

**MADHYA PRADESH STATE AGRICULTURAL MARKETING BOARD**  
**26, Kisan Bhawan, Arera Hills, Jail Road, Bhopal - 462011**

No./B-6/Niyaman/ 982

Dated: 04.10.2019

**Notice Inviting Applications**

The MP State Agricultural Marketing Board is engaged in the development of infrastructure in and around Madhya Pradesh's agricultural produce markets for the benefit of the farmers and as part of this initiative, the Authority has decided to enlist the support and as a result empanel technically qualified collateral management companies which shall provide warehousing facilities, assaying services and warehouse receipt based financing to farmers who bring their produce to the warehouses being operated by the empanelled collateral management companies (the "Project").

The complete RFQ document can be viewed/downloaded from official portal Mandiboard i.e. [www.mpmmandiboard.co.in](http://www.mpmmandiboard.co.in) or [mpmandiboard.gov.in](http://mpmandiboard.gov.in) from **05.10.19** (time 10:30 am ). Applications must also be submitted offline in hard copy on or before **26.10.19** (time 05:30 pm). Applications received shall be opened on **31.10.19** or at such time as may be announced by the Authority in due course of time.

Applications through any other mode shall not be entertained. Please note that the Authority reserves the right to accept or reject all or any of the Applications without assigning any reason whatsoever.

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**Additional Director,**  
**MP State Agricultural Marketing Board**  
**Bhopal**

**Request for Qualification(RFQ)**

**For**

**Empanelment of Collateral Management  
Companies**

**Madhya Pradesh State Agricultural  
Marketing Board (MPSAMB)**

**October, 2019**

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## DISCLAIMER

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

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in the RFQ may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicant 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 any thing 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 herein or deemed to form part of this RFQ.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise how so ever caused arising from reliance of any Applicant up on the statements contained in this RFQ. The Authority may in its absolute discretion, but without being under any

obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and empanel or to appoint the Selected Applicant(s) for the Project and the Authority reserves the right to reject all or any of the Applications without assigning any reason whatsoever.

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

## GLOSSARY

Addendum	As defined in Clause 2.9.1
APMC	As defined in Clause 1.1.1
Applicant(s)	Parties that submit their Applications for the Project in accordance with this RFQ.
Application	As defined in Clause 1.2.1
Application Documents	As defined in Clause 1.1.4
Application Due Date	As defined in Clause 1.1.4
Application Process	As defined in Clause 1.2.1
Authority	As defined in Clause 1.1.1
Companies Act	Shall mean the Companies Act, 2013, and rules framed there under.
Conflict of Interest	As defined in Clause 2.2.1 (c)
Crore	Ten million (10,000,000)
Document Fee	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 2.2.2.2 (i)
Financial Year	1 <sup>st</sup> April of any calendar year and ending on 31 <sup>st</sup> March of the next calendar year.
Lakh	Hundred thousand (100,000)
LOA	As defined in Clause 3.3.2
Minimum Qualification Criteria	As defined in Clause 2.2.2
MPSAMB	Madhya Pradesh State Agricultural Marketing Board
MPSCSC	Madhya Pradesh State Civil Supplies Corporation
MPWLC	Madhya Pradesh Warehousing and Logistics Corporation
Net Worth	As defined in Clause 2.2.2.5
Project	As defined in Clause 1.1.1
Re. or R.S. or INR	Indian Rupee
RFQ	Means the Request for Qualification issued by the Authority for selecting the Selected Applicant for the Project
Selected Applicant(s)	As defined in Clause 3.3.1
Scheduled Bank	As defined in Clause 2.2.2.2
Storage Service Charge	As defined in Clause 1.2.2 (a)
Subject Person	As defined in Clause 2.2.1 (c)
Technical Capacity	As defined in Clause 2.2.2.1
Tender Website	As defined in Clause 2.1.4

Term	As defined in Clause 1.1.3
WDRA	Warehouse Development Regulatory Authority

**MADHYA PRADESH STATE AGRICULTURAL MARKETING BOARD**  
**26, Kisan Bhawan, Arera Hills, Jail Road, Bhopal – 462011**

RFQ No. \_\_\_\_\_

Dated: .....2019

**Notice Inviting Applications**

The Madhya Pradesh State Agricultural Marketing Board (the “**Authority**”) is engaged in the development of infrastructure in and around Madhya Pradesh’s agricultural produce markets for the benefit of the farmers and as part of this initiative, the Authority has decided to enlist the support and as a result empanel technically qualified collateral management companies which shall provide warehousing facilities, assaying services and warehouse receipt based financing to farmers who bring their produce to the warehouses being operated by the empanelled collateral management companies (the “**Project**”).

The Authority represented by its Managing Director (MD) now invites applications from eligible Applicants for the purpose of this Project. Applicants who wish to apply in response to this RFQ (“**Applicant(s)**”) are invited to submit their Applications for qualifying and empanelment hereunder. The Applicants to be qualified hereunder shall be eligible for empanelment for the Project with the Authority. The Application may be submitted by a single entity only and the consortium of entities shall not be eligible to apply.

The complete RFQ document can be viewed/downloaded from official portal Mandiboard i.e. [www.mpmmandiboard.co.in](http://www.mpmmandiboard.co.in) or [mpmandiboard.gov.in](http://mpmandiboard.gov.in) from **05.10.19** (time 10:30 am ). Applications must also be submitted offline in hard copy on or before **26.10.19** (time 05:30 pm). Applications received shall be opened on **31.10.19** or at such time as may be announced by the Authority in due course of time.

Applications through any other mode shall not be entertained. Please note that the Authority reserves the right to accept or reject all or any of the Applications without assigning any reason whatsoever.

**Mr. Kedar Singh**  
**Additional Director,**  
**Madhya Pradesh State Agricultural Marketing Board**  
**26, Kisan Bhawan,**  
**Arera Hills, Jail Road,**  
**Bhopal – 462011**  
**Phone: [\*\*]**  
**Email:[\*\*]**

# SECTION 1

## INTRODUCTION

### 1.1 Background

1.1.1 The Madhya Pradesh State Agricultural Marketing Board represented by its Managing Director (the “**Authority**”) is engaged in the development of infrastructure in and around Madhya Pradesh’s agricultural produce markets for the benefit of the farmers and as part of this initiative, the Authority has decided to enlist and empanel collateral management companies which shall provide to the farmers/member of FPOs warehousing and storage facilities, assaying services and warehouse receipt based financing to the farmers who bring and store their produce in the warehouses being operated by the empanelled collateral management companies within the state of Madhya Pradesh (the “**Project**”). As part of the Project, the warehouses being operated by the collateral management companies and where the storage of the farmers’ commodities are to take place, shall be necessarily located within a 15km radius from the selected agricultural produce markets (“**APMC**”) within the state of Madhya Pradesh. To undertake the Project, the Authority has decided to carry out this RFQ process for empanelling interested collateral management companies whose Applications fulfill the requirements set out under this RFQ.

- (a) Applicants who wish to apply in response to this RFQ (the “**Applicant(s)**”) are invited to submit their Applications forgetting empanelled as hereunder. The Applicants whose Applications fulfill the Minimum Qualification Criteria and who are thereby empanelled shall be declared as of [\*\*], 2019 for a term of 3 (three) years from such date of empanelment. The Application may be submitted as single entity only and joint ventures and consortium of entities shall not be permitted to submit Applications for this Project.
- (b) The issuance of this RFQ is aimed at evaluating the Technical and Financial Capacity of Applicants as indicated by them so as to ascertain whether the Applicant is fulfilling the Minimum Qualification Criteria for the purpose of empanelment.
- (c) All Selected Applicants shall be required to perform the services for the purpose of this Project shall be obligated to perform the Scope of Services as set out in Schedule A of Appendix I.

