8 Contents of RFQ

The RFQ document comprises the contents as listed below and would additionally include any addenda in accordance with clause 2.10.

- | | |
|-----------------------|--|
| I. | Contract Outline |
| II. | Format for Power of Attorney for signing |
| of Application | |
| III. | Format of Application. |
| IV. | Details of Eligible projects |
| V. | Guidelines for providing information |
| related to experience | |

Detailed format for each of the above are provided at Appendix II to Appendix VI. A copy of Project Information Memorandum is also being given along with this RFQ.

2.9 Updating Pre-Qualification Information

2.9.1 Successful Applicants shall be required to update the financial and other information used for pre-qualification at the time of submitting their bids, to confirm their continued compliance with the Qualification criteria and verification of the information provided. A bid shall be rejected if the Applicant's Qualification for the threshold levels is no longer valid at the time of the bidding process.

2.10 Pre-Application Conference and Clarifications

2.10.1 Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons/entities that have purchased the RFQ document shall be allowed to participate in the Pre-Application conference.

- 2.10.2 Applicants who have downloaded the RFQ document from the Awarder's website [www.Odisha.gov.in, www.Odisha.gov.in/dhc/Index.html, www.orihort.in, www.nhm.nic.in, www.ilfclusters.com] should submit a Demand Draft of [Rs 5000] towards the cost of document, through their representative attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of Awarder letter from the Applicant.
- 2.10.3 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Awarder. The Awarder shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 2.10.4 A prospective Applicant requiring any clarification on the RFQ documents may notify the AWARDER in writing or facsimile. The Applicant should send in their queries latest by the Last Date for Receiving Queries as given in the 'Schedule of Bidding Process'.
- 2.10.5 Copies of the AWARDER response will be available to all purchasers of the RFQ documents, including a description of the enquiry but without identifying its source through the email. The same will also be communicated to those who have downloaded the RFQ document from the AWARDER website and have duly intimated to AWARDER, their particulars including email address for communication (Registered Applicants).

2.11 Amendment of RFQ Documents

- 2.11.1 Before the deadline for submission of applications, AWARDER may modify the RFQ Documents by issuing an addendum/corrigendum.
- 2.11.2 Any addendum/corrigendum thus issued shall be part of the RFQ Documents and shall be communicated in writing/email to all the purchasers of the RFQ Documents. Applicants shall acknowledge receipt of each addendum in writing/email to AWARDER. AWARDER will assume no responsibility for postal delays. The same will also be communicated to the Registered Applicants.
- 2.11.3 To give prospective Applicants reasonable time in which to take addendum into account in preparing their bids, AWARDER may, at its sole discretion, extend the Application Due Date.

C. Preparation and submission of Application

2.12 Language of the Application

The Application and related documents and correspondence shall be in the English language. Supporting documents and printed literature furnished by Applicant with the application may be in any other language provided that they are accompanied by translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the application, the English language translation shall prevail.

2.13 Currencies of Application and Payment

The currency for the purpose of this RFQ shall be the Indian Rupees (INR).

2.14 Application Validity period

Application shall remain valid for a period of 36 weeks from the Application Due Date (Application Validity Period). AWARDER reserves the right to reject any Application which does not meet the requirement.

2.15 Extension of Application Validity period

In exceptional circumstances, prior to expiry of the original Application Validity Period, AWARDER may request that the Applicants extend the period of validity for a specified additional period. The request and the Applicants' responses shall be made in writing.

2.16 Format and Signing of Application

2.16.1 The Applicant would provide all the information as per this RFQ. AWARDER would evaluate only those applications that are received in the required format and complete in all respects.

2.16.2 The Applicant shall prepare one original of the document comprising the application and clearly marked "ORIGINAL". In addition the Applicant shall make one (1) copy of the application clearly marked "COPY" as appropriate. In the event of discrepancy between original and the copy, the original shall prevail.

2.16.3 The original and the copy of the application shall be typed or written in indelible ink. Each page of the application shall be signed by a person or persons duly authorized to sign on behalf of the Applicant holding the Power of Attorney as per the format provided in Appendix 2A.

2.16.4 The application shall contain no alterations or additions, except those to comply with instructions issued by AWARDER, or as necessary to correct errors made by the Applicant, in which case such corrections shall be initiated by the person or persons signing the application.

2.17 Sealing and Marking of Application

2.17.1 The Applicant shall seal the original and copy of the application in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. These two envelopes (called as inner envelopes) shall then be put inside one outer envelope.

2.17.2 Each envelope shall contain:

- Covering letter stating clearly the validity of the application.
- Application in the prescribed format (Appendix 3) along with supporting documents.
- Power of Attorney as per the format in Appendix 2.
- Copy of LA in case of a Consortium
- Documentary proof of Annual peak volumes handled.

The envelopes shall clearly bear the following identification, Application for Qualification for Designing, Engineering, Financing, Procurement, Constructing, Operating and Maintaining of the Terminal Market Project Complex located near Sambalpur in the State Odisha

2.17.3 In addition to the identification required in Sub-clauses 2.16.2, each of the envelopes shall indicate the name and address of the Applicant to enable the application to be returned unopened in case it is declared late, pursuant to Clause 2.18.1 or AWARDER declares the application as non responsive pursuant to Clause 2.25.

2.17.4 If the outer envelope is not sealed and marked as above, AWARDER will assume no responsibility for the misplacement or premature opening of the application.

2.18 Application Due Date

2.18.1 Application should be received before 1400 hours Indian Standard Time (IST), on the Application Due Date (Last date of receipt of application), as stated in the 'Schedule of Bidding Process', at the under noted address, in the manner and form as detailed in the RFQ. Applications submitted by either facsimile transmission or telex will not be accepted.

Nodal Officer for MTM-cum-Director Horticulture, Directorate of Horticulture, Udyan Bhawan, Bhubaneswar- 751015

2.18.2 AWARDER may, in exceptional circumstances and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.19 Late Applications

Any Application received by AWARDER after 1400hrs IST on the Application Due Date will be returned unopened to the Applicant.

2.20 Modifications / Substitution / Withdrawal of Applications

2.20.1 The Applicant may modify, substitute, or withdraw its application after submission, provided that written notice of the modification, substitution, or withdrawal is received by AWARDER by the Application Due Date. No application shall be modified, substituted, or withdrawn by the Applicant after the Application Due Date.

2.20.2 The modification, substitution, or withdrawal notice shall be prepared sealed, marked, and delivered in accordance with Clause 2.16, with the enveloped being additionally marked “MODIFICATION”, "SUBSTITUTION" OR “WITHDRAWAL”, as appropriate.

2D. Evaluation of Application

2.21 Opening and Evaluation

2.21.1 AWARDER would open the applications on the due date at 1600 hours for the purpose of evaluation.

2.21.2 Applications for which an acceptable notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3 AWARDER would subsequently examine and evaluate applications in accordance with the criteria set out in Section 3.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Qualified Applicants shall not be disclosed to any person not officially concerned with the process. AWARDER will treat all information submitted as part of application in confidence and would require all those who have access to such material to treat the same in confidence. AWARDER will not divulge any such information unless it is ordered to do so by any Awarder that has the power under law to require its disclosure.

2.23 Tests of responsiveness

2.23.1 Prior to evaluation of applications, AWARDER will determine whether each application is responsive to the requirements of the RFQ. An application shall be considered responsive if the application:

- (i) Is received by the Application Due Date including any extension thereof pursuant to Clause 2.17.2
- (ii) Is signed, sealed and marked as stipulated in Clause 2.15 and 2.16
- (iii) Is accompanied by the Power (s) of Attorney as specified in Clause 2.2.3.
- (iv) Contains all information as requested in the RFQ.
- (v) Contains information in formats same as those specified in this RFQ.
- (vi) Mentions the validity period as set out in Clause 2.13
- (vii) Is accompanied by the LA (for Consortium) as stipulated in Clause 2.2.8 and
Power of Attorney as stipulated in Clause 2.2.7.
- (viii) Is accompanied by payment towards cost of the RFQ Document in case the same has not been paid while procuring the RFQ Document.
- (ix) Is accompanied by the valid documentary proof of Annual peak volumes handled , projects executed and certified copies of the last three years audited financial statements and certified net worth statements in respect of Applicant.

2.23.2 AWARDER reserves the right to reject any application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by AWARDER in respect of such applications.

2.24 Clarifications

To facilitate evaluation of Applications, AWARDER may, as its sole discretion, seek clarifications in writing from any Applicant regarding its application. Notwithstanding anything contained in the RFQ, AWARDER reserves the right to not take into

consideration any such clarifications sought by it for evaluation of the application.