1.1.2 As part of the Project, the Selected Applicants who are empanelled shall be responsible for providing to the farmers warehousing facilities, quality testing, collateral management



including negotiable warehouse receipt based financing and handling and bagging services and other services as set out in Schedule A of Appendix I in accordance with applicable laws and any of the instructions/ guidelines of the Authority as is in force and as may be amended from time to time.

- 1.1.3 The Selected Applicants shall be issued a letter of empanelment by the Authority. The Selected Applicant shall enter into a contract(s) for provision of services with the Authority in the form provided by the Authority at a later date. The term of empanelment shall be a period of three (3) years from the date of issue of the letter of empanelment (“**Term**”).
- 1.1.4 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein and any other documents to be provided by the Authority as modified altered, amended and clarified from time to time by the Authority (“**Application Documents**”) and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”)
- 1.1.5 The statements and explanations contained in this RFQ are intended to provide a better understanding to the Applicants about the subject matter of this RFQ and should not be construed or interpreted as limiting in any way or manner the Scope of Services and obligations of the Selected Applicants as set out in detail in the contract(s) for provision of services or the Authority’s rights to amend, alter, change, supplement or clarify the Scope of Services or the Project. Consequently, any omissions, conflicts or contradictions in the Application Documents including between this RFQ or the contract the Authority will provide at a later date for empanelment are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

## **1.2 Brief description of Applications Process**

- 1.2.1 This Application Process (“**Application Process**”) is intended to determine eligibility of Applicants so as to enable such Applicants to be empanelled with the Authority for the provision of warehousing facilities, quality testing, collateral management and handling and bagging services as enumerated in Schedule A of Appendix I of this RFQ in accordance with applicable laws and regulations and the instructions/ guidelines of the Authority as is in force and as may be amended from time to time. Applicants are required to submit an Application to the Authority with requisite information and supporting documents as required by this RFQ (“**Application**”). The Applications submitted by the Applicants shall be evaluated on the basis of the Minimum Qualification Criteria prescribed in Clause 2.2.2 of this RFQ. The Applicants who fulfill the Minimum

Qualification Criteria shall be declared as the Selected Applicants and pursuant to the terms of this RFQ shall be eligible for empanelment with the Authority for the provision of the services (as detailed in Schedule A of Appendix I) under this Project. **Prior to submitting an Application, the Applicant shall pay to the Authority as tender processing fee, a sum of Rs. 5000/- (Rupees Five Thousand only) (“Document Fee”). The Document Fee shall be payable by way of Demand Draft (DD). In case of payment by way of DD, the DD shall be in favour of Account Officer MP State Agricultural Marketing Board Bhopal, payable at Bhopal.**

1.2.2 As part of the Project structure, the Selected Applicant shall, upon empanelment, provide the services set out in Schedule A of Appendix I. The four main services which are to be provided by the empanelled Selected Applicant are as follows:

- a) Warehouse and storage facilities
- b) Assaying services
- c) Handling and bagging services
- d) Collateral management and warehouse receipt based financing

The payments that shall be levied by the Selected Applicants for providing the for the purpose of this Project and for provision of the services under this Project are as follows:

**a) Storage and Warehousing**

As part of the services to be provided under this Project, the Selected Applicant shall be obligated to provide warehousing and storage services to the farmers/depositors/members of FPO.

The Parties hereby agree that the farmers/depositors/member of FPOs shall be permitted to avail of the storage and warehousing services from the Selected Applicants only twice during the course of each financial year. Further, during the Term, for each occasion that the farmer/depositor/member of FPOs stores the commodities in the warehouse, the Selected Applicant shall not charge a fee from such farmers/depositor/member of FPOs during the first 4 (four) months from the date of storage in the warehouse. After the completion of the aforesaid four (4) months, the Selected Applicant shall charge a fee for providing the storage services specified under this RFQ (“**Storage Service Charge**”). Further, it is hereby understood that for each instance that the famer/ depositor/ members of the FPO avail of the storage services, such famer/ depositor/ members of the FPO shall only be permitted to store a minimum of **10 quintals** of agricultural produce and a maximum of 150 quintals of agricultural produce.

The aforementioned Storage Service Charges shall be determined on per MT basis and during the entire Term, shall be based only on the tariff fixed by the Madhya Pradesh Warehousing and Logistics Corporation (“MPWLC”). During the Term, the tariff fixed by MPWLC, as updated from time to time, shall be the maximum amount the Selected Applicant may charge as Storage Service Charge. The Selected Applicant may charge any amount equivalent to or lower than the MPWLC fixed tariff as Storage Service Charge.

Provided however, that the Selected Applicants shall, during the Term, provide the warehousing and storage services, during each instance that a farmer/depositor/member of FPO avails the storage services, free of cost for the first 4(four) months from date of storage/deposit of goods in the warehouse. Under no circumstances shall the Storage Service Charge be levied directly from the farmer/member of FPOs during this aforementioned period of four months. The cost of providing storage services to the farmers during this four-month period shall be reimbursed by the Authority to the Selected Applicants. The rate at which the Authority shall reimburse the Selected Applicant shall be as per prevailing MPWLC tariff rates.

The Selected Applicant shall raise invoices for the warehousing services rendered to farmers on a monthly basis and submit the same to the Authority. The invoices shall be submitted to the Authority within 5 (five) days after the end each month during the first four months of the Term in lieu of provision of warehousing services to the farmers. The Selected Applicants shall ensure that along with the invoices, the necessary particulars evidencing usage of storage capacity by way of storing of farmers’ produce per MT basis is also submitted. The Selected Applicants shall provide farmer-wise commodity-wise transaction details of storage and calculate storage charges per farmer along with the monthly invoice, to the Authority. The Selected Applicant shall also provide copies of warehouse receipt issuances and stock register as supporting document to evidence usage of storage capacity.

The Authority shall release the payment of Storage Service Charge to the Selected Applicant not later than 15 (fifteen) days from receipt of the invoice from the Selected Applicant along with necessary particulars, mentioned above.

**b) Assaying**

Throughout the Term, the Selected Applicant shall provide assaying services free of cost to the farmers and shall in turn seek reimbursement from the Authority. Under no circumstances shall the farmer be directly charged for provision of assaying services. The rate at which the reimbursement shall be provided by the Authority shall be Rs. 20 (Rupees Twenty only) per sample. The Selected Applicant shall not be permitted to raise

invoices to the Authority for assaying services at rates above those prescribed herein, during the Term.

The Selected Applicant shall raise and submit monthly invoices to the Authority within 5 (five) days after the end each month during the Term in lieu of provision of assaying services to the farmers. The assaying charges shall be determined on per lot sampling basis. It is hereby clarified that the charges per lot for assaying shall not exceed the rate of Rs. 20 (Rupees Twenty only) per sample prescribed above, during the entirety of the Term.

Along with the invoices, the Selected Applicant shall also submit the copies of the assaying reports generated during the month for each sample so as to evidence that the claimed assaying services were provided during the month.

The Authority shall release the payment of the monthly assaying charges to the Selected Applicant not later than 15 (fifteen) days from receipt of the invoice from the Selected Applicant along with necessary particulars, mentioned above.

**c) Bagging and Handling**

The charges for providing the bagging and handling services shall be paid by the Authority to the Selected Applicants. The Selected Applicants shall be reimbursed by the Authority as per the prevailing labor charges applicable in the agricultural produce market from where the goods are being brought.

The cost of procuring gunny bags shall also be reimbursed by the Authority to the Selected Applicants. The cost of gunny bags (new or first use)/ PP bags shall be reimbursed as per the rates fixed by Madhya Pradesh State Civil Supplies Corporation (“MPSCSC”).

For the purpose of reimbursement of the handling charges, the same shall take place on a monthly basis. The Selected Applicant shall on every first day of relevant month submit an invoice for the immediately earlier month, and along with the invoice, the Selected Applicants shall submit the following documents:

- i. Copy of warehouse receipt;
- ii. Weekly stock inward report with date-wise, commodity-wise, farmer-wise inward details at the warehouse;
- iii. Bank account details of the Selected Applicant.

The Authority shall make the payment within 7 days of receipt of the invoice and supporting documents, subject to and after due verification to its reasonable satisfaction.

**d) Warehouse receipt based pledge financing**

For the purpose of this Project, the charges for warehouse receipt based pledge financing to be provided by the Selected Applicant shall be levied by the Selected Applicant directly from the farmer/depositor and the Authority shall bear no responsibility for such payments, if any. The detailed mechanism for provision of warehouse receipt based pledge financing has been set out in Schedule A of Appendix I. Further, a flow chart for depicting the process flow for pledge financing has been set forth herein in Schedule B of Appendix I.

- 1.2.3 Any Addenda issued subsequent to this RFQ, but on or before the Application Due Date, will be deemed to form part of the Application Documents. The Applications shall be valid for a period of not less than One Hundred and Twenty (120) days from the Application Due Date.
- 1.2.4 The Applicants would be required to furnish all the information specified in this RFQ.
- 1.2.5 The Applicants who fulfill the Minimum Qualification Criteria as set out in this RFQ may be empanelled to provide the requisite services as prescribed in Schedule A of Appendix I or the implementation of the Project.
- 1.2.6 The Applicants are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Applications for selection for the Project.
- 1.2.7 Any queries or request for additional information concerning this RFQ shall be submitted by e-mail to the officer designated in Clause 2.11.3 below with identification/ title: **"Queries /Request for Additional Information: RFQ for Empanelment of Collateral Management Companies, 2019"**

The queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Queries not submitted in the prescribed format may not be responded to.

S. N.	Page No.	Part of RFQ	Clause No.	Text provided in RFQ	Clarification sought with justification, if any
1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]
...	.....	....	.....	.....	.....

It is preferred that the queries should be sent to the Authority at least two (2) business days before the scheduled pre-application meeting

### 1.3 Schedule of Application Process

The Authority shall Endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Date (dd/mm/yyyy)</b>
Issue of Application Documents	05 October, 2019
Last Date for receiving pre-bid queries for Pre-Application meeting	11 Oct, 2019 05:30PM
Pre-Application meeting	15 Oct 2019 at 12:00 PM
Response to Pre-Application meeting queries	18 Oct, 2019
Application Due Date	26 Oct 2019 at 05:30PM ( <b>by Speed / Registered Post</b> )
Opening of Application	31 Oct 2019
Announcement of Selected Applicants	02 Nov 2019
Issue of Letter of Award (after physical verification of the credentials of Selected Bidder)	Within 15 days of announcement of Selected Applicants

## SECTION-2

### INSTRUCTIONSTOAPPLICANTS

#### 2.1.General terms of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to qualify experienced and capable Applicants for empanelment under the Project.
- 2.1.2 No Applicant shall submit more than one Application for the Project. An international Applicant applying shall ensure that the Power of Attorney and all other legal documents pursuant to the Application are apostilled by the appropriate authority and requirement under the Indian Stamp Act are duly fulfilled.
- 2.1.3 The Application shall be furnished in the format exactly as per Appendix-I i.e. Letter comprising the Application for Qualification.
- 2.1.4 The Application Documents shall be available for download from the tender website i.e. [www.mpmmandiboard.co.in](http://www.mpmmandiboard.co.in) (“**Tender Website**”). Any modifications / Addendum / responses to queries and any other corrigendum shall be updated on the Tender Website and the Applicants are requested to check the Tender Websites regularly for updates. The Authority shall not undertake any responsibility if any Applicant fails to regularly check the Tender Website for Addenda.

For the purpose of submission of the Application, the Applicants shall submit the Applications in physical hard copy form in a sealed envelope in the manner specified in this RFQ and to the person specified in Clause 2.11.3 of this RFQ.

- 2.1.5 The Applicant should submit a Power of Attorney as per the format prescribed at Appendix-III, authorizing the signatory of the Application to commit the Applicant along accompanied by a board resolution or charter document in favour of the executants.
- 2.1.6 Any condition or qualification or any other stipulation contained in the Application shall render the Application liable to rejection as a non-responsive Application.
- 2.1.7 The Application and all communications in relation to or concerning the Application shall be in English language.
- 2.1.8 The documents including this RFQ and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Applicants solely for the purpose of preparation and the submission of an Application in accordance here with. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for

preparation and submission of their Application. The provisions of this Clause 2.1.8 shall also apply mutatis mutandis to Applications and all other documents submitted by the Applicant, and the Authority will not return to the Applicants any Application, document or any information provided along there with.

2.1.9 This RFQ and all Application Documents are not transferable.

2.1.10 The Applications shall be submitted as per the format provided in the Appendices of this RFQ. The Application shall consist of:

APPENDIX I: Letter Comprising the Application

APPENDIX II: General Information of Applicant & Statement of the Legal Capacity

APPENDIX III: Power of Attorney for Signing of Application in favor of Authorized Signatory with board resolution/relevant extract of charter document in favor of executants

APPENDIX IV: Technical Capacity of Applicant with supporting documents

APPENDIX V: Financial Capacity of Applicant with supporting documents

APPENDIX VI: Application Checklist

2.1.11 While the Application is open to persons from any country, the following provisions shall apply:

(a) Where, on the date of the Application, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant is held by persons resident outside India or where an Applicant is controlled by persons resident outside India; or

(b) if at any subsequent age after the Application Due Date, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant;

Then the eligibility of such Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents



and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as enforce on the date of such acquisition. The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the RFQ and/or the Application Process.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Application Process.

While evaluating the Application, regard will be paid to national defense and security considerations.

Offer received from any Applicant may be summarily rejected on national security consideration without any intimation thereof to the Applicant.

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

2.1.12 Any entity which has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the Application Due Date, would not be eligible to submit the Application.

2.1.13 Further, an Applicant should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, or its Associate, as the case may be, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant or its Associate.

Provided, however, that where a Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.1.13 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its

sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Application Process or on the implementation of the Project.

- 2.1.14 An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Application Process or subsequent to the (i) issue of the LOA or (ii) execution of the contract(s) for provision of services. In the event any such adviser is engaged by the Selected Applicant, after issue of the LOA or execution of the contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the contract(s) for provision of services to be provided by the Authority at a later stage, Contract and without prejudice to any other right or remedy of the Authority, which the Authority may have there under or otherwise, the LOA or the contract(s) for provision of services to be provided by the Authority at a later stage, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Applicant/ Applicant for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant or Associate in the past but its assignment expired or was terminated prior to the Application Due Date.
- 2.1.15 The Applicant shall provide details of all their on-going projects along-with updated stage of litigation, if any, against the Authority/Government.
- 2.1.16 The Applicant shall also provide details of updated on-going process of blacklisting/debarment if so, under any contract with Authority/Government.
- 2.1.17 The Authority reserves the right to reject an otherwise eligible Applicant on the basis of the information provided under Clauses 2.1.15 and 2.1.16. The decision of the Authority in this case shall be final.