2E Qualification and Notification

2.25 Short-listing and notification

After the evaluation of applications, AWARDER would announce a short list of Qualified Applicants (Bidders). The Qualified Applicants would be notified in writing by AWARDER and issued a set of Request for Proposal (RFP) Documents. At the same time, AWARDER would notify the other Applicants that their applications have been unsuccessful.

2.26 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the RFP including the Detailed Project Report. Only pre-qualified Applicants shall be invited by the Awarder to submit their Bids for the Project. The Awarder may provide a limited time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and fully familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Awarder.

2.27 Proprietary data

All documents and other information supplied by the Awarder or submitted by an Applicant to the Awarder shall remain or become the property of the Awarder. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Awarder will not return any Application or any information provided along therewith.

2.28 Correspondence with the Applicant

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

Section III: Criteria for Evaluation

CRITERIA FOR EVALUATION

3. Criteria for Evaluation

3.1 Technical Evaluation of Applicants

1) **Categorization of Applicants: would be done on the basis of multiple** criteria in order to arrive at an objective result.

a) Individual/Consortium Basis:

- i) Individual Applicants: Those applicants who apply as an individual business entity⁷. Only applicants who qualify the minimum eligible score requirement of volume and project cost will be qualified to apply individually.
- ii) Consortium Applicants: Applicants who apply in consortium where at least one of the members necessarily belongs to the Agribusiness category.

b) Core Competency Basis:

- i) Agribusiness: This category would include applicants with a core competency in the field of Agribusiness. The applicants in this category would be further classified as :
 - (1) Class “AB” : This category includes applicants involved in the business of Agri-Inputs or Agri- Logistics or Trading of Agri-Commodities or Agri-Processing or Marketing/Whole selling of Agri-Commodities or Storage and Warehousing of Agri-Commodities & Food Retailing or agri services or agri infrastructure development⁸ or commodity exchanges are included in this category
- ii) Infrastructure Developers (ID): This category would include applicants with a core competency in the field of Infrastructure Development⁹.
- iii) Others: This category would include applicant with competencies in other areas other than agribusiness and Infrastructure Developers.

c) Commodity categories : The agricultural commodities are divided into the following categories :

- 1) Fruits, Vegetables & Flowers
- 2) Grains: Wheat/Paddy
- 3) Milk and Milk products

⁷ Business entity may be Private companies/Public Ltd Companies/ Partnership Firms/Producers Association ,Co-operatives,registered NGO' s empanelled with GOI/State Govt./Planning Commission and SHGs recognized under schemes of Government of India or State Governments and working in agricultural production, Agriculture Commodity Boards, Agriculture Marketing Boards, and other registered organizations such as APMCs etc(or similar organisation constituted under state law) engaged in production, procurement and trading of agricultural commodities.

⁸ Agri infrastructure will include infrastructure used for production and storage of agri input, infrastructure used for production & harvesting of agri commodities, infrastructure used for processing of agri produce, infrastructure used for distribution, retailing and export of agri commodities

⁹ For Infrastructure development other than agri infrastructure development.

- 4) Meat & Meat Products
- 5) Condiments and spices
- 6) Others

A. Parameters followed: The following parameters have been followed for calculation of scores for screening of the prospective applicants:

a) Volume (P1): The first parameter that will be considered is the annual highest volumes handled (in MT) of different commodity categories by the applicant over the last three years. Each commodity is divided into three bands Low, medium and high based as shown in the table below:

Categories	Low	Medium	High
F & V & flowers	5000-40000	40000-80000	>80000
Grains	5000-50000	50000-200000	>200000
Milk(in liters) & Milk Products (Kgs)	5000-25000	25000-70000	>70000
Meat & Meat Product	5000-40000	40000-150000	>150000
Condiments & Spices	50-2000	2000-10000	>10000
others	1000-50000	50000-200000	>200000

Volume Factor: It is the weightage assigned to Volumes of different commodity categories of applicants. The volume factors that would be followed for screening process are given below:

PARAMETER	Commodity categories	Annual Peak volume handled (in MT)		
		Low	Medium	High
VOLUME FACTOR (P1)	F & V & Flowers	3	6	9
	Grains	3	5	8
	Milk & Milk Products	3	4	7
	Meat & Meat Product	3	4	6
	Condiments & Spices	2	3	6
	Others	2	3	6

b) Project Cost (P2): The Project Cost is the cost of the largest project completed over last ten years¹⁰. Based on the value of project (in INR Crores) the different projects will be divided into low medium and high categories as per the table given below:

Categories	Agri Infrastructure Development	Infrastructure Development (other than Agri)
Low	25-50	100--250
Medium	50-100	250-500
High	>100	>500

Project Cost Factor: It is the weightage assigned to individual Project Cost. The Project Cost Factors for different categories are given below:

Parameter	Infrastructure Categories	Cost of Projects Handled (Rs. Crores)		
		Low	Medium	High
Project Cost	Agri Infrastructure Development	4	6	8
	Infrastructure Development (Other than Agri)	3	4	7

Net worth (P3): The Net worth would be aggregate net worth of an Applicant. The Net worth of an applicant includes the share holder capital and Reserves and Surplus as calculated from the latest financial statements of the year as specified in RFQ. Minimum net worth of individual applicant/bidder or that of Lead Financial Member/promoter in case of consortium specified in the RFQ must be Rs 30 crore. Based on the net worth value of Applicant (in INR Crores), they will be divided into low medium and high categories as per the table given below:

(In Rs. Crores)

Categories	Low	Medium	High
Net worth of Applicant	30 -50	50- 150	> 150

Net worth Factor: It is the weightage assigned to aggregate net worth of Applicants. The net worth factors for different categories are given below:

¹⁰ The financial year would be the same as followed by the Applicant for its annual report. Year 1 will be the financial [insert the most recent financial year]. Year 2 shall be the year immediately preceding Year 1 and Year shall be the year immediately preceding Year 2.

Parameter	Networth of Applicant (in Rs crore)		
	Low	Medium	High
Networth factor (P3)	3	6	9

3.2 Scoring Model

1. **Scoring:** Depending on the feeder value for an applicant, the feeder sheet would calculate the corresponding value of Volume Factor, Project Cost Factor and Net worth Factor for each Applicant. This value may be regarded as the score of the Applicant on the parameters P1, P2 and P3.

2. **Interpretation of the Score:**

A) For Individual Applicants : For individual applicants, the corresponding score for each of the parameter P1 , P2 and P3 will be taken as the score for screening at the RFQ stage. The range of scores for P1, P2 and P3 would vary from 0- 9.

B) For Consortium: Each member of consortium will get an individual score on P1 and P2. For the screening purpose of consortium the highest value of P1 and P2 among the individual values of all the members of the consortium will be regarded as the score of the consortium.

3. **Minimum Qualifying Score**

There would be a minimum qualifying value for each of P1, P2 and P3 for Individual applicants as well as for the consortium. The minimum qualifying values for each of P1, P2 and P3 would be as follows:

a) **Individual:**

Parameter	Minimum Eligibility
Volume Factor (P1)	3
Project Factor (P2)	3
Networth Factor (P3)	3

The total of the score secured against P1, P2 and P3 for the individual category should be minimum of 12.

b) **Consortium:**

Parameter	Minimum Eligibility
Volume Factor (P1)	3
Project Factor (P2)	3
Networth Factor (P3)	3

The total of the score secured against P1, P2 and P3 for the consortium category should be minimum of 12.

3.3 General Information Regarding Evaluation of RFQ application: Applicant shall quote experience in respect of a particular eligible project for Project Cost factor under any one category only.

3.3.1 In the event that two or more members of a Consortium have participated in the same project, only one member should mention the project. In case more than one member mentions the same project, the project cost factor of the member with the highest project cost Factor, as defined in Clause 3.2.(C)6, for that project shall be considered and the project cost factor of the other members shall not be considered for the purpose of evaluation of the RFQ.

However in case two or more members intending to quote project cost have participated in the same project, then these members may quote the same project provided that their scope(s) of work were independent. The scope of work shall not be considered to be independent in case of any project if:

- i) Any member/s is/are sub-contractor/s of another member/s.
- ii) Payment to any member/s has been made out of project fees of the other member/s
- iii) Payments of project fees have been made jointly to the members as a consequence of a joint contract with the party making the payment specifically providing for such joint payment.

3.4 For the purpose of RFQ

3.4.1 The Applicant should furnish the details of Eligible volume factor, Project Cost and Net worth Statements as on date of submission of RFQ

3.4.2 The Entity claiming Project execution under the Project Cost Factor should have held minimum of 26% of the equity including management control in the project as on date of commissioning.