## **2.2 Eligibility and qualification requirements of Applicant**

2.2.1 For determining the eligibility of Applicant the following shall apply:

- (a) The Applicant may be a single entity.
- (b) An Applicant may be in the nature of a company incorporated under the Companies Act 1956/2013 or a company incorporated under the relevant laws/statute of any country outside India. A joint venture/ consortium of entities shall not be eligible for consideration for the Project.

(c) An Applicant shall not have a Conflict of Interest (the “**Conflict of Interest**”) that affects the Application Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Application Process, if:

(i) the Applicant and any other Applicant, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect share holding of an Applicant in the other Applicant is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant; or

(iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) such Applicant has a relationship with another Applicant, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either

or each other.

## **2.2.2 Minimum Qualification Criteria**

### **2.2.2.1 Technical Capacity**

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicants shall have:

- (i) a minimum of 5 (five) years of experience offering scientific warehousing services and collateral management services for agricultural produce in India; and
- (ii) a minimum of 50,000 MT warehousing capacity through WDRA registered warehouses being operated (either directly or through subsidiary) by the Applicant in India; and
- (iii) Collateral management agreements (for receipt based financing) with a minimum of 5 (five) Scheduled Banks / financial institutions in India.

### **2.2.2.2 Financial Capacity:**

- (i) The Applicant shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 50 Crore (Rupees fifty crores) at the close of the preceding financial year prior to the Application Due Date.

For the purpose of this RFQ, “**Scheduled Bank**” shall mean shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934

### **2.2.2.3 Submission in support of Technical Capacity**

- (i) The Applicant should furnish the details of eligible experience for the last 3 (three) financial years immediately preceding the Application Due Date.
- (ii) The Applicant must provide the necessary information relating to Technical Capacity as per format at Appendix IV.
- (iii) The Applicant shall submit proof of relevant experience by way of submission of documentary evidence. Such documentary evidence shall be duly signed by the authorized signatory of the Applicant. The documentary evidence referred herein shall include:

Client certificate or statutory auditor’s certificate, and agreement copy and/or Letter of Award, as the case may be for demonstrating and meeting the Technical Capacity. For the avoidance of doubt, the Applicant should

mandatorily provide statutory auditor's certificate or clients' certificate, and agreement copy and/or Letter of Award to showcase the services/works undertaken.

Apart from the above, all Applicants shall submit the copy of their incorporation and charter documents at the time of submission of Application.

#### **2.2.2.4 Submission in support of Financial capacity**

- (i) The Application must be accompanied by the audited annual reports of the Applicant for the last 3(three) financial years, preceding the year in which the application is submitted. The Application shall also contain a certificate from the statutory auditor specifying the Net Worth i.e. evidencing the Financial Capacity fulfillment by the Applicant, at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth. The Applicant shall also submit the financial statements of the Applicant for the previous three financial years.
- (ii) In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- (iii) The Applicant must establish the minimum Net Worth amount specified in Clause 2.2.2.2, and provide details as per format at Appendix V.

2.2.2.5 The Applicant shall enclose with its Application, to be submitted as per the format at Appendices I-VI, the certificate(s) from its statutory auditors specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.2.5.

For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

### **2.3 Proprietary data**

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

### **2.4 Cost of Application Process**

The Applicants shall be responsible for all of the costs associated with the preparation of their Application and their participation in the Application Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conductor outcome of the Application Process.

### **2.5 Verification of information**

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

- (a) made a complete and careful examination of the RFQ document;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to sub-clause (a) or (b) above. No claim shall be admissible at any stage on this account; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ, including any error or mistake therein or in any information or data given by the Authority.

### **2.6 Verification and Disqualification**

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ and the Applicant shall, when so required by the Authority, make available all such information, evidence and documents as maybe necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.6.2 The Authority reserves the right to reject any Application if:

(a) at any time, a material misrepresentation is made or uncovered; or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the RFQ Application.

Such misrepresentation/improper response shall lead to the disqualification of the Applicant.

2.6.3 In case it is found during the evaluation or at any time before empanelment of Selected Applicant that one or more of the eligibility requirements have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith. If the Selected Applicant(s) has already been issued the LOA or has entered into the contract(s) for provision of services, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Selected Applicant without the Authority being liable in any manner whatsoever to the Selected Applicant(s).

## **2.7 Contents of the RFQ**

2.7.1 This RFQ comprises the Disclaimer set-forth herein above, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Section 1. Introduction  
Section 2. Instructions to Applicants  
Section 3. Evaluation of Applications  
Section 4. Fraud and Corrupt Practices  
Section 5. Pre-Application Conference  
Section 6. Miscellaneous

### Appendices

I. Letter Comprising Application  
II. Details of Applicant  
III. Power of Attorney  
IV. Technical Capacity of Applicant  
V. Financial Capacity of Applicant  
VI. Application Checklist

## **2.8 Clarifications**

2.8.1 Applicant requiring any clarification on the RFQ may notify the Authority in writing by e-mail in accordance with Clause 1.2.7. They should send in their queries on or before the date mentioned

in the Schedule of Application Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the periods specified therein, but not later than 15 (fifteen) days prior to the Application Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Applicants without identifying the source of queries.

- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Application Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Application, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Application and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5 If an Applicant does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Application may be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing and interpreting the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **2.9 Amendment of RFQ**

- 2.9.1 At any time prior to the Application Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of addenda (“**Addendum**”).
- 2.9.2 Any Addendum issued hereunder will be issued and published on the Madhya Pradesh State Agricultural Marketing Board website ([www.mpsmandiboard.co.in](http://www.mpsmandiboard.co.in)) i.e. Tender Website.
- 2.9.3 In order to afford the Applicants a reasonable time for taking an Addendum into



account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

## **2.10 Format and Signing of Application**

2.10.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects including the copy of receipt towards payment of Document Fee and all other submission of legal documents including but not limited to the Power of Attorney specified in Appendix III.

2.10.2 The Applicant shall prepare only 1(one) original set of the Application clearly marked “ORIGINAL”. Along with the original Application, the Applicant shall submit one copy of the Application which shall be clearly be marked as “COPY”. In case of any discrepancy between the original Application and the copies of the Applications, the information contained in the original shall prevail.

2.10.3 The Application shall be in typed in indelible ink and each page of the Application shall be signed and each page of the Application shall be initialed in indelible blue ink by the authorized signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

2.10.4 The Application and all related correspondence and documents in relation to the Application Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

## **2.11 Document comprising Pre-qualification Application**

2.11.1 The Applicant shall submit the application comprising of following documents along with supporting documents as appropriate physically:

(a) Appendix-I (Letter Comprising the Application)

(b) Appendix-II (General Information of Applicant & Statement of the Legal Capacity)

(c) Appendix III- Original Power of Attorney for signing the Application along with board resolution/relevant extract of charter document in favor of executants;

- (d) Appendix IV- Technical Capacity of Applicant in the format specified in Appendix IV with supporting documents evidencing relevant experience;
- (e) Appendix V- Financial Capacity of Applicant in the format specified in Appendix V with supporting documents evidencing Net Worth. Applicant shall submit the annual reports of the previous three (3) financial years prior to the Application Due Date.
- (f) Appendix VI- Application checklist duly filled up and completed.

2.11.2 The Applicant shall submit the Application in the format specified in Appendices I-VI, together with the documents specified in Clause 2.11.1, and seal it in an envelope and mark the envelope as “RFQ- Application for Empanelment of Collateral Management Company”. The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall be marked as RFQ- Application for Empanelment of Collateral Management Company”.

2.11.3 The envelope shall be addressed to following officer and shall be submitted at the respective address: **(by Speed or Registered Post Only Not by Private Courier or any other way)**

ATTN. OF:[\*\*]

DESIGNATION: Additional Director

ADDRESS: Madhya Pradesh State Agricultural Marketing Board

26, Kisan Bhavan, Arera Hills, Jail Road,

Bhopal – 462011

PHONE NO: [\*\*]

E-MAIL ADDRESS: [\*\*]

2.11.4 If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and consequent losses, if any, suffered by the Applicant.

2.11.5 Application submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

## 2.12 Application Due Date

Application comprising of the documents listed at Clause 2.11.1 of the RFQ shall be submitted off line in physical form on or before the date and time specified in

Clause 1.3, at the address provided in Clause 2.11.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the authorized representative of the person specified at Clause 2.11.3.

### **2.13 Late Applications**

Physical receipt of documents listed at Clause 2.11.1 of the RFQ submitted after the Application Due Date and time prescribed in Clause 1.3 shall not be considered and the Application shall be summarily rejected.

### **2.14 Preparation & Submission of Applications:**

The RFQ application shall be submitted by the Applicants as stated as per Clause 2.11.1 only. No Application can be modified, substituted or withdrawn by the Applicant on or after the Application Due Date & Time.

### **2.15 Opening of Applications.**

The Authority shall open Applications on RFQ due date at 18.10.19 hours IST, in the presence of the authorized representatives of the Applicants, who choose to attend. Application of only those Applicants shall be opened whose documents listed at Clause 2.11.1 of the RFQ have been physically received. The Authority will subsequently examine and evaluate the Applications in accordance with the provisions of Section 3 of RFQ.

### **2.16 Rejection of Applications**

2.16.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to reject any application and to annul the RFQ Process and reject all applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the applications, it may, in its discretion, invite all eligible applicants to submit fresh applications here under.

2.16.2 The Authority reserves the right not to proceed with the RFQ Process at any time, without notice or liability, and to reject any application without assigning any reasons.

### **2.17 Validity of Applications**

The Applications shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date. The validity of Applications may be extended by mutual consent of the respective Applicants and the Authority.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a trained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Application Process. The Authority will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.19 Correspondence with the Applicant**

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

## **SECTION-3**

### **EVALUATION OF APPLICATIONS**

#### **3.1 Evaluation of Applications**

3.1.1 The Authority shall open the Applications received physically as prescribed in application process schedule, at the place specified in Clause 2.11.3; and in the presence of the Applicants who choose to attend. The Authority shall prepare minutes of the RFQ Applications opening, including information disclosed to those present at the time of RFQ Application opening.

3.1.2 If any information furnished by the Applicant is found to be incomplete, or contained in format so the than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Applicant.

3.1.3 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Applications. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

3.1.4 If an Applicant does not provide clarifications sought under Clause 3.1.3 above within the prescribed time, its Application may be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

#### **3.1.5 Tests of responsiveness**

3.1.5.1 As a first step towards evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of this RFQ. An Application shall be considered responsive only if:

- a. Application is received in hard bound cover and appropriately sealed as per the format at Appendices I-VI;
- b. Application is accompanied by the Power of Attorney as specified in Clause 2.1.5 and as per the format provided in Appendix III;
- c. Application contains all the information (complete in all respects);
- d. Application is received by the Authority on or before the specified time on the Application Due Date including any extension;
- e. Self-attested copy of NEFT/RTGS receipt or DD towards payment of Document Fee of

an amount of Rs. 5,000/- ((Rupees Five Thousand only) is contained with the Application;

- f. The Application does not contain any condition or qualification;
- g. The Application is not non-responsive in terms hereof;
- h. The Application is bound, sealed, marked and initialled in accordance with the instructions provided in this RFQ document.

3.1.5.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

3.1.6 The Authority will not entertain any query or clarification from Applicants who fail to qualify.

### **3.2 Contacts during Application Evaluation**

Applications shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of eligibility of the Applicants. While the Applications are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFQ documents, from contacting by any means, the Authority and/or their employees/ representatives on matters related to the Application under consideration.

### **3.3 Selection of Applicants and Subsequent Empanelment**

3.3.1 The Authority shall evaluate the Applications submitted by all the Applicants and ascertain whether the Applicants have fulfilled the Minimum Qualification Criteria stated in Clause 2.2.2 of this RFQ. The Applicants whose Applications fulfill the Minimum Qualification Criteria of this RFQ shall be considered empanelled and shall be the selected applicants for the purpose of this Project (“**Selected Applicants**”).

3.3.2 The Selected Applicants shall be issued a Letter of Award (“**LOA**”) in duplicate within the timeline stipulated in Clause 1.3, by the Authority and the Selected Applicants shall within fifteen (15) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant(s) is not received by the stipulated date, the Authority may disqualify such Applicant(s) from the Project and the consequences set out in this RFQ shall follow.

3.3.3 After acknowledgement of the LOA as aforesaid by the Selected Applicant(s), the Authority shall issue an empanelment letter to Selected Applicant(s) after assessing the requirement within the period prescribed in Clause 1.3. The Authority shall on need basis enter into and execute relevant contract with the Selected Applicants for governing

the provision of the services and terms thereof. The Selected Applicant(s) shall not be entitled to seek any deviations in such aforementioned contract.

### **3.4 Correspondence with Applicant**

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

- 3.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicants if any Project is subsequently awarded to it on the basis of such information.
- 3.6 The Authority reserves the right not to proceed with the RFQ process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 3.7 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

## SECTION-4

### FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall Observe the highest standard of ethics during the Application process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application, without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Application Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 herein above if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Application process, such Applicant shall not be eligible to participate in any tender or RFQ/RFP issued by the Authority during a period of 2(two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning here in after respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Application Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner what so ever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Application Processor has dealt with matters concerning the RFQ 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Application Process); or (ii) save and except as permitted under the Clause 2.2.1(c) of this RFQ, engaging in any manner whatsoever, whether during the Application Process or after the selection of Selected Applicants, as the case may be, any person in respect of any matter relating to the Projector the RFQ, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or



suppression off acts or disclosure of incomplete facts, in order to influence the Application Process;

- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Application Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Application Process; or (ii) having a Conflict of Interest; and
- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Application Process.

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## **SECTION-5**

### **PRE-APPLICATIONCONFERENCE**

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of letter from authority by the Applicant.
- 5.2 During the course of Pre-Application conference(s), the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Application Process.