3.4.3 The Applicant should furnish adequate evidence to support its claim as per Appendix 4.

3.4.4 The Applicant should provide the necessary information as per Appendix 3, Bid Response Sheet 2.

3.4.5 The application should be accompanied by the audited annual reports of the Applicant (of each Member in case of a Consortium) for the last three financial years.

3.4.6 A certificate from the Applicant's statutory auditor must support the response sheet

3.4.7 The audited annual accounts for last three financial years have to be provided. In case the audited annual accounts for the last financial years is not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor shall certify the same while providing for the audited account of previous three years prior to last financial year. The audited annual reports for three financial years preceding the latest financial year have to be provided. In case the annual report for last financial year is not yet ready, the annual reports of last three years prior to last financial year is to be submitted failing which the application shall be rejected as non-responsive.

3.5 Minimum Equity Holding

The Applicant will be required to incorporate a Special Purpose Vehicle (SPV) to domicile the Project prior to the start of implementation of the Project. The members of the Consortium shall be required to commit to a minimum equity holding in the SPV as:

- 1 All the members of the Consortium would be required to hold their initial equity stakes in the SPV at all times for a period of 3 years from the date of commencement of commercial operations.
- 2 In case of the Lead Member of a Consortium, it would be required to hold its initial equity stake in the SPV for a period of at least 5 years from the date of commencement of commercial operations. In any case, Lead Member would be required to hold equity stake of more than 26% in SPV at all times during the project period
- 3 The PE may provide up to 26% of equity stake to Producer Associations.

3.6 Minimum Equity Holding for a Sole Applicant

The sole Applicant will be required to incorporate a Special Purpose Vehicle (SPV) to domicile the Project prior to the start of implementation of the Project. The Applicant would be required to commit to hold a minimum equity stake equal to 51% of the aggregate shareholding of the SPV at all times during a period which shall not be less than 5 years from the date of commencement of commercial operations

3.6.1 AWARDER may, at its sole discretion and prior to the conclusion of the bidding process, provide for the Bidder to induct institutional investors into the SPV to an extent to be specified by AWARDER.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Awarder may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent

practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.2 Without prejudice to the rights of the Awarder under Clause 4.1 hereinabove, if an Applicant is found by the Awarder 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 Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Awarder during a period of 2 (two) years from the date such Applicant is found by the Awarder 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.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Awarder who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, 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 Awarder, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause

2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Awarder in relation to any matter concerning the Project;

(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the 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 Awarder with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict

of Public 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.

5. MISCELLANEOUS

5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Sambalpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.2 The Awarder, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Applicant in order to receive clarification or further information;
- c. Pre-qualify or not to pre-qualify any Applicant and/ or to consult with any applicant in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to the Awarder by, on behalf of, and/ or in relation to any Applicant; and/ or
- e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

5.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Awarder, 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 them 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.

Appendices

APPENDIX 1

CONTRACT OUTLINE

The following is an outline of the proposed contract terms for the Project and is indicative in nature. The proposed OMDA Agreement would form part of the Request for Proposal (RFP) and would be provided to bidders at the Proposal Stage.

1. Contract Period

The Contract Period would be 15 years from the Effective date extendable further by 10 years.

2. Grant

The GOS will authorize/ permit the PE to operate the Terminal Market Complex through a single license in the state, source Agriculture Produce directly from farmers and sell directly the produce to the end users.

3. Rights to collect User Charges

The PE will be entitled to levy User charges on Market services and Non Market Services and essential services (as per the relevant Operational guidelines /agreements) from the users of TMC .

4. Initial Development Plan and Master Plan:

The qualified bidders who are invited to participate in the RFP stage are required to submit an Initial Development Plan (along with the other Documents required along with RFP) that includes business plans for achieving the required business volumes in the proposed TMC and for providing the specified services to the users of TMC and technical & architectural plans for required for developing the necessary infrastructure for the proposed TMC.

The Master Plan, to be provided by PE, will cover the details of the development of entire TMC over a time frame of 15 years and will specify the volume forecast and the overall development of TMC in consistency with the time frame and the level of service quality, development and product standards (as specified in OMDA). The development of individual facilities will be time bound activities with specified target dates for each facility. The proposed Master Plan including the target dates shall be approved by the Nodal Officer and the Independent Consultant.