**SECTION-6**  
**MISCELLANEOUS**

- 6.1 The Application Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction overall disputes arising under, pursuant to and/or in connection with the Application Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) Suspend and/or cancel the RFQ/Application Process and/or amend and/or supplement the RFQ/Application Process or modify the dates or other terms and conditions relating thereto;
  - (b) Consult with any Applicant(s) in order to receive clarification or further information;
  - (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant/Applicant; and/ or
  - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant(s).
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant there to and/or in connection with the RFQ/Application Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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## APPENDIX I

### LETTER COMPRISING THE APPLICATION

To:  
The Additional Director  
Madhya Pradesh State Agricultural Marketing Board  
26, Kisan Bhawan,  
Arera Hills, Jail Road,  
Bhopal – 462011

**Sub:** *Application for Qualification for Empanelment with MPSAMB to provide Warehousing, Bagging and Handling, Quality Assaying and Pledge Finance Services in districts of Madhya Pradesh*

Dear Sir,

1. With reference to your RFQ document dated ....., I/we, having examined the Application documents and understood their contents, hereby submit my/our Application for the Project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for selection of the Selected Applicant for the aforesaid Project, and we certify that all information provided in the Application and in Appendix I is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Selected Applicant for undertaking the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:

- a) I/ We have examined and have no reservations to the Application Documents, including any Addendum issued by the Authority;
  - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.2.1 (c) of the RFQ;
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any Authority, Central or State; and
  - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Application Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to apply for the Project, without incurring any liability to the Applicants, in accordance with the provisions of this RFQ.
  9. I/ We believe that we satisfy the Net Worth and meet all the requirements as specified in this RFQ.
  10. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us.
  12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors.
  13. I/ We undertake that in case due to any change in facts or circumstances during the Application Process, we are attracted by the provisions of disqualification in terms of provisions of this RFQ; we shall intimate the Authority of the same immediately.

14. I/We undertake that the Statement of Legal Capacity as per format provided at Appendix II of the RFQ document, and duly signed, is enclosed. The Power of Attorney for Signing of Application, as per format provided at Appendix III of the RFQ, is also enclosed.
15. I/ We understand that the Selected Applicant shall be an existing company incorporated under relevant laws of India or from outside India under equivalent law.
16. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Application Process itself, in respect of the Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Applicant, I/we agree to empanel us with the Authority in accordance with the terms and conditions provided in the contract(s) for provision of services to be provided by the Authority. We agree not to seek any changes in the aforementioned draft and agree to abide by the same.
18. I/We have studied all the Application Documents carefully. I/ We understand that except to the extent as expressly set forth in the contract(s) for provision of services to be provided by the Authority, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
19. The Document Fee in accordance with this RFQ and in the form of NEFT/RTGS/DD is attached.
20. I/We agree and understand that the Application is subject to the provisions of the Application documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Application is not opened.
21. I/We agree and undertake to abide by all the terms and conditions of the RFQ.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)Name and seal of Applicant

**APPENDIX I**  
**SCHEDULE A**  
**Scope of Services**

**I. Warehousing, Handling and Bagging Services**

- a. The Selected Applicant shall offer storage services to farmers through owned/leased warehouses in major Agricultural Produce Marketing Committee (“**APMC**”) markets within the state of Madhya Pradesh.
- b. The warehouses shall be situated within a 15 (fifteen) kilometer radius (driving distance from the exit gate) from the APMC markets. The Selected Applicant shall ensure that the warehouses are registered and accredited with the Warehouse Development Regulatory Authority (“**WDRA**”). This accreditation and registration shall be mandatorily completed within 3(three) months of receipt of LOA from the Authority.
- c. The Selected Applicant shall provide the services for a period of 3 (three) years from the date of empanelment i.e. the Term.
- d. The farmers/depositors of the agricultural produce shall be permitted to avail of the storage services from the Selected Applicants only twice during the course of a financial year and on each occasion of availing such storage services each farmer/depositor/members of FPO shall be permitted to store only a minimum quantity of 10 quintals of produce and a maximum of 150 quintals of produce. The Selected Applicant shall, during the Term, provide the warehousing and storage services free of cost to the farmer/depositor/members of the FPO for the first 4(four) months from the date of storage of the commodity in the warehouse. The cost of providing the service for the aforementioned four months shall be reimbursed to the Selected Applicants by the Authority.
- e. The Selected Applicant shall raise invoices for the warehousing services rendered to farmers on a monthly basis and submit the same to the Authority. The invoices shall be submitted to the Authority within 5 (five) days after the end each month during the first four months of the Term in lieu of provision of warehousing services to the farmers. The Selected Applicants shall ensure that along with the invoices, the necessary particulars evidencing usage of storage capacity by way of storing of farmers’ produce per MT basis is also submitted. The Selected Applicants shall provide farmer-wise commodity-wise transaction details of storage and calculate storage charges per farmer along with the monthly invoice, to the Authority. The Selected Applicant shall also provide copies of warehouse receipt issuances and stock register as supporting document to evidence usage of storage capacity. The invoices raised by the Selected Applicant shall be prepared only on the basis of the tariff fixed by the Madhya Pradesh Warehousing and Logistics Corporation (“**MPWLC**”) as

updated from time to time.

- f. The Authority shall release the payment to the Selected Applicant not later than 15 (fifteen) days from receipt of the invoice from the Selected Applicant along with necessary particulars.
- g. After the completion of the first four months from the date of storage of the commodity, the charges for warehousing and storage shall be levied directly on the farmer. During the first year (after the completion of the initial four-month period), the charges for storage levied on the farmer shall be as per the prevailing tariff rates fixed by the MPWLC.
- h. The Selected Applicant shall obtain and take out the required licenses/permissions at their own expense from the concerned authorities for carrying out the storage activity in the state of Madhya Pradesh.
- i. The Selected Applicant shall be responsible for maintenance of both quantity and quality of food grains/stock entrusted to him:
  - Preservation of stocks in accordance with the Technical Manual of MPWLC and in accordance with WDRA rules, norms and regulations
  - Deploy its employees who will carry out the preservation of the stocks inside the Warehouses.
  - Responsible for the timely fumigation of stocks and will be responsible for maintaining the health of the stocks.
  - Procuring and maintenance of insurance policies as mandated by the WDRA
  - Compliance with all other regulatory requirements laid down by the WDRA including but not limited to allowing for inspection by WDRA inspectors, compliance with the SOP of the WDRA and provision of the adequate amount of security deposit to the WDRA.
- j. The Selected Applicant shall provide all the warehousing facilities in accordance with WDRA standards including proper stacking, scientific storage and treatment of the stocks, round the clock security and proper dunnage. These facilities shall be a part of the storage charges as fixed by the Authority.
- k. The Selected Applicant shall upon arrival of the farmer to the warehouse, register the farmer in accordance with the WDRA Know-Your-Depositor norms and shall ensure that the weighment, assaying and storage of the commodities take place in accordance with the procedure set out in the SOP of the WDRA.
- l. The Selected Applicant shall mandatorily issue a storage receipt to the farmer.



- m. The Selected Applicant shall keep the warehouse premises and documents pertaining to transaction stocks of the Authority open for inspection at any time to the authorized personnel of the Authority and to the inspectors empanelled with the WDRA.
- n. The Selected Applicant shall undertake handling, bagging, weighing, and labor services for commodity coming inward to the warehouse from the farmers. The manner of payment of handling and bagging services has been provided in Clause 1.2.2 of the RFQ.
- o. The Selected Applicant shall:
  - i. pack the commodity brought by farmers to the warehouse in new gunny bags/ first use gunny bags/ PP bags, depending on the commodity and market preference. The gunny bags/PP bags shall conform to the quality specifications followed by the State for procurement under PSS/MSP schemes; and
  - ii. mark gunny bags appropriately to reflect name of warehouse and Selected Applicant, location, market, APMC, season and unique lot number.