5. Conditions Precedent to be satisfied by PE

The PE needs to fulfill these conditions over and above the bidding criteria in order to qualify to avail the TMC project. These conditions include furnishing the Performance bond

(in form of Bank Guarantee) of the specified amount, manage and develop the TMC and execution of necessary agreements such as lease deed, TRA agreement ,Share holders agreement and the Master Plan.

6. Mandatory Capital Projects

The PE is obliged to complete the capital projects within a specified time frame as specified in OMDA. Also, in case of non fulfillment of this condition, the PE shall be levied damages (more specifically as specified in OMDA)

7. Service Quality, Development and Product Standards

In order to render the TMC comparable to the major International Markets, a high level of quality standard will be required at the TMC. The quality standards are fixed for Service Quality, Development and Products that will be handled by TMC. The quality standards include NBC (National Building Code), Indian standard code and other specified standards for Development Quality and AGMARK, EuroGAP, ISO17025 and other standards for Product Quality. Specific service quality standards for each service need to be attained. These quality standards need to be provided in the TMC within a specified time frame.

The PE is liable to specified default norms in the event of not meeting the service quality requirement.

8. Monitoring and Evaluation

Nodal Officer will monitor progress of implementation of project and operation including progress with respect to timeliness and quality. State Horticulture Mission will submit Quarterly reports on progress of implementation of TMC to AMA and also to Mission Director, National Horticulture Mission. For this, if required by GoS, an Independent Consultant (IC) may be appointed by GoS for the purpose of determining and ensuring compliance with technical standards, specifications, costs and time schedules during any operation, development, design, repair, maintenance, replacement or construction at the Terminal Market Complex Site. The duties of IC include review of designs, drawings and procurement documents, Monitoring of the construction, operation and management of the TMC, monitoring the progress of mandatory and capital projects and other components of project to be undertaken by the PE, approval and review of Master Plan submitted by PE, audit of fund utilization by the PE and other relevant duties. The PE will provide all relevant information promptly for the purpose.

9. Defaults

Each of the following events or circumstances, to the extent not caused by a Force Majeure, shall be considered for the purposes of this Agreement as events of default of which, if not cured within the time period permitted, shall provide the GOS the right to terminate this Agreement in accordance OMDA.

The conditions that will be classified as events of default on part of PE include: breach of terms of agreement, material breach, non achievement of ISO standards, breach of obligations under Objective Service Quality Requirements, Product Standards, or Development Standards and Requirements for a period, non completion of the Project in the given period and setting up of lower capacities/ incurring lower investments than what is prescribed.

10. Force Majeure

The PE shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that the PE is unable to render such performance by an event of Force Majeure (a "Force Majeure"). The conditions that may qualify for the execution of Force Majeure include but not restricted to war, revolution, riot, nuclear explosion, strike, epidemic and other conditions. The Force Majeure will be executed as per the specified procedure.

APPENDIX 2

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
APPLICATION POWER OF ATTORNEY**

Know all men by these presents, we _____(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____(name and address of residence) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Designing, Engineering Financing, Procurement, Constructing, Operating and Maintaining the Terminal Market Project Complex located at [_____] in the State of [_____] , including signing and submission of all documents and providing information / responses to (AWARDER), representing us in all matters before AWARDER, and generally dealing with AWARDER in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the sole Applicant and/ or the Lead Member, as the case may be, in case of a Consortium.

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

APPENDIX 3A
Bid Response Sheet No.1
Details of Applicant

1. (a) Name

- (a) Country of Incorporation
- (b) Address of the corporate headquarters and its branch office (s), if any, in India
- (c) Date of incorporation and / or commencement of business

2. Brief description of the business entity including details of its main lines of business and proposed roles and responsibilities in this Project.

3. Details of individual (s) who will serve as the point of contract / communication for AWARDER within the Company

- a) Name:
- b) Designation:
- c) Business Entity:
- d) Address:
- e) Telephone No:
- f) E-mail Address:
- g) Fax No:

4. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Applicant:

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No:
- e) E-mail address:
- f) Fax No:

5. In case of a Consortium:

The information above (1-4) should be provided for all the Members of the Consortium

APPENDIX 3B

Bid Response Sheet No. 2

Experience of the applicant #

Applicant type # #	Member code *	Core competencies **	Categorization of applicant ***	Volume factor # # #	Project cost factors ****	Networth factors
Single Entity Applicant						
Consortium Member 1						
Consortium Member 2						
Consortium Member 3						

Maximum Volume Score =

Maximum Project Cost Score =

Maximum Net Worth Score =

The Applicant should provide details of only those projects undertaken by it under its own name. Project experience of the Applicant's parent company or its subsidiary or any Associate company (who is not a member of the Consortium) will not be considered for computation of the volume score

Any Applicant consisting of a single entity should fill in details as per the row titled Single Entity Applicant and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows depending upon the number of Consortium Members and the row titled Single Entity Applicant may be ignored.

Refer to clause 3 B (a, b) also in the event that two or more members of a Consortium had participated in the same project, only one member should mention the project. In case more than one member mentions the project, the Project cost score of the member with the highest project cost score for that project shall be considered and the experience of the other members shall not be considered for the purpose of evaluation of the RFQ.

* Member codes

NA = Not Applicable in case of a single entity

Applicant. M = Member.

**Refer to clause 3 A (b): Eligible project details. Add more rows if necessary.

***Refer Clause 3.2.

(a)

****Refer to Clause 3.2.B

(c).

APPENDIX 4

ELIGIBLE PROJECT DETAILS

Project Code:

Member Code:

	Refer Instruction	Applicant To Fill Up The Details Here
Category	5	
Year code	6	
Title & nature of the project		
Entity for which project was constructed / developed	7	
Location		
Project cost	8	
Date of commencement of project		
Date of completion / commissioning	9	
Equity shareholding	10	

Instructions

1. Applicants are expected to provide information in respect of Eligible Projects in this section. The Projects cited must comply with the eligibility criteria specified in Clause

3.(C).4. Information provided in this section is intended to serve as a back up for information provided in accordance with Bid Response Sheet 2. Applicants are also required to refer to Appendix 4 for Guidelines for providing related to experience.

For a single entity Applicant, or individual member of consortium: Core Competencies would include .1. Agribusiness: (Class “AB”) and 2. Infrastructure Developers: (Class “ID”)

This category would include applicants with a core competency in the field of Infrastructure Development.

2. A separate sheet should be filled for each of the Eligible Projects.

3. Member codes shall be

NA = Not Applicable in case of a Single entity

Applicant, LTM = Lead Technical Member

LFM = Lead Financial Member

M = Member.

LM = Lead Member

4. Refer Clause 3.(A).1 for Category
5. Figures may be provided for the past three years. The financial year would be the same as the one normally followed by the Applicant for its Annual Report. Year 1 refers to the latest financial year [insert the most recent financial year]; Year 2 refers to the financial year before Year 1, Year 3 refers to the financial year before Year 2,
6. For applicant in in Agribusiness or Infrastructure Development, largest value Project Cost should be provided till the most recent year.
7. For applicant in infrastructure development in Agribusiness or Infrastructure Development, date of commissioning should be provided and the date of completion should be provided.
8. For applicants, the equity shareholding of the Applicant in the project as on date of commissioning needs to be given.
9. Certificate from the client or a certificate from the Applicant's statutory auditor must be furnished stating the following details (as provided in Appendix 5):
 - a. Date of completion/ date of commissioning of the project
 - b. Cost of project
 - c. Equity shareholding as on date of commissioning (only in case of relevant categories)

It may be noted that in the absence of any one of the above (including the certificate from the client), the information would be considered inadequate and could Lead to exclusion of the relevant project in computation of project cost Score.

Appendix 5

Guidelines for Providing Information related to Project cost

If the Applicant is claiming experience under relevant Category, the Applicant should provide certificate from the client, which should contain the following minimum details:

1. Title & Nature of the Project
2. Entity for which the Project was constructed. (in the event not constructed for itself)
3. Work executed by the Applicant.
4. Names of all the Consortium Members (in case of jobs/ contracts which have been executed as part of a Consortium).
5. Value of the job/ contract/ certified billing
6. Date of completion/ certified billing.

a. It may be noted that in the absence of any one of the above, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score

b. In case of a particular job/ contract has been jointly executed by the Applicant (as part of a Consortium), he should further support his claim for the share in work done for that particular job / contract by producing a certificate from his statutory auditor or the client/ employer in the format given below. This certificate would be in addition to the

above-mentioned certificate from the client.

Certificate from the Statutory Auditor / Client

This is to certify that _____ (Name and Registered office of the Applicant)
has constructed _____ (Title of the Project).