**p. Outward from the warehouse**

- a) The Selected Applicant shall give delivery to the farmer.
- b) The Selected Applicant shall collect following documents from the farmer at time of the outward delivery of the commodities:
  - 1. Outward as a result of sale on eNAM or private e-mandi operator - date of sale of commodity, rate, quantity, name of buyer(s), details of mandi fee paid along with copy of suada patra and bank transaction details for sale proceeds received from buyer(s);
  - 2. Outward as result of sale in physical mandi - date of sale of commodity, rate, quantity, name of buyer(s), details of mandi fee paid along with copy of suada patra and bank transaction details for sale proceeds received from buyer(s);
  - 3. Outward as result of no sale by farmer in case e-NWR is pledged with a scheduled bank- No dues certificate from pledged bank, no objection certificate from the mandi board from where the farmer registration certificate has been issued as applicable.
  - 4. Outward as a result of no sale by farmer in case e-NWR is not pledged with a scheduled bank- The commodity shall be released to the farmer subject to Selected Applicant certifying no dues are pending against the farmer and subject to any other norms, rules and regulations as laid down by WDRA from time to time.

**II. Assaying Services**

- a) The Selected Applicant shall arrange for assaying services for commodities such as Wheat, Gram, Mustard and Maize and arrange sufficient number of moisture meters (duly calibrated), analysis kits and other necessary equipment required for providing quality assaying services at each warehouse. For the avoidance of doubt, the assaying services to be provided by the Selected Applicants shall be done so at assaying laboratories which have received the relevant accreditation from NABL.
- b) Selected Applicant shall receive stocks at warehouse on 100% weighment basis on the lorry weigh bridge/platform scale available at the warehouse and maintain weighment slips and registers. The entire lot of the goods to be stored shall be weighed before being stored inside a registered warehouse. The Selected Applicant shall ensure that the record of the weighment of the goods to be stored cannot be tampered with or altered. In case where the warehouse does not have its own lorry weighbridge, it should have platform scales of requisite capacity and in sufficient numbers. Further, if the registered warehouse does not have its own lorry weighbridge, and the weighment is taken at an external weighbridge, the Selected Applicant or its employee or authorized official must supervise the weighment of the goods at such location as well as during transportation to the warehouse.
- c) The Selected Applicant shall also deploy its representative and personnel at the weigh bridge to verify the correctness of the receipt at the weigh bridge. If the goods are brought in a transport vehicle, the registration number of the vehicle must be recorded. Standard weights, weighing scales or weighbridge available in the warehouse or the external lorry weighbridge used for weighment of goods shall be periodically stamped/verified by Department of Weights and Measures.
- d) The sampling, weighment and assaying of the goods shall under all circumstances take place in accordance with the SOP prescribed by the WDRA and there shall be no derogation from the procedure mentioned therein.
- e) At warehouse, the Selected Applicants shall undertake assaying of the produce of the farmer and submit a report to the farmer. Farmers have the discretion to either accept the report or take the stock to any other empaneled warehouse. Assaying of the quality of deposited agricultural goods shall be conducted strictly conforming to the quality/ grade designations as notified under the Central Government under the Agricultural Produce (Grading and Marking) Act, 1937 (AGMARK Grade) /Government of India's uniform specifications of food-grains applicable for the respective marketing season or any other law for the time being in force

- f) The Selected Applicants shall issue an assaying certificate in respect of the commodity tested to the seller / buyer if sought for, duly specifying the quality parameters and the period for which the assaying certificate is valid.
- g) After approval of assaying report, the process of unloading, bagging, weighing, stitching, handling and stacking at the warehouse shall be undertaken by Selected Applicants.
- h) The Selected Applicant shall not charge the farmer any fee/amount/charge for providing assaying services. All payments for providing assaying services shall be in accordance with Clause 1.2.2 of the RFQ.
- i) The Selected Applicants shall deploy required manpower for providing assaying services. The Selected Applicant may either have its own employee assayer duly licensed as per the applicable laws or have arrangements with an external assayer who are licensed or NABL accredited for carrying out assaying/ laboratory testing as the case may be.

### **III. Pledge Finance Services**

- a) The Selected Applicant shall provide financial services to farmers through its empanelled Scheduled Banks.
- b) Upon storage of the commodities and if the farmer seeks to opt for financing by way of lien marking the warehouse receipt, the Selected Applicant shall issue the warehouse receipt. For the purpose of generation of warehouse receipts, the Selected Applicants shall ensure registration of the warehouses with the WDRA. The warehouse receipts shall be in the nature of electronic negotiable warehouse receipts (e-NWR).
- c) Upon the creation of the e-NWR, the same shall be listed on the repositories prescribed by the WDRA. The repository shall intimate the Selected Applicant and the depositor/farmer about the creation and listing of the e-NWR through electronic means or mobile applications or such other means as may be laid down by the WDRA and a print copy of the e-NWR so created shall be given to the Selected Applicant and to the depositor/farmer, if requested
- d) Upon the creation of the e-NWR, the Selected Applicant shall provide the list of empanelled banks with interest rate details to the farmers. The farmer may opt for any 1 (one) bank from the list of empanelled banks.

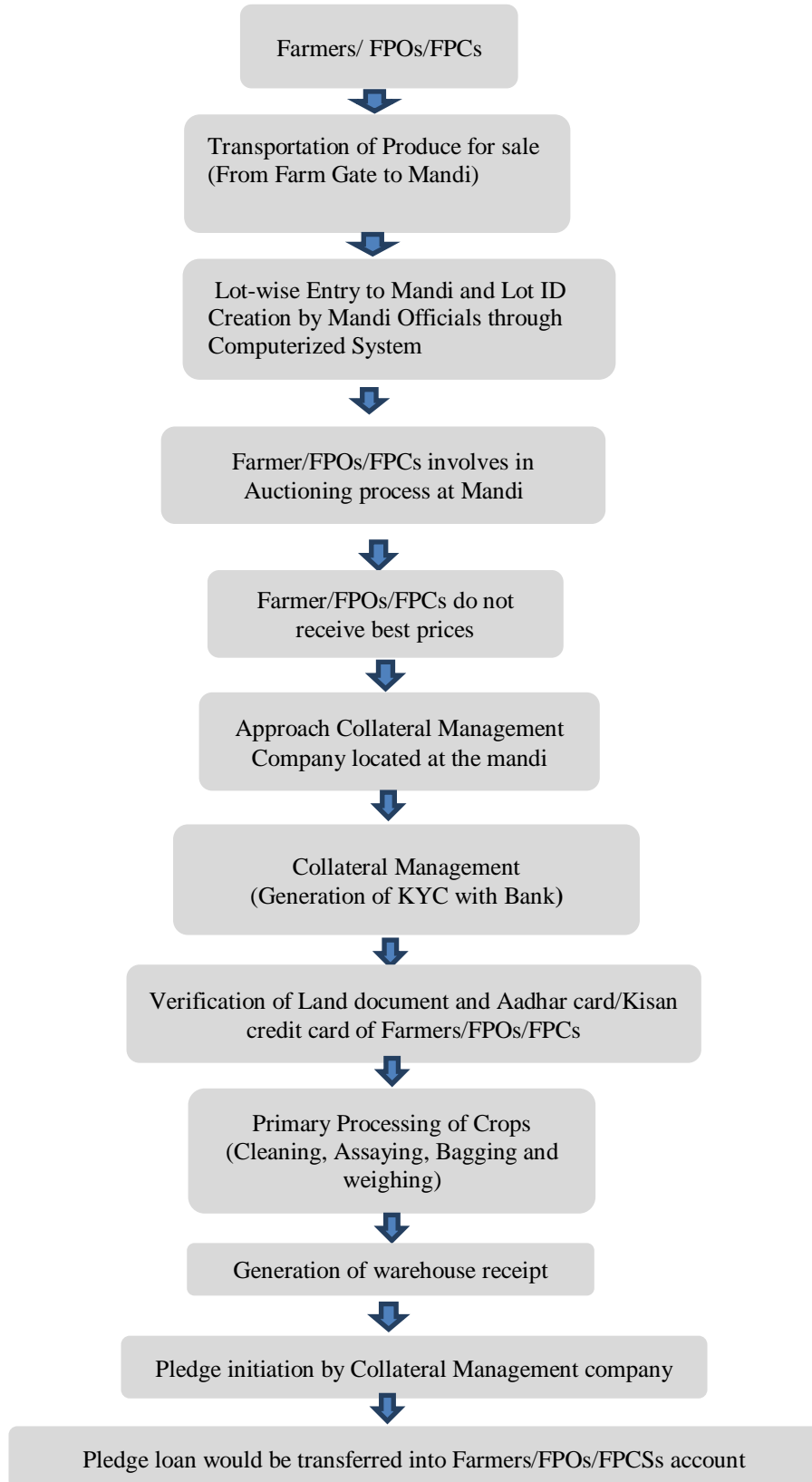
- e) The e-NWR shall be lien marked to the bank opted by farmer and the copy of the e-NWR shall be deposited with the nearest branch of the bank within 1 (one) business day. The repository shall mark a pledge on the e-NWR in favour of the pledgee upon being instructed to do so by both the holder of the e-NWR and the pledgee. The pledgor and the pledgee shall provide such information through electronic means as the repository may be required to indicate that an electronic negotiable warehouse receipt has been pledged. The warehouseman shall not deliver the underlying goods from the warehouse where a pledge exists on the e-NWR.