We further certify that _____ (Name and Registered office of the Applicant)
has executed /earned an income from executing this project of _____ (Amount).

Signature of the

Name

Place

Date

Authorized Signatory

It may be noted that in the absence of any detail from the above certificate, the information would be considered inadequate and could Lead to an exclusion of the relevant project in computation of Experience Score.

2. If the Applicant is claiming experience under relevant Category the Applicant should provide a certificate from his statutory auditor in the format given below

Certificate from the Statutory Auditor			
This is to certify that ____ (Name and Registered office of the Applicant) has promoted _____ (Title & Nature of the Project). This Project was commissioned on _____ (Date of commissioning of the Project) and _____ (Name and Registered office of the Applicant) held _____% of the equity capital in the Project as on the date of commissioning.			
We further certify that total cost of the Project as on the date of commissioning was _____			
Signature of the	Name	Place	Date

It may be noted that in the absence of any detail from the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of experience score.

SCHEDULE 1

“Market Services” means the provision of following User facilities and services at the TMC eligible for subsidy (Indicative only; State Govt to finalise on need based)

a. TMC: Facilities and services to be provided at the central terminal market complex for Perishable Agricultural Produce handled by the PE

- i. Auction platform/Automatic weighing platform/ electronic auction facility
- ii. Loading/unloading/dispatch facilities
- iii. Drying yards
- iv. Cold storage facility & temperature controlled warehouse
- v. Ripening chamber
- vi. Sorting, grading, washing and packing lines Labelling of produce
- vii. Quality testing facility
- viii. Material handling equipment (palletisation and plastic crates)
- ix. Movement and parking facility for vehicles
- x. Futures trading facility
- xi. Transport services (including climate controlled transport)
- xii. Banking services including settlement of transactions
- xiii. Vehicle fuelling services
- xiv. Waste and refuse treatment and disposal
- xv. Basic lodging services for farmers
- xvi. Storage area of plastic crates
- xvii. Standards for the produce arriving at the market
- xviii. Bulk Weightment etc
- xix. Price displays / bulletin service
- xx. Advisory on inputs, prices, quality for Perishable Agricultural Produce & Farmers training

b. Facilities and services to be provided at the collection centre for Perishable Agricultural Produce handled by the PE

- i. Washing, grading, sorting, weightment services
- ii. Multi-modal transport services including to central tmc
- iii. Plastic crates
- iv. Facility for collection and aggregation of produce
- v. Services for settlement of transaction

NOTE: The marketing services to be provided free if any to farmers is mentioned in OMDA.

SCHEDULE 2

Essential Services

“Essential Services” means the provision of the following User facilities and services (indicative list) at the TMC and eligible for subsidy: These are:

1. Toilets and nursing mothers rooms;
2. Waiting rooms;
3. Drinking water
4. Cleaning, heating, lighting and air conditioning public areas
5. Facilities for the disabled and other special needs people
6. Information desks
7. Policing and general security
8. Fire fighting services
9. Emergency services including emergency medical care room
10. Any other services deemed to be necessary for the safe and efficient operation of the Terminal Market Complex.

In addition to the above which are non chargeable, the TMC will provide the following User facilities and services at nominal rates to the TMC Users:

11. Canteen/ Food items
12. Required Infrastructure/ Facilities for Post Offices
13. Infrastructure/ Facilities for Public telephones
14. Infrastructure/ Facilities for access to internet
15. Vehicle parking

SCHEDULE 3

Non Market Services

“Non Market Services” means the provision of the following indicative User facilities and services at the TMC but which are not eligible for subsidy including its land portion (Indicative only) :

- a) Business Centre services
- b) Catering services
- c) Freight consolidators/forwarders or agent services
- d) General retail shops
- e) Hotels and Motels services including reservation services
- f) Locker rental
- g) Logistic Centres
- h) Messenger services
- i) Porter service
- j) Restaurants, and other refreshment services
- k) Vehicle rental services
- l) Vending services
- m) Leisure service Facilities and entertainment
- n) Shopping Complex
- o) Secondary and Tertiary processing

The PE is entitled to collect user charges for these services in line with prevailing market conditions.

Negative list of activities: Indicative List of businesses or operations which cannot be established / performed in the Terminal Market complex:

- a) Arm Shop
- b) Gambling
- c) Contraband items

GOS can further add the items in the negative list as per specific requirements.