#### **IV. Other Obligations**

- a) . The storage, quality and quantity related norms and other related procedures shall at all times be in compliance with WDRA norms and regulations. Provided further that in case the commodities provided by the farmer/depositor are damaged or lost or suffers quality deterioration due to the negligence of the Selected Applicant, the farmer/depositor is entitled to compensation equivalent to the value of the commodities plus the loss of profit.
- b) The Selected Applicant shall provide warehouses that are WDRA registered and have been constructed as per BIS/CWC/FCI standards.
- c) The Selected Applicant shall issue warehouse receipt on net weight basis and shall be liable to compensate the farmer (as per the storage agreement between farmer & the Selected Applicant and as per the WDRA norms and regulations) or the buyer (as per the trade agreement) or the bank (as per the Collateral Management Agreement) for any losses due to any variation in quality or quantity of the stock. The Selected Applicant shall be liable for insurance of the stocks deposited by the farmer. In case of any loss due to theft, fire or natural calamity, the Selected Applicant shall be responsible for processing claim from the insurance company. The Selected Applicant shall be obligated to ensure that a MIS is developed for providing real time information to the APMC located near the warehouse. The Selected Applicant shall provide information such as space availability for storage of produce at the warehouse, exact location of the warehouse, etc. Furthermore, the Selected Applicant shall set up help desks/kiosks at each of the APMCs for the purpose of disseminating information to the farmers and the APMC regarding real time availability of pledge finance, distance of warehouse, and space availability in warehouse. Furthermore, along with the submission of the monthly invoices, the Selected Applicant shall provide the Authority with information regarding the number of e-NWRs issued, amount of storage space used at the warehouse, etc.

As part of the Project, the mandi secretary of the relevant APMC market yard near the APMC market can visit the warehouses of the Selected Applicants so as to ascertain whether the services specified under this Schedule A are being adequately provided and that there is no discrepancy in the services being provided and the data provided herein.

**SCHEDULE B**  
**Process Flow for Pledge Financing**



**APPENDIX-II**  
**Details of Applicant**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Applicant including detail so fits main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. A statement by the **Applicant** or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

6. **Statement of Legal Capacity**

[To be forwarded on the letterhead of the Applicant]

Ref. Date:

**To,**

.....

.....

**Dear Sir,**

We hereby confirm that we satisfy the terms and conditions laid out in the RFQ.

We have agreed that ..... (Insert individual's name) will act as our representative and has been duly authorized to submit the Application. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**APPENDIX III**  
**POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Know all men by these presents, We, \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. \_\_\_\_\_/ Ms \_\_\_\_\_(Name), son/daughter/wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, who is {presently employed with us and holding the position of \_\_\_\_\_,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for *Application for Qualification for Empanelment with MPSAMB to provide Warehousing, Bagging and Handling, Quality Assaying and Pledge Finance Services in districts of Madhya Pradesh*(“Project”) proposed or being developed by the Madhya Pradesh State Agricultural Marketing Board (the “Authority”) including but not limited to signing and submission of all applications and other documents and writings, participate in applicants’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our application for the Project and/or upon award thereof to us and/or till the completion of the Project as per the contract(s) for provision of services with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20.....

For  
.....

(Signature)

Witnesses:  
(Name, Title and Address)  
1.  
2.

[Notarised]

Accepted  
.....

(Signature)  
(Name, Title and Address of the Attorney)



**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated competent authority of the issuing country.*

**APPENDIX-IV**  
**Technical Capacity of the Applicant**

<b>Experience:</b>	
Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project:
Description of actual contract / services provided:	
Name of Client:	Address of Client:  Contact phone number and e-mail of Client:
Start date (month/year):  Completion date (month/year):	Storage Capacity:

Signature of Bidder/Lead Member

Note:

- a. The Project Data Sheets should necessarily be accompanied by notarized certificates from clients for successful completion of contract and/or statutory auditor's certificate and/or agreement copy and/or Letter of Award and/or project completion certificate, as the case may be, so as to demonstrate proof of experience.
- b. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/Member/Associate, in the ordinary course of business, may provide the requisite certification.

The proof of the total Project cost, services offered, completion year and description of the services offered must be provided by the Bidder for consideration as sufficient proof of experience. Projects without proof of experience shall not be considered for evaluation. In case the Bidder is an entity from outside India then the completion certificate shall be in English duly notarized. Translated copy shall also be notarized.

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**APPENDIX V**  
**Financial Capacity of the Applicant**

**(In Crores)**  
**(to be certified by the statutory auditor of Applicant)**

<b>Bidder Type</b>	<b>Net Worth</b> (Close of the preceding financial year prior to Bid Due Date)
As on	31 <sup>st</sup> March 2018
Single Entity	
TOTAL	

It is certified that the calculation of Net Worth has been carried out as per the formula presented in Clause 2.2.2.5 of the RFQ.

Name & address of Bidder's Bankers:

Instructions:

1. The Applicant shall attach copies of the financial statements and annual reports in accordance with Clause 2.2.2.4 of the RFQ. The financial statements shall:
  - a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

*Note:*

- 1. For conversion of US Dollars to INR, the rate of conversion shall be INR [70] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date sixty (60) days prior to the Bid due Date, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date*

## APPENDIX VI

### APPLICATION CHECKLIST

<b>S. No</b>	<b>Item</b>	<b>Checked by Applicant</b>	<b>Checked by Authority</b>
<b>1</b>	Letter comprising the Application (Appendix I)		
<b>2</b>	General Information of Applicant & Statement of the Legal Capacity (Appendix II)		
<b>3</b>	Power of Attorney for signing of Application (Appendix III)		
<b>4</b>	Technical Capacity of the Applicant (Appendix – IV)- including all supporting documents		
<b>5</b>	Financial Capacity of the Applicant (Appendix V)-including all supporting documents		
<b>6</b>	Incorporation Documents/ Charter Documents		
<b>7</b>	All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialled by the person signing the Application in pursuance of the Power of Attorney		
<b>7</b>	Copy of the audited annual report for the last three financial years preceding Application Due Date